

**ACTION SHEET
CITY COUNCIL MEETING OF 01/14/09
ITEM FROM FINANCE COMMITTEE MEETING OF 01/05/09**

ISSUE:

10. REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT AND CONSTRUCTION AGREEMENT – NORTHWEST QUADRANT TRAILS FENCING PROJECT; AMERICAN FENCE COMPANY (LEROY PACHECO)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of procurement under state price agreement and construction agreement for Northwest Quadrant Trails Fencing Project with American Fence Company in the amount of \$130,093.25 including gross receipts tax. Budget is available in trails fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	X		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ			

DISK fc1/fcissue

City of Santa Fe, New Mexico

memo

DATE: December 18, 2008

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Department 

VIA: David N. Millican, Director
Finance Department 

SUMMARY: Procurement of Fencing Materials and Installation:
State Price Agreement # 51-000-00-00078:
American Fence Company (Alb.)

The Purchasing Division is requesting approval to use the aforementioned State Price Agreement for the procurement of various fencing needs related to CIP 414A Titled: Northwest Quadrant Trails Fencing, in the amount of \$130,093.26 including tax. American Fence Company is the authorized vendor on this State Price Agreement.

By city policy, the city can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State Price Agreements over \$30,000, require City Council approval (City Purchasing Manual Section 11.1).

ACTION REQUESTED:

It is requested that this purchase award to American Fence Company, from State Price Agreement # 51-000-00-00078, in the total amount of \$130,093.26 including tax, be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Copy of Price Agreement

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, DECEMBER 8, 2008**

ITEM 11

CIP PROJECT #414A – NORTHWEST QUADRANT TRAILS FENCING PROJECT

- REQUEST FOR APPROVAL OF A CONSTRUCTION AGREEMENT WITH AMERICAN FENCE COMPANY OF NEW MEXICO, INC., UNDER STATE PRICE AGREEMENT #51-000-00-00078 IN THE AMOUNT OF \$130,093.26 INCLUDING TAX (LEROY PACHECO)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON BUSHEE			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	X		
COUNCILOR ROMERO	Not present at this time		
COUNCILOR TRUJILLO	X		

City of Santa Fe, New Mexico

memo

DATE: November 24, 2008

TO: Public Works Committee

VIA: Robert Romero, Public Works Director
Chris Ortega, Engineering Division Director

FROM: Leroy N. Pacheco, Project Engineer

ITEM AND ISSUE:

CIP 414A Northwest Quadrant Trails Fencing Project - Approval of the use of Section 11.1 of City Purchasing Code to enter into a Construction Agreement with American Fence Company of New Mexico, Inc. under competitively bid State Price Agreement #51-000-00-00078, in the amount of \$130,093.26, including tax.

BACKGROUND & SUMMARY:

Attached is a contract for construction services with American Fence Company of New Mexico, Inc (AFC) proposed to be contracted under Section 11.1 of the City of Santa Fe Purchasing Manual using the State of New Mexico Price Agreement #51-000-00-00078.

This contract is for fence installation services of the city rights-of-way from vehicular traffic along existing city streets in the city's northwest quadrant, including but not limited to Buckman Road, Camino de los Montoyas, Paseo de Vistas, Rincon de Torreon, and North El Rancho Road. The contract provides for access points (gates) to the city property for both vehicles and pedestrians in coordination with the Parks Division.

The Public Works Department intends to install the fence in order to secure the extensive city-owned land from a long history of dumping trash, vehicular trespassing and vandalism of the terrain, and illegal camping. Existing and legitimate recreational trail uses in the northwest quadrant will be maintained and better protected by this fencing project.

AFC has been selected for this contract for project expediency and cost savings. AFC is one of the state's premier fence installation companies and its contract was secured competitively through a state-wide bidding process.

Sufficient funds are currently available in Business Unit 32803

RECOMMENDED ACTION:

The Public Works Department recommends approval of the Professional Services Agreement with American Fence Company of New Mexico, Inc., in the amount of \$130,093.26, including tax, under the provisions of Section 11.1 of the City Purchasing Code.



1" = 100'

- - - - - PROPOSED FENCE - 100' OF
 - - - - - EXISTING FENCE - 100' OF
 - - - - - EXISTING FENCE - 100' OF

NORTH

100' 0"

CITY APPROVAL		
APPROVAL	DATE	BY

REVIEWED
 DATE

PROJECT: **CITY OF SANTA FE
 NORTHWEST QUADRANT FENCING PROJECT**

TITLE: **SITE LAYOUT**

ENGINEER'S SEAL





8634 2nd Street NW - Albuquerque, New Mexico 87114
PHONE: (505) 897-3103 - FAX: (505) 897-3604

WEB SITE: <http://www.americanfence.com>

November 21, 2008

CITY OF SANTA FE
Attn: Leroy Pacheco

RE: NORTHWEST QUADRANT TRAILS FENCING PROJECT

NOTE: Price is based on State Price Agreement #51-000-00-00078

Please accept this letter as written confirmation of our bid for the above referenced project.

Barbless Wire: \$109,294.90 Furnished and Installed Includes Tax

SCOPE OF WORK:

- > Furnish and install 35,247 of 5-strand barbless wire fence. Using 12.5-ga twisted barbless wire, 2-1/2" Angle Posts, 2" Angle Braces and 6'-6" x 1.33 T-posts set 16' oc.

Field Fence: ~~\$120,500.00~~ Furnished and Installed Includes Tax

SCOPE OF WORK:

- > Furnish and install 35,247 of 39" x 12.5-ga Field Fence. Using 2-1/2" Angle Posts, 2" Angle Braces and 6'-6" x 1.33 T-posts set 16' oc.

Post & Cable: \$8,008.36 Furnished and Installed Includes Tax

SCOPE OF WORK:

- > Furnish and install 1000' of 6" x 6" treated wood post and 3/8" galvanized cable fence. Posts will be set in dirt, 10' oc.

Gates: \$6,295.00 Furnished and Installed Includes Tax

SCOPE OF WORK:

- > Furnish and install ten 12' wide 6-Rail Green Farm Gates with 4" sch-40 gateposts.

Walk Ways: \$6,495.00 Furnished and Installed Includes Tax

SCOPE OF WORK:

- > Furnish and install ten Pedestrian Walk Ways using 4" Treated wood Posts.

NOTE: Price is based on one mobilization. Additional mobilizations are \$700.00 each.

EXCLUSIONS:

Core drilling, prevailing wages, grading, grounding, grubbing, mow curbs, clearing of fence line, staking, marking underground lines and permits.

The amounts and terms listed herein are guaranteed for a period of 30 days from the date of this letter. If you have any questions, please do not hesitate to call upon the undersigned at extension 103. We do appreciate the opportunity to submit a bid on this project.

Sincerely,

Salomon Zamora
Commercial Estimator

American Fence Company
 9634 2nd street NW
 Albuquerque, NM 87114

General Services Department
 Purchasing Division
 Price Agreement #

130		EACH	8-1/2" x 1-5/8"	51-000-06-00078	1.00	\$	-
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ITEM	APPROX	UNIT	DESCRIPTION	RETAIL	TOTAL
131		EACH	10-1/2" x 2-7/8"	\$ 1.67	\$ -
132		EACH	14" x 4"	\$ 2.00	\$ -
133		Ctn	18 gauge, galvanized, 100 per	\$ 15.00	\$ -
134		Ctn	18 gauge, stainless, 100 per	\$ 15.00	\$ -
135		EACH	Ground stakes, 3/8" diameter	\$ 3.00	\$ -

MISC. SIZED CARRIAGE BOLTS WITH NUTS

ITEM	APPROX	UNIT	DESCRIPTION	RETAIL	TOTAL	
136		EACH	Part# 18243 5/16" x 1 1/4"	30%	0.12	\$ -
136				30%		\$ -

MISC. SIZED BOLTS, NUTS, AND WASHERS 30% OFF BOOK

137				30%		\$ -
137				30%		\$ -

MISC. FENCE FITTINGS 30% OFF BOOK

138		EACH	Part# 13321 4" ball cap	30%	\$ 8.45	\$ -
138		EACH	Part# 13274 65/8" ball cap	30%	\$ 73.80	\$ -
138		EACH	#15237 15/8 sleeve	30%	\$ 3.32	\$ -
138		EACH	#15632 4' Tension bar	30%	\$ 1.67	\$ -

MISC. GATE FITTINGS 30% OFF BOOK

139				30%		\$ -
139				30%		\$ -

MISC. MATERIAL OR OTHER 15% OFF BOOK

140		EACH	Part# 1016 sissor lift	15%	\$ 350.00	\$ -
140		EACH	Part# 1014 Forklift / bobcat	15%	\$ 600.00	\$ -
140		EACH		15%	\$ 42.00	\$ -
140		EACH	Part# 1001 concrete	15%	\$ 300.00	\$ -
140		FEET		15%	\$ 3.46	\$ -
140		FEET		15%	\$ 1.71	\$ -
140		EACH		15%	\$ 7.20	\$ -
140		EACH		15%	\$ -	\$ -
140		EACH		15%	\$ 5.00	\$ -
140		EACH	Part#357843 2" brace	15%	\$ 24.90	\$ -
140		EACH	Part#338562 2-1/2" brace	15%	\$ 31.44	\$ -
140		ROLL	Part#163547 2-strand barbles	15%	\$ 49.96	\$ -
140		EACH	Part#19781 66"x1.33 t-post	15%	\$ 5.75	\$ -

ITEM	APPROX	UNIT	DESCRIPTION	RETAIL	TOTAL
141	35247	L.F.	barbless wire fence	\$ 2.00	\$ 70,494.00
142		L.F.	N/A 8' TALL	\$ 3.04	\$ -
143		L.F.	N/A 10' TALL	\$ 3.54	\$ -
144		L.F.	N/A 12' TALL	\$ 4.05	\$ -
145		L.F.	N/A 14' TALL	\$ 4.59	\$ -
146		L.F.	Provide labor and materials	\$ 0.19	\$ -
180		Mile	Santa FE	2.73	\$ -
181		Mile	Los Lunas	2.44	\$ -
182		Mile	Las Cruces	2.6	\$ -
183		Mile	Grants	4.74	\$ -
184		Mile	Roswell	2.25	\$ -

Total	\$ 70,494.00
14% increase	\$ 9,869.16
26% increase	\$ 20,894.42
Sub Total	\$ 101,257.58
Tax	\$ 8,037.32

American Fence Company
9634 2nd street NW
Albuquerque, NM 87114

General Services Department
Purchasing Division
Price Agreement #
51-000-000078

\$ 109,294.90

American Fence Co. - Corrections Department (Primary)

C. Chain Link with Barbed Wire or Razor Wire/Field Wire with Barbed Wire

Chain Link with Barbed Wire or Razor Wire

Materials & Labor

ITEM #	QUANTITY	UNIT	DESCRIPTION	REMARKS	UNIT PRICE
15	131,000	L.F.	FURNISH AND INSTALL FOUR (4) FOOT BARBED WIRE FENCE	The barbed wire fence will be ordered in no less than five strands (500) foot lengths and shall be ordered as per NMDOT Standards Series (RPWIP-01-02, RPP-001, RPP-002, RPP-003-0).	52.38
16	1,000	L.F.	FURNISH AND INSTALL SIX (6) FOOT CHAIN-LINK FENCE WITH RAZOR WIRE	To fence various patrol yards in district and shall be erected as per NMDOT Standard Drawing 007 with the addition of the razor wire.	51.500
17	20,000	L.F.	FURNISH AND INSTALL 6 FT. CHAIN LINK FENCING WITH BARBED WIRE	Provide and install 6 ft. chain link fencing with barbed wire. The chain link will be provided in no less than 50 foot segments and shall be erected as per NMDOT Standard Drawing 007 with barbed wire extensions and razor wire on the bottom.	31.120

Materials Only

ITEM #	QUANTITY	UNIT	DESCRIPTION	REMARKS	UNIT PRICE
18	22,000	L.F.	FURNISH SIX (6) FOOT CHAIN LINK FENCING WITH BARBED WIRE (MATERIAL ONLY)	Provide 6 ft. chain link fencing with barbed wire. The chain link will be provided in no less than 50 foot segments.	57.21
20	500	Rolls	BARB WIRE	Barb Wire: two wire class 1 coating ASTM A-1213 conforming to the requirements of ASTM A-121, class 1 coating and shall consist of 2 strands of 12 gauge galvanized diameter wire spaced approximately four (4) inches apart. Barbed wire shall be flexible.	588.25
21	1000	L.F.	FURNISH SIX (6) FOOT CHAIN LINK FENCE WITH RAZOR WIRE (MATERIAL ONLY)	To fence various patrol yards in various DOT districts and shall be erected as per NMDOT Standard Drawing 007 with the addition of the razor wire.	59.84
22	13,100	L.F.	FURNISH 4 FT. CHAINLINK FENCING WITH BARBED WIRE (MATERIAL ONLY). THE CHAIN LINK WILL BE PROVIDED IN NO LESS THAN 50 FT. SEGMENTS PER NMDOT STANDARD DRAWING 007.	Provide 4 ft. chainlink fencing with barbed wire (material only). The chain link will be provided in no less than 50 ft. segments per NMDOT Standard Drawing 007.	26.90

Labor Only

ITEM #	QUANTITY	UNIT	DESCRIPTION	REMARKS	UNIT PRICE
23	22,000	L.F.	INSTALL SIX (6) FOOT CHAIN LINK FENCING WITH BARBED WIRE (LABOR ONLY)	The chain link will be provided in no less than fifty (50) foot segments and shall be erected as per NMDOT Standard drawing 007 with barbed wire extensions. Materials may be furnished by NMDOT.	51.09
24	22,000	L.F.	INSTALL FOUR (4) FOOT BARBED WIRE FENCE (LABOR ONLY)	The barbed wire fence will be ordered in no less than five strands (500) foot lengths and shall be erected as per NMDOT Standards Series (RPWIP-01-02, RPP-001, RPP-002, RPP-003-0). Materials may be furnished by NMDOT.	30.92
25	1000	L.F.	ADD ON TO CONSTRUCT 6 FT. CHAIN LINK FENCE WITH BARBED WIRE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	51.03
26	1000	L.F.	ADD ON TO CONSTRUCT 4 FT. BARBED WIRE FENCE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	51.03
27	1000	L.F.	INSTALL SIX (6) FOOT CHAIN LINK FENCE WITH RAZOR WIRE (LABOR ONLY)	To fence various patrol yards in various DOT districts and shall be erected as per NMDOT Standard Drawing 007 with the addition of the razor wire.	55.36

3-17-11

3-17-11

3-17-11

**STANDARD SPECIFICATIONS
FOR
HIGHWAY AND BRIDGE
CONSTRUCTION**

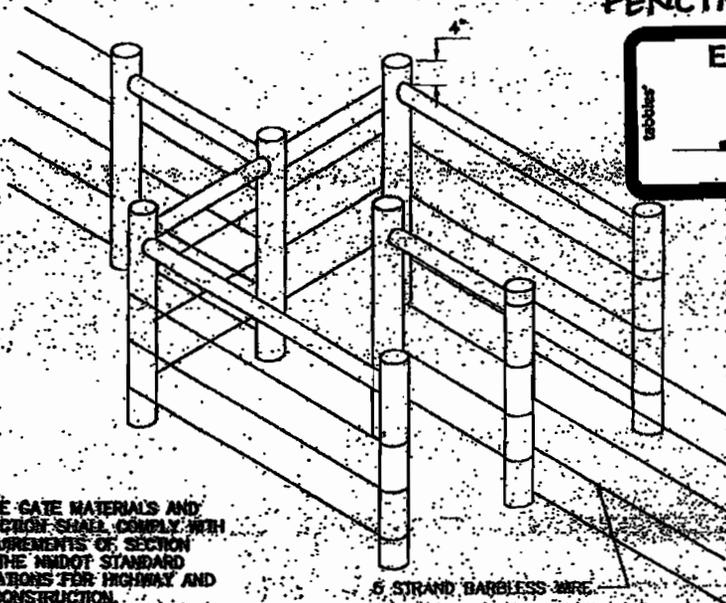
**NEW MEXICO STATE
DEPARTMENT
OF
TRANSPORTATION**

2007 EDITION

34. ALL FENCING ON THIS PROJECT SHALL BE 5 STRAND, BARBLESS WIRE FENCE. THE CONTRACTOR MAY USE METAL POSTS, WITH THE EXCEPTION OF THE TURNSTILE GATES, WHICH MUST BE CONSTRUCTED WITH WOOD POSTS. NEW FENCING SHALL BE TIED INTO EXISTING FENCING AT THE BCP AND NORTH OF THE EOP.

CIP 414A
 NWQ TRAILS
 FENCING PROJECT

EXHIBIT
 1



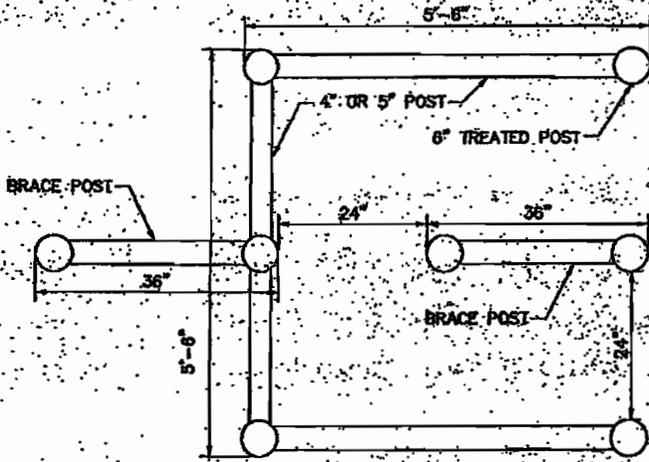
NOTE:
 TURNSTILE GATE MATERIALS AND CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 607 OF THE MNDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION.

5 STRAND BARBLESS WIRE

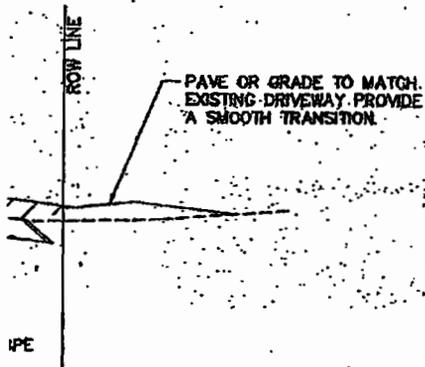
TURNSTILE GATE DETAIL (ISOMETRIC VIEW)
 N.T.S.

TING PMBP, TYPE I GRADE A
 TING BASE COURSE

TAIL



TURNSTILE GATE DETAIL (PLAN VIEW)
 N.T.S.



NO.	DESCRIPTION	DATE	BY
3			
2			
1			

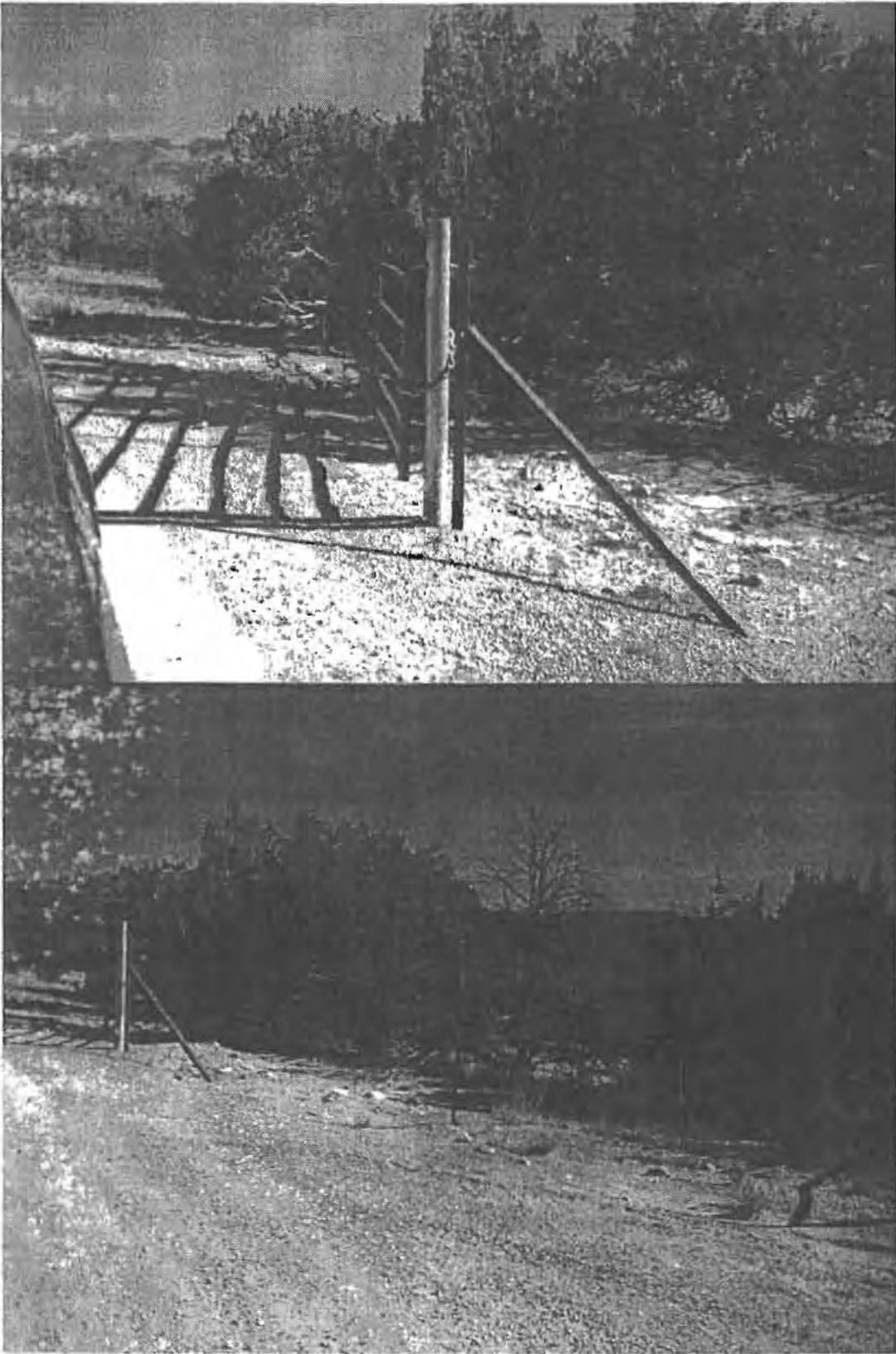
REVISIONS (OR CHANGE NOTICES)



CITY OF SANTA FE
 ENGINEERING DIVISION

MISCELLANEOUS DETAILS





SECTION 607: FENCE

607.1 DESCRIPTION

This Work consists of constructing fence and gates.

607.2 MATERIALS

607.2.1 Certification

Submit independent testing Laboratory certification to the Project Manager that indicates the fencing Materials meet these specifications. The Department may inspect the manufacturing methods at manufacturing plants and may obtain Material samples for testing and may base acceptance on the quality of manufacturing lots.

607.2.2 Barbed Wire and Woven Wire Fence

607.2.2.1 Wire

Provide wire and wire components with at least a Class 1 zinc coating in accordance with ASTM A 121 or ASTM A 116, unless otherwise specified in the Contract. Instead of Class 1 coating, the Contractor may coat the wire with aluminum alloy covering at least 0.3 oz per square foot of wire surface.

607.2.2.1.1 Barbed Wire

Provide barbed wire and barbs in accordance with ASTM A 121. Provide composite barbed wire strands that consist of two coated wires with diameters of 0.089 in. Provide round barbs that have a coated diameter of 0.08 in, with either two-point barbs spaced 4 in apart or four-point barbs spaced 5 in apart. Provide stays for barbed wire fences in accordance with ASTM A 116, with a coated diameter of at least 0.142 in and with lengths and spacing in accordance with the Contract.

607.2.2.1.2 Woven Wire

Provide woven wire in accordance with ASTM A 116, Design Number 832-6-11, unless otherwise specified in the Contract.

607.2.2.1.3 Post Fasteners

Provide coated staples with a diameter of at least 0.148 in and a length of at least 1 1/2 in; use for fastening fence wire to wood posts.

607.2.2.1.4 Brace Wire

Provide coated brace wire with a diameter of at least 0.148 in; use for constructing braces and intermediate braces with wood posts.

607.2.2.1.5 Tie Wire

Provide coated tie wire for fastening barbed or woven wire to steel posts with a diameter of at least 0.099 in. The Contractor may use wire fasteners or metal clamps with thicknesses of 0.12 in or greater instead of tie wires, if approved by the Project Manager.

607.2.2.2 Posts

Provide metal or wood corner, brace, intermediate brace gate, and line posts of the specified type, size, and length in accordance with the Contract.

607.2.2.2.1 Metal Posts

Provide metal posts and braces of rail, billet, or commercial-grade steel in accordance with ASTM A 702 or ASTM F 1083 for galvanized, standard weight pipe. Provide C-section posts in accordance with ASTM A 1011.

Galvanize steel posts in accordance with AASHTO M 181 for Grade 1 steel and provide a topcoating specified for Grade 2 steel, or an equivalent or better coating, from the Department's *Approved Products List*. Coat edges and damaged areas of posts in accordance with ASTM A 780. Use posts of the same coating and color.

Provide posts that weigh no less than 95% of the specified weight; and are of the specified length +2 in, -1 in.

Provide line posts with a minimum weight of 1.33 lb per foot, not including anchor plates. The Contractor may provide I-beam, T-beam, U-beam, Y-bar, or C-section line posts. Provide

line posts with corrugations, lugs, ribs, or notches spaced 1 in on centers to attach fence wire. The Department will not accept posts with punched tabs used for crimping around the wire.

Provide anchor plates with an area of at least 18 in² and that weigh at least 0.67 lb. Clamp, weld, or rivet anchor plates to the post section to prevent displacement when driving the posts.

607.2.2.2.2 Wood Posts

Provide wood posts cut from live southern yellow pine, lodgepole pine, or ponderosa pine trees. Provide straight posts that are free of decay and other defects, bark-free, trimmed smooth of knots and projections, and with both ends sawed off perpendicular to the centerline.

Provide an average nominal diameter at the top of each post of at least 6 in. Ensure the circumference of corner, brace, intermediate brace, and gate posts is at least 19 in, measured 6 in below the top of the post.

The Contractor may provide line posts with a slight crook in one direction, but the post may not vary more than 1 1/2 in from a straight line connecting both ends of the post. Ensure the average nominal diameter of the top of each line post is at least 3 in. Ensure the circumference of line posts is at least 9 in, measured 6 in below the top of the post.

Provide coast region douglas fir, or New Mexico red spruce or fir braces for wood posts.

607.2.2.2.1 Preservative Treatment of Wood Posts

Provide wood posts pressure treated with pentachlorophenol in accordance with Section 550.2.2, "Preservatives and Treatment Methods," with a minimum retention of 0.3 lb per cubic foot.

607.2.2.3 Gates

For fence constructed with woven wire and barbed wire, the Contractor shall provide tubular steel or steel panel frame gates. Provide gates with woven wire or chain link fabric filler, if specified in the Contract or directed by the Project Manager.

If providing barbed wire gates, use the same Materials as for the barbed wire fence.

Provide frame tube and panel Materials for gates in accordance with AASHTO M 181, unless otherwise specified in the Contract.

Galvanize gates in accordance with Section 607.2.2.2.1, "Metal Posts," or coat in accordance with Section 545, "Protective Coating of Miscellaneous Structural Steel." Use "Interstate Green" as the finished color coating, except for galvanized gates and unless otherwise specified in the Contract.

607.2.2.4 Fittings

Provide fittings, hardware, and appurtenances for fences and gates that are of commercial-quality steel, malleable iron, or wrought iron, and galvanized in accordance with ASTM A 153.

607.2.3 Chain Link Fence

607.2.3.1 Posts

Provide posts that are tubular steel, H-column, or C-section (for line posts). Provide either Grade 1 or Grade 2 steel posts in accordance with AASHTO M 181. Provide Grade 1 tubular posts, braces, and top rails in accordance with ASTM F 1083 for galvanized, standard weight pipe. Provide Grade 2 steel posts in accordance with ASTM A 1011 or ASTM A 653.

Provide C-section line posts in accordance with ASTM A 1011. Provide H-column posts in accordance with ASTM A 36.

Provide pipe with minimum wall thickness as specified in the Contract. Ensure that the product of the yield strength and section modulus of the pipe is in accordance with ASTM F 1083.

Provide posts that securely hold tension wires in position without vertical movement.

607.2.3.2 Fittings

Provide fittings in accordance with Section 607.2.2.4, "Fittings."

Provide stainless steel straps and seats in accordance with ASTM A 176.

Provide coated tension wires that are galvanized coil spring steel wire of commercial quality with a diameter of 0.148 in. Provide galvanized ferrules for tension take-up in accordance with ASTM A 1011.

Provide pull cable and tension truss rods with diameters of at least 3/8 in, with drop-

forged turnbuckles or other approved tension devices.

Provide pull cable and tension wires with a minimum zinc coating of 0.8 oz per square foot of uncoated individual wire surface, tested in accordance with ASTM A 90.

The Project Manager will determine the uniformity of the coating by visual inspection. The Project Manager may reject coating with excessive roughness, blisters, discoloration spots, bruises, and flaking. The Department may make other inspections and tests at the manufacturer's plant, before shipment.

607.2.3.3 Tie Wires and Fasteners

Provide galvanized, coated tie wires for fastening chain link fabric to posts and rails with a diameter of at least 0.148 in. The Contractor may provide galvanized steel or non-corrosive metal bands or fasteners instead of tie wires, as recommended by the manufacturer.

607.2.3.4 Compression Braces

Provide compression braces that meet the same requirements as top rails in accordance with Section 607.2.3.1, "Posts."

607.2.3.5 Chain Link Fabric

Provide chain link fabric in accordance with AASHTO M 181, with a Class C coating or better. Provide galvanized, coated wire with a diameter of 0.148 in. Provide 2-inch mesh fabric. Measure the mesh size as the distance between the wires forming parallel sides of the mesh.

607.2.3.6 Gates

Provide double drive, single drive, or single walk gates. Provide galvanized steel pipe gate frames in accordance with ASTM F 1083 and ASTM A 123.

607.2.3.7 Vinyl-Coated Chain Link Fence

Provide vinyl-coated chain link fences in accordance with Section 607.2.3, "Chain Link Fence," except as modified in this subsection.

If providing PVC coated chain link fabric, use vinyl-coated fabric, posts, and hardware in accordance with AASHTO M 181 for Class A PVC coating. Continuously bond the vinyl coating (do not spray or dip) over the galvanized steel wire by the extrusion bonding process under pressure.

Ensure the vinyl coating resists damage from prolonged exposure to dilute solutions of common mineral acids, sea water, and dilute solutions of salts and alkali.

Galvanize using the electrolytic process before coating with PVC.

Provide wire that was vinyl-coated before weaving and is free and flexible at the joints.

607.2.4 Post and Cable Barrier

607.2.4.1 Cable

Provide wire cable in accordance with AASHTO M 30. Provide cable of Type I, Class A, 0.75 in diameter rope, unless otherwise specified in the Contract.

607.2.4.2 Hardware and Fittings

Provide galvanized or cadmium plated parts, hardware, and fittings. Galvanize in accordance with AASHTO M 232. Provide cadmium plating in accordance with ASTM B 766, for Class 12, Type III. Provide bolts in accordance with ASTM A 307 and nuts in accordance with ASTM A 563.

Provide externally threaded fittings such as end tie rods, anchor rods, and splicing rods, that transmit direct tensile stress, having a minimum tensile strength of 75,000 psi.

Provide internally threaded fittings such as turnbuckles, cable sockets, and nuts capable of withstanding a proof load that is 85% of the proof load requirements for nuts, as specified in accordance with ASTM A 563, Table 3.

Provide cable splices and connections that withstand a proof load equal to the tensile strength required of the attached wire rope cable.

Provide steel rectangular plate washers and cable clamps with a minimum tensile strength of 60,000 psi. Provide plain washers of ferrous metal in accordance with ANSI B 18.22.1, Type A.

607.2.4.3 Round Wood Posts

Provide round wood posts from one of the following species:

1. Northern White Cedar;
2. White Pine;
3. Jack Pine;
4. Red (Norway) Pine;
5. Southern Yellow Pine;
6. Ponderosa Pine.

Provide posts from live trees that are stacked and properly seasoned. Peel the entire length of each post, closely trim knots, saw both ends square, and shave the entire length of the post to the white.

Provide posts with a top diameter after shaving of 4 in $-1/2$ in, $+1 1/4$ in.

Ensure posts are free of sap rot, woodpecker holes, plugged holes, ant-eaten areas, and hollow knots extending to center of the post. Do not allow butt rot to exceed 5% of the butt area. Provide posts with sound tops, however, the Department will allow one pipe rot not exceeding a diameter of 3/8 in on a cedar post. Provide posts that do not have excessive checking. Ensure that the posts do not have short kinks or more than one one-way sweep exceeding 2 in, however, the post may have a winding twist.

The Department will not allow posts exhibiting both the maximum crook and maximum butt rot, and will not allow more than 10% of the posts specified in the Contract to contain the maximum crook or butt rot.

The Department may reject posts with other defects that give the post an unsightly appearance or impair its durability or strength. Complete debarking, trimming, and sizing operations before treatment.

607.2.4.4 Preservative Treatment of Posts for Post and Cable Barrier

Provide pressure treated wood posts with pentachlorophenol in accordance with Section 550.2.2, "Preservatives and Treatment Methods," with a minimum retention of 0.4 lb per cubic foot.

607.2.5 Snow Fence

Provide snow fence of 1/2 in \times 1 1/2 in wooden pickets spaced 3 1/2 in on center and woven between five cables. Each cable will consist of at least two strands of galvanized steel wire with diameters of 0.099 in or larger.

Provide wooden pickets that are at least 48 in long and treated or painted in accordance with the manufacturer's recommendations.

Provide wire, braces, attachments, and fittings in accordance with ASTM A 116 and applicable requirements of Section 607.2.2, "Barbed Wire and Woven Wire Fence."

607.2.6 Concrete

Provide Class A concrete bearing blocks and anchors in accordance with Section 510, "Portland Cement Concrete." The Contractor may provide a prepackaged, pre-blended cementitious Material to which the Contractor only adds water at the site.

607.3 CONSTRUCTION REQUIREMENTS

607.3.1 General

Clear the fence lines of trees, bush, stumps, logs, weeds, existing fences, and other obstructions that may interfere with fence construction, unless the Project Manager requires certain trees to remain in place. Dispose of removed material in accordance with Section 601, "Removal of Structures and Obstructions."

If the Contractor is to embed posts, braces, or anchors in concrete, the Contractor shall install temporary guys or bracing to hold the posts in position until the concrete sets. Unless otherwise specified, do not install Materials on posts and do not strain posts, braces, or anchors set in concrete until 7 Days after concrete placement, or until the concrete has reached a compressive strength of 2,500 psi, whichever occurs first. Crown the concrete at the top of the foundation to shed water.

Only cut the tops of posts as approved by the Project Manager. Apply protective coating to cut posts in accordance with Section 607.3.8, "Repair of Damaged Coating on Pull Cables and Tension Wires."

Firmly attach wire and fencing to the posts and braces. Tightly stretch wire and install it at the required elevations. Place fence wire on the field side of the posts, except on the inside

of curves.

At each location where an electric transmission, distribution, or secondary line crosses new fence, provide and install a ground connection in accordance with the NEC®.

Build new fences adjacent to existing fence before removing existing fences. When removing and rebuilding fences, maintain the security of livestock and protect adjacent properties and the traveling public. Remove the existing fence or unused Materials and neatly roll it up in single strand rolls. Remove the fence posts without damaging them and place the posts with the rolls of wire within the Right of Way for property owners to salvage, unless otherwise directed by the Project Manager. If the property owners do not pick the fence up within the allotted time, dispose of the fence as directed by the Project Manager.

607.3.2 Barbed Wire and Woven Wire Fence

Set posts plumb and in accordance with the Plans. The Contractor may drive metal line posts. Excavate for footings and anchors in accordance with the Plans or as directed by the Project Manager. Place post hole backfill in thin layers and compact each layer.

Attach Right of Way fences to Roadway Structures, in accordance with the Plans.

607.3.2.1 Fence Tensioning

Stretch fence wire with a mechanical stretcher or other similar device. Do not allow the length between pull posts to exceed 990 ft for barbed wire, and 660 ft for woven wire.

607.3.2.2 Braces and Corner Posts

Place intermediate braces at intervals of 990 ft or less and at every fence grade-change, such as edges of arroyos, bottoms and tops of hills, and as directed by the Project Manager. Maintain the required distance between the bottom wire and the ground. Space intermediate braces evenly between corner and gateposts or cattle guards. Place a corner post and brace at the intersection of cross fences and the Right of Way fence. Stretch the wires and firmly attach them to the corner posts.

607.3.3 Chain Link Fence

Install braces, tension rods, cables, hardware, and appurtenances in accordance with the manufacturer's recommendations and the Contract.

Do not attach chain link fabric to posts until the concrete footings have reached a compressive strength of 2,500 psi, or until 3 Days after concrete placement, whichever occurs first.

After permanently positioning posts, setting anchorages firmly, and drawing tension wires and pull cables tight with turnbuckles or other approved tension devices, secure the tension wires to the posts with tension bands and tie wires. Secure the chain link fabric at one end and stretch away from the secured end. Stretch the fabric with a mechanical stretcher or other device approved by the Project Manager.

607.3.3.1 Chain Link Fence Post Placement

Set posts plumb in concrete footings. Space chain link fence posts at intervals of 10 ft or less. Measure the intervals from center to center of posts. Pull posts are line posts braced to adjacent line posts. Position pull posts at intervals of 500 ft or less. Provide end posts with an outside diameter of at least 2.875 in. Brace end posts in the same way as corner posts.

607.3.3.2 Chain Link Security Fence

Use chain link security fence in accordance with Section 607.3.3, "Chain Link Fence." Supply security appurtenances on gates for access.

607.3.4 Post and Cable Barrier

607.3.4.1 Post Placement

The Department will allow a depth of post embedment that is greater than specified in the Contract if the finished top of the post meets the required elevation. Compact the bottom of the holes to provide a stable foundation. Set the posts plumb with the front faces in a neat uniform line and with full contact on the foundation surface. Backfill holes with granular Material and compact in layers so the posts maintain the specified position and alignment.

Instead of setting posts in previously dug holes and backfilling, the Contractor may drive the posts, except if the Contract specifies bearing blocks. Only drive if there is adequate lateral stability and as long as the Shoulders and adjacent slopes are not damaged from the

driving operations.

Remove posts that do not meet the requirements or are damaged below cutoff during driving, and replace with sound posts. If upward vertical adjustment of posts is necessary, remove and reinstall them.

The Contractor may cut off the tops of posts to the elevation specified in the Contract. Round the tops of round posts to an approximate domed hemispherical shape centered on the axis of the post. After cutting off treated posts, apply two coats of pentachlorophenol preservative to the cut surfaces.

607.3.4.2 Setting of Anchors, Cable, and Fittings for Post and Cable Barrier

If a bolt projects more than 1 in from the nut, cut off 1/2 in and burr. Paint the ends of cut-off bolts with aluminum paint. Bore holes for cable supports after the posts are set. Place end and intermediate anchorages and bearing blocks in accordance with the Contract.

Excavate trenches for anchor blocks to their neat lines. Perform excavation for anchor rod installation without excessively disturbing the earth between the block and the anchored posts. Excavate holes for bearing blocks to their neat lines, then place and level the block with anchor rods in place on undisturbed soil. Place backfill Material and compact in layers. Do not apply final tension to the anchor assembly until after completing the backfilling.

After completing the anchor assemblies, properly adjust and securely fasten the cables, draw the cables tight, then loosen them to meet Contract requirements for the applicable temperature range.

Use 3 in wide reflective sheeting in accordance with Section 701.2.2.1, "Retroreflective Sheeting," Silver White No. 2. Mount the sheeting on flexible aluminum alloy. Fix the sheeting to each end post and at maximum intervals of 100 ft on intermediate posts, with a minimum of three strips per installation. Completely wrap the reflective strips around each post before installing the post plate washers.

607.3.5 Snow Fence

Construct snow fence in accordance with the manufacturer's recommendations and the Contract.

607.3.6 Pedestrian/Bicycle Railing

Construct pedestrian and bicycle railing in accordance with the Contract or as directed by the Project Manager.

607.3.7 Removing and Rebuilding Fence

Remove and rebuild existing fences in accordance with the Contract or as directed by the Project Manager. Construct new fences in the same or better condition than the original fence.

Salvage Materials from removed fences and incorporate into the rebuilt fences. If the Project Manager determines that some Materials are not reusable, replace those Materials as necessary and in accordance with Section 109.5, "Payment for Changes, Differing Site Conditions, and Extra Work."

Firmly reset posts to the staked alignment. Use the same spacing of the posts and the same number of wires strung and stapled to the posts as the original fence. Use new staples to fasten the wires to the posts.

607.3.8 Repair of Damaged Coating on Pull Cables and Tension Wires

The Contractor may repair pull cables and tension wires that exhibit minor damage to the zinc coating by wire-brushing the damaged area and removing loose, cracked, or weld-burned zinc coating. Paint the cleaned area with two coats of zinc oxide-zinc dust paint in accordance with Federal Specification TT-P-641 or Military Specification MIL-P-21035 or with an equivalent coating approved by the Project Manager. Make repairs and provide repair Materials at no additional cost to the Department.

607.3.9 Gates

Fabricate and construct gates, and stile and post wire traps in accordance with the Contract.

607.3.9.1 Remove and Reset Gate

Remove and reset existing gates in accordance with the Contract or as directed by the

Project Manager.

607.4 METHOD OF MEASUREMENT

The Department will measure fences and watergap gates along the top from outside to outside of end posts for each continuous run of fence or watergap gate.

607.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>Barbed Wire Fence</i> ___ft	Linear Foot
<i>Game Fence</i> ___ft	Linear Foot
<i>Woven Wire Fence</i> ___ft	Linear Foot
<i>Chain Link Fence</i> ___ft	Linear Foot
<i>Chain Link Security Fence</i> ___ft	Linear Foot
<i>Vinyl-Coated Chain Link Fence</i> ___ft	Linear Foot
<i>Snow Fence</i> ___ft	Linear Foot
<i>Pedestrian/Bicycle Railing</i> ___ft	Linear Foot
<i>Pedestrian Screening Fence Type</i> ____	Linear Foot
<i>Post and Cable Barrier</i> ___ft	Linear Foot
<i>Remove and Rebuild (type) Fence</i>	Linear Foot
<i>Standard Gate</i> ___ft	Each
<i>Barbed Wire Gate, ___ft</i>	Each
<i>Chain Link Gate, ___ft Span</i>	Each
<i>Chain Link Gate, ___ft Span by ___ft Rise</i>	Each
<i>Pipe Gate</i> ___ft	Each
<i>Water Gap Gate</i>	Linear Foot
<i>Turnstile Gate</i> ___ft	Each
<i>Remove and Reset</i> ____ Gate	Each
<i>Stile and Post Wire Trap</i>	Each

607.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main item(s) and will not be measured or paid for separately: clearing and grubbing, grading, excavation, backfill, disposal of surplus material, concrete, fasteners, galvanizing, coating repairs and all additional bracing required for grade changes



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

AWARDED VENDOR
3 VENDORS

Telephone No. _____

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 51-000-00-00078

PRICE AGREEMENT AMENDMENT NO.: TEN

TERM: MAY 9, 2005 - NOVEMBER 6, 2008

SHIP TO:
All State of New Mexico Agencies, Commissions, Institutions,
Political Sub-divisions and Local Public Bodies allowed by law.

INVOICE:

AS REQUESTED

Procurement Specialist: INDIA GARCIA *IG*

Telephone No.: 505-827-0483

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM NOVEMBER 7, 2008 TO FEBRUARY 6, 2009 AT THE SAME PRICE, TERMS AND CONDITIONS.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO
India Garcia
NEW MEXICO STATE PURCHASING AGENT

DATE: 11/04/08

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505/ PO BOX 6850, SANTA FE, NM 87502-6850 (505) 827-0472

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

AWARDED VENDOR
3 VENDORS

Telephone No. _____

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 51-000-00-00078
PRICE AGREEMENT AMENDMENT NO.: EIGHT
TERM: MAY 8, 2007 - AUGUST 6, 2008

SHIP TO:
**ALL STATE OF NEW MEXICO AGENCIES,
COMMISSIONS, INSTITUTIONS, POLITICAL SUB-
DIVISIONS AND LOCAL PUBLIC BODIES ALLOWED
BY LAW.**

INVOICE:

AS REQUESTED

**CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON**

Procurement Specialist: INDIA GARCIA 
Telephone No.: (505) 827-0483

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

**THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND
BECOME A PART THERE OF.**

**IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL PARTIES,
THIS PRICE AGREEMENT IS EXTENDED FROM AUGUST 7, 2008 TO NOVEMBER 6, 2008 AT THE SAME
TERMS AND CONDITIONS.**

**ALSO, ALLOW ESCALATION COST OF 25% PRICING PER VENDOR REQUEST FOR SMITH
CONSTRUCTION.**

AND ALLOW ESCALATION COST OF 26% PRICING PER VENDOR REQUEST FOR AMERICAN FENCE.

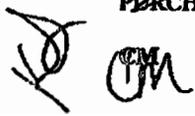
**EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL
REMAIN IN FULL FORCE AND EFFECT.**

ACCEPTED FOR THE STATE OF NEW MEXICO


NEW MEXICO STATE PURCHASING AGENT

DATE: 08/06/08

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505, PO BOX 6850, SANTA FE, NM 87502-6850 (505) 827-0472





STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

AWARDED VENDOR
3 VENDORS

Telephone No. _____

PRICE AGREEMENT
AMENDMENT

PRICE AGREEMENT NUMBER: 51-000-00-00078

PRICE AGREEMENT AMENDMENT NO.: SEVEN

TERM: MAY 8, 2007 - MAY 6, 2008

SHIP TO:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public
Bodies allowed by law.

INVOICE:

AS REQUESTED BY USER

CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON

Procurement Specialist: INDIA GARCIA

Telephone No.: 505-827-0483

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND
BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL
PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM MAY 7, 2008 TO AUGUST 6, 2008 AT
THE SAME PRICE, TERMS AND CONDITIONS.

EXTENSION IS FOR ALL VENDORS. EXCEPT VALLEY FENCE, DIVISION OF APACHE
CONSTRUCTION CO., INC.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE
AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

Moody R. H. Fox

DATE: 05/06/08

NEW MEXICO STATE PURCHASING AGENT

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505)
827-0472

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

AWARDED VENDOR
4 VENDORS

Telephone No. _____

PRICE AGREEMENT
AMENDMENT

PRICE AGREEMENT NUMBER: 51-000-00-00078

PRICE AGREEMENT AMENDMENT NO.: SIX

TERM: MAY 8, 2007 - FEBRUARY 6, 2008

SHIP TO:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public
Bodies allowed by law.

INVOICE:

AS REQUESTED BY USER

CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON

Procurement Specialist: INDIA GARCIA

Telephone No.: 505-827-0483

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND
BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF
ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM FEBRUARY 7, 2008 TO
MAY 6, 2008 AT THE SAME PRICE, TERMS AND CONDITIONS.

ALLOW ESCALATION COSTS OF 10% PRICING PER VENDOR REQUEST FOR VALLEY
FENCE.

ALLOW ESCALATION COSTS OF 16% PRICING PER VENDOR REQUEST FOR AMERICAN
FENCE.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE
AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

Michael R. Fox
NEW MEXICO STATE PURCHASING AGENT

DATE: 02/04/08

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505)
827-0472

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

AWARDED VENDOR
4 VENDORS

Telephone No. _____

PRICE AGREEMENT
AMENDMENT

PRICE AGREEMENT NUMBER: 51-000-00-00078

PRICE AGREEMENT AMENDMENT NO.: FIVE

TERM: MAY 8, 2007 - NOVEMBER 7, 2007

SHIP TO:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public
Bodies allowed by law.

INVOICE:

AS REQUESTED BY USER

CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON

Procurement Specialist: BRENDA CHACON

Telephone No.: 505-827-0488

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND
BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF
ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM NOVEMBER 7, 2007 TO
FEBRUARY 6, 2008 AT THE SAME PRICE, TERMS AND CONDITIONS.

ALLOW ESCALATION COSTS OF 16% PRICING PER VENDOR REQUEST FOR SMITH
CONSTRUCTION.

ALLOW ESCALATION COSTS OF 18% PRICING OER VENDOR REQUEST FOR VALLEY
FENCE.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE
AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

DATE: 11/05/07

NEW MEXICO STATE PURCHASING AGENT

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505)
827-0472

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

GSD/PD 003-D2 (Rev. 12/91)

AWARDED VENDOR
4 VENDORS

Telephone No. _____

PRICE AGREEMENT
AMENDMENT

PRICE AGREEMENT NUMBER: 51-000-00-00078

PRICE AGREEMENT AMENDMENT NO.: FOUR

TERM: MAY 8, 2007 - AUGUST 8, 2007

SHIP TO:
All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public
Bodies allowed by law.

INVOICE:

AS REQUESTED BY USER

CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON

Procurement Specialist: BRENDA CHACON

Telephone No.: 505-827-0488

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM AUGUST 8, 2007 TO NOVEMBER 7, 2007 AT THE SAME PRICE, TERMS AND CONDITIONS.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

Brenda S. Chacon

DATE: 08/07/07

NEW MEXICO STATE PURCHASING AGENT

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

AWARDED VENDOR
4 VENDORS

Telephone No. _____

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 51-000-00-00078

PRICE AGREEMENT AMENDMENT NO.: TWO

TERM: MAY 9, 2005 - MAY 8, 2007

SHIP TO:
All State of New Mexico Agencies, Commissions, Institutions,
Political Sub-divisions and Local Public Bodies allowed by law.

INVOICE:

AS REQUESTED

CONTRACT ORDERS WILL INDICATE AGENCY CONTACT
PERSON

Procurement Specialist: BRENDA CHACON

Telephone No.: 505-827 - 0488

COMMODITY: FENCING MATERIALS AND/OR INSTALLATION

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND BECOME A PART THERE OF.

THIS AMENDMENT IS ISSUED TO REFLECT THE FOLLOWING EFFECTIVE IMMEDIATELY.

EXTEND FOR AN ADDITIONAL 3 MONTHS BY MUTUAL AGREEMENT.

TERM: MAY 8, 2007 - AUGUST 8, 2007.

SMITH'S CONSTRUCTION TO INCREASE COSTS BY 16%.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

Michael R. Fox
NEW MEXICO STATE PURCHASING AGENT

DATE: 05/02/07

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505 / , PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

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CONTRACT NO. 51-000-00-00078

STATE OF NEW MEXICO

STATEWIDE PRICE AGREEMENT
FOR
FENCING MATERIALS AND/OR INSTALLATION

THIS AGREEMENT is made and entered into by and between the State Purchasing Division, General Services Department, State of New Mexico, herein after referred to as the "agency", and American Fence Co. herein after referred to as the "contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions [Alphabetize after list of standard clauses are agreed upon.]
 - A. "Agreement Administrator" means the individual appointed by the SPA to administer the Price Agreement.
 - B. "Procuring Agency" means an agency of the executive, legislative or judicial branches of New Mexico state government as well as local public bodies including cities, counties, public schools and institutions of higher education.
 - C. "Purchase Order" means a fully executed Purchase Document which specifies the products to be provided, or services to be performed, by the Contractor under the terms of the Price Agreement.
 - D. "Products and Services Schedule" refers to the complete list of products and services offered under this agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
 - F. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
 - G. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.
 - H. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".
 - I. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order

is within the quantity limitations of the contract, if any.

- J. "Procuring agency" means any state agency or local public body that chooses to procure products or services under this agreement. Other units of government, including cities, counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the SPA, are authorized to buy from this agreement.

2. Scope of Work

- A. **Statement of Work** - Under the terms and conditions of this Price Agreement all State of New Mexico, Agencies, Commissions, Institutions, Political Sub-divisions and Local Public Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The item and/or services to be ordered shall be as listed under Attachment A – Products and Services Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied, by either the New Mexico State Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement. The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.
- B. **Specifications** - Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Attachment A – Products and Services Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), numbers(s), and price(s); however they may not describe the item(s) fully.
- C. **Reporting** - Progress and utilization reports shall be provided by the contractor monthly or as mutually agreed upon, based on the contractor's proposal, which will include sample reports included in Attachment B.
- D. **Shipping and Billing Instructions** - Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term of this agreement. The contractor shall enclose a packing list with each shipment listing the order number, price agreement number, and the commercial part number (if any) for each item.

The contractor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring agency, the contractor shall bear all risk of loss or damage until products have been accepted by the procuring agency. Destination charges are included in the product price on the Products and Services Schedule. The contractor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or

delivery-by-messenger service). Such enhanced delivery charges shall pre-paid by the contractor and billed as a separate item at actual cost. The contractor shall advise the procuring agency of any enhanced delivery charges prior to the acceptance of the purchase order.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency.

Unless otherwise agreed upon by the procuring agency, the contractor is responsible for the pick-up of returned equipment.

E. Packing (if applicable) - The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.

F. Price - Prices as listed in the Products and Services Schedule hereto included in Attachment A.

3. Security Clearance and Criminal History Check

Security clearance and criminal history checks may be required of the contractor and/or key staff.

4. Payment Provisions

All payments under this agreement are subject to the following provisions.

A. Inspection - Final inspection and acceptance will be made at the destination.

Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

B. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the contractor, within fifteen (15) days from the date the procuring agency receives written notice from the contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services. The time period for products

shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- C. Issuance of Orders - Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract Orders under this Price Agreement. Other authorized government entities may utilize form SPD-001A or forms adapted by them for their own use.
- D. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the contractor within thirty (30) days after the date of invoice. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the contractor's designated mailing address.
- E. Tax Note - Contractor shall exempt state from all eligible tax-exemption.
- F. Invoices - The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT. Delivery shall be made as agreed to prior to finalizing this agreement. If vendor is unable to meet stated delivery the agency must be notified. Contractor may submit invoices for payment no more frequently than monthly.
- G. Purchase - A procuring agency may purchase any product or service listed in the contractor's Products and Services Schedule at or below the prices stated therein. Title to equipment shall pass to the procuring agency upon acceptance.
- H. Lease - Upon a procuring agency's request, the contractor may lease products listed in the Products and Services Schedule to a procuring agency. Lease rates are subject to the then-current rates applicable at the time of the request. The lease term shall begin upon acceptance of the products and shall not exceed statutory limits. Title to leased equipment shall remain with the contractor. The lease agreement and rate must be approved by the SPA prior to initiation.
- I. Rent - Upon a procuring agency's request, the contractor may rent products listed in the Products and Services Schedule to a procuring agency. Rental rates are subject to the then-current rates applicable at the time of the request. The rental term shall begin upon acceptance. The initial term shall be for one year or less. Following the initial term, a procuring agency may continue to rent the products

on a month-to-month basis. A rental agreement may terminate at the conclusion of the initial term or continue thereafter until terminated by the procuring agency with thirty (30) days prior written notice. The entire rental term shall not exceed two years. Title to rental equipment shall remain with the contractor. The rental agreement and rate must be approved by the SPA prior to initiation.

5. Term

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same terms and conditions. This agreement shall not exceed four (4) years.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY.

6. Default

The State reserves the right to cancel all or any part of any orders placed under this contract without cost to the State, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

- A. For Convenience - This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.
- B. For Cause - Either party may terminate this agreement for cause based upon material breach of this agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach. the non-

breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

8. Amendment

This Price Agreement may be amended by mutual agreement of the State Purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

9. Status of Contractor

The contractor, and contractor's agents and employees, are independent contractors for the agency and are not employees of the State of New Mexico. The contractor, and contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this agreement. The contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

10. Assignment

- A. Neither this price agreement nor any orders placed under this price agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price agreement.
- B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

11. Subcontracting

The contractor shall not subcontract any portion of any services to be performed under this agreement without written approval from the State Purchasing Agent. The following subcontractor(s) have been approved to supply resources for this agreement
NONE

12. Non-Collusion

In signing this agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.

13. State Furnished Property

State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

14. Inspection of Plant

The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

15. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this price agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

16. Condition of Proposed Items

All proposed items are to be NEW and of most current production, unless otherwise specified.

17. Records of Audit

During the term of this agreement and for three years thereafter, the contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the agency, the State Auditor and other appropriate state and federal authorities. The agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the agency to recover excessive or illegal payments.

18. Appropriations

The terms of this agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the legislature of New Mexico for the performance of this agreement. If sufficient appropriations and authorization are not made

by the legislature, this agreement, and any orders placed under it, shall terminate upon written notice being given by the agency to the contractor. The agency's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

19. Release

The contractor, upon final payment of the amount due under this agreement, releases the agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this agreement. The contractor agrees not to purport to bind the State of New Mexico, unless the contractor has express written authority to do so, and then only within the strict limits of that authority.

20. Confidentiality

Any confidential information provided to or developed by the contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without prior written approval by the procuring agency.

21. Product of Service: Copyright

All materials developed or acquired by the contractor under this agreement shall become the property of the State of New Mexico and shall be delivered to the procuring agency no later than the termination date of this agreement. Nothing produced, in whole or in part, by the contractor under this agreement shall be the subject of an application for copyright by or on behalf of the contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the contractor shall be indexed and placed in appropriately labeled binders and delivered to the procuring agency at conclusion of the agreement.

22. Conflict of Interest

The contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this agreement. The contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

23. Approval of Contractor Representatives

The agency reserves the rights to require a change in contractor representatives if the assigned representatives are not, in the opinion of the agency, serving the needs of the State of New Mexico adequately.

24. Scope of Agreement

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

25. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

26. Equal Opportunity Compliance

The contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this agreement. If contractor is found to be not in compliance with these requirements during the life of this agreement, contractor agrees to take appropriate steps to correct these deficiencies.

27. Indemnification

The contractor shall hold the state and its agencies and employees harmless and shall indemnify the state and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. The contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the agency, its officers or employees.

28. Applicable Law

The laws of the State of New Mexico shall govern this agreement.

29. Limitation of Liability

The contractor's liability to the agency, or any procuring agency, for any cause whatsoever shall be limited to the purchase price paid to the contractor for the products and services that are the subject of the agency's, or the procuring agency's, claim. The foregoing limitation does not apply to paragraph 27 of this agreement or to damages resulting from personal

injury caused by the contractor's negligence.

30. Binding Arbitration

Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

31. Incorporation by Reference and Precedence

This agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the contractor's best and final offer; and (3) the contractor's response to the request for proposals.

In the event of a dispute under this agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the agreement in reverse chronological order; (2) the agreement, including the scope of work; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the contractor's best and final offer; and (5) the contractors response to the request for proposals.

32. Workers' Compensation

The contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the agency.

33. Impracticality of Performance

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

35. Enforcement of Agreement

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the state and its agencies against any claim that any product or service provided under this agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the agency based upon contractor's trade secret infringement relating to any product or services provided under this agreement, the contractor agrees to reimburse the state for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the agency shall:

- i. give the contractor prompt written notice within 48 hours of any claim;
- ii. allow the contractor to control the defense of settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide the agency the right to continue using the product or service and fully indemnify the agency against all claims that may arise out of the agency's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the agency to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the contractor under this agreement shall be the subject of an application for copyright by or on behalf of the

contractor.

37. Survival

The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification; indemnification; and limit of liability" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

38. Notification

Either party may give written notice to the other party in accordance with the terms of this paragraph 38. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed:

To agency: Michael C. Vinyard, State Purchasing Agent

Office address: 1100 South St. Francis Drive
(for express carrier Joseph M. Montoya Building, Rm. 2016
and hand deliveries) Santa Fe, New Mexico 87505-4108
(505) 827-0472 (voice)
(505) 827-2484 (fax)
mvinyard@state.nm.us

For all US Mail use: P. O. Drawer 26110
Santa Fe, New Mexico 87502-0110

To contractor: Bryant Thomas, Branch Manager
American Fence Co.
9634 2nd St. NW
Albuquerque, NM 87114

Either party may change its representative or address above by written notice to the other in accordance with the terms of this paragraph 38. The carrier for mail delivery and notices shall be the agent of the sender.

39. Amendments

This agreement shall only be amended by written instrument executed by the parties.

40. Succession

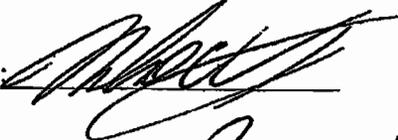
This agreement shall extend to and be binding upon the successors and assigns of the

parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by:

STATE OF NEW MEXICO
General Services Department

American Fence Co.
(Contractor)

BY: 

BY: 

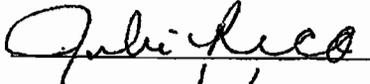
TITLE: State Purchasing Agent
5-20-05

TITLE: Branch Manager

The records of the Taxation and Revenue Department reflect that the contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO. 01-056610-004

BY: 

DATE: 5/10/05

CONTRACT ATTACHMENTS

- A. Product and Services Schedule (Request for Proposal Appendix B – Pricing Grids)
- B. Sample Reports
- C. Request for Proposal

FENCING PRODUCT CATEGORIES

Instructions: Fill in the relevant tabs as instructed in the RFP Section V. Cost Proposal. DO NOT alter the format of the spreadsheets in any way. Use the spreadsheets for data entry ONLY.

AMENDMENT I: DELETED ITEMS ARE STRUCK THROUGH AND/OR SHADED IN GRAY. INSERTED ITEMS ARE IN BOLD BLUE.

AMENDMENT II: DELETED ITEMS ARE RED STRUCK THROUGH AND/OR SHADED IN GRAY. INSERTED ITEMS ARE IN BOLD RED.

- OVERVIEW

- A. SNOW FENCES**
- B. CHAIN LINK FENCES**
- C. CHAIN LINK WITH BARBED WIRE OR RAZOR WIRE/FIELD WIRE WITH BARBED WIRE**
- D. LAY DOWN FENCES, WOOD STAYS, & WOOD POSTS**
- E. GATES (WITH & WITHOUT BARBED WIRE)**
- F. REMOVAL & CLEAN-UP**
- G. SETTING POSTS IN ADVERSE CONDITIONS (COMPRESSOR/ROCK-DRILL)**
- H. PRISON GRADE FENCING MATERIALS, GATES, & FITTINGS**
- I. MOBILIZATION**
- J. COUNTIES BIDDING**

- COUNTY MAP & ZIP CODES**
- DOC LOCATIONS**
- DOT STANDARD DRAWINGS**

A. Snow Fences

Materials & Labor

NEW ITEM	OLD ITEM	APPROX QTY	UNIT	PRICE	DESCRIPTION	UNIT PRICE
1	N/A	10,000	L.F.	SNOW FENCE	Provide & Install Snow Fence: snow fence 50 feet per roll. 1/2 inch x 1-1/2 inch x 48 inch high wood slats. Spaced 2 inch to 2 1/2 inch apart wood slats shall be treated thoroughly with red oxide paint by the manufacturer. Acceptable lumber types: lodgepole pine, southern yellow pine, ponderosa pine, engleman spruce west coast douglas fir or western larch, or norther hardwood aspen. 0.099 inch galvanized steel wire, woven and twisted between slats. Wire shall have a continuous zinc coating. Wire shall be spaced 10 inch apart and 4 inch from the ends of the slat. Galvanized wire to be smooth, free of blister spots, scales, holes, or other imperfections and shall not crack or spall when incorporated in the fabrication or installation of the snow fence. Standard drawing and specification to be provided by DOT. Will be provided in no less than 50 foot segments.	2.34

Materials Only

NEW ITEM	OLD ITEM	APPROX QTY	UNIT	PRICE	DESCRIPTION	UNIT PRICE
2	+	2,000	ROLL	SNOW FENCE	Snow Fence Materials: snow fence 50 feet per roll. 1/2 inch x 1-1/2 inch x 48 inch high wood slats. Spaced 2 inch to 2 1/2 inch apart wood slats shall be treated thoroughly with red oxide paint by the manufacturer. Acceptable lumber types: lodgepole pine, southern yellow pine, ponderosa pine, engleman spruce west coast douglas fir or western larch, or norther hardwood aspen. 0.099 inch galvanized steel wire, woven and twisted between slats. Wire shall have a continuous zinc coating. Wire shall be spaced 10 inch apart and 4 inch from the ends of the slat. Galvanized wire to be smooth, free of blister spots, scales, holes, or other imperfections and shall not crack or spall when incorporated in the fabrication or installation of the snow fence.	64.35

Labor Only

NEW ITEM	OLD ITEM	APPROX QTY	UNIT	PRICE	DESCRIPTION	UNIT PRICE
3	N/A	10,000	L.F.	SNOW FENCE	Installation of Snow Fence to meet DOT standard.	1.05

B. Chain Link Fences

Materials & Labor

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
4	N/A	2,000	L.F. FURNISH AND INSTALL FOUR (4) FOOT CHAINLINK FENCING WITHOUT BARBED WIRE	The chain link will be provided in no less than fifty (50) foot segments and shall be erected as per NMDOT standard serial BCL-001-01	6.78
5	N/A	1,800	L.F. FURNISH AND INSTALL SIX (6) FOOT CHAINLINK FENCING WITHOUT BARBED WIRE	The chain link will be provided in no less than fifty (50) foot segments and shall be erected as per NMDOT standard serial BCL-001-02	8.33
6	N/A	1,300	L.F. FURNISH AND INSTALL BARRIER FENCE	The barrier fence will be ordered in no less than 500 lengths and shall be erected as per NMDOT standard drawing number RFB-001	1.03

Materials Only

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
7	3	2,000	L.F. FURNISH FOUR (4) FOOT CHAINLINK FENCING WITHOUT BARBED WIRE (MATERIAL ONLY)	The chain link will be provided in no less than fifty (50) foot segments standard drawing BCL-001-02	4.79
8	3	2,000	L.F. FURNISH SIX (6) FOOT CHAINLINK FENCING WITHOUT BARBED WIRE (MATERIAL ONLY)	The chain link will be provided in no less than fifty (50) foot segments standard drawing BCL-001-02	1.90
9	6	2,500	L.F. FURNISH BARRIER FENCE (MATERIAL ONLY)	The barrier fence will be ordered in no less than 500 lengths and shall be erected as per NMDOT standard drawing number RFB-001	1.04

Labor Only

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	
10	8	2,000	L.F. INSTALL FOUR (4) FOOT CHAINLINK FENCING WITHOUT BARBED WIRE (LABOR ONLY)	The chain link will be provided in no less than fifty (50) foot segments and shall be erected as per NMDOT standard serial BCL-001-02. Materials may be furnished by NMDOT	1.02
11	9	2,000	L.F. INSTALL SIX (6) FOOT CHAINLINK FENCING WITHOUT BARBED WIRE (LABOR ONLY)	The chain link will be provided in no less than fifty (50) foot segments and shall be erected as per NMDOT standard serial BCL-001-02. Materials may be furnished by NMDOT	1.51
12	40	1,300	L.F. ADD ON TO CONSTRUCT FOUR (4) FOOT CHAIN-LINK FENCE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	1.37
13	44	1,300	L.F. ADD ON TO CONSTRUCT SIX (6) FOOT CHAIN-LINK FENCE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	1.37
14	10	1,500	L.F. INSTALL BARRIER FENCE (LABOR ONLY)	The barrier fence will be ordered in no less than 500 lengths and shall be erected as per NMDOT standard drawing number RFB-001. Materials may be furnished by NMDOT	0.91

C. Chain Link with Barbed Wire or Razor Wire/Field Wire with Barbed Wire

i. Chain Link with Barbed Wire or Razor Wire

Materials & Labor

ITEM #	QTY	UNIT PRICE	AMOUNT	UNIT	DESCRIPTION	DESCRIPTION	UNIT PRICE
15	N/A		150,000	L.F.	FURNISH AND INSTALL FOUR (4) FOOT BARBED WIRE FENCE	The barbed wire fence will be ordered in no less than five hundred (500) foot lengths and shall be erected as per NMDOT Standards Series RFWBP-001-01, RFP-001, RFP-002, RFP-003-01.	1.29
16	N/A		1,000	L.F.	FURNISH AND INSTALL SIX (6) FOOT CHAIN-LINK FENCE WITH RAZOR WIRE	To fence various patrol yards in district one and shall be erected as per NMDOT Standard Drawing 007 with the addition of the razor wire.	9.51
17	N/A		20,000	LF	FURNISH AND INSTALL 6 FT. CHAIN LINK FENCING WITH BARBED WIRE	Furnish and install 6 ft. chain link fencing with barbed wire. The chain link will be provided in no less than 50 foot segments and shall be erected as per NMSITD Standard Drawing 007 with barbed wire extensions and tension wire on the bottom.	9.05

Materials Only

ITEM #	QTY	UNIT PRICE	AMOUNT	UNIT	DESCRIPTION	DESCRIPTION	UNIT PRICE
18	18		22,000	L.F.	FURNISH SIX (6) FOOT CHAIN LINK FENCING WITH BARBED WIRE (MATERIAL ONLY)	Furnish 6 ft. chain link fencing with barbed wire. The chain link will be provided in no less than 50 foot segments and shall be erected as per NMSITD Standard Drawing 007 with barbed wire extensions and tension wire on the bottom.	6.08
20	49		500	Rolls	BARB WIRE	Barb Wire: barb wire class 1 coating ASTM A-1212 conforming to the requirements of ASTM A-121, class 1 coating and shall consist of 2 strands of 12 1/2 gauge coated diameter wire spaced approximately four (4) inches apart. Barbed wire shall be furnished in 80 roll coils. American wire only. 4 point.	53.50
21	30		1000	L.F.	FURNISH SIX (6) FOOT CHAIN LINK FENCE WITH RAZOR WIRE (MATERIAL ONLY)	To fence various patrol yards in various DOT districts and shall be erected as per NMDOT Standard Drawing 007 with the addition of the razor wire.	6.44

22	24	13,000	L.F.	FURNISH 4 FT. CHAIN LINK FENCING WITH BARBED WIRE (MATERIAL ONLY). THE CHAIN LINK WILL BE PROVIDED IN NO LESS THAN 50 FT. SEGMENTS PER NMDOT STANDARDS DRAWING 007.	Furnish 4 ft. chain link fencing with barbed wire (material only). The chain link will be provided in no less than 50 ft. segments per NMDOT Standards Drawing 007.	6.03
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Labor Only

ITEM	QTY	PRICE/UNIT	UNIT	DESCRIPTION	DESCRIPTION	PRICE
23	29	22,000	L.F.	INSTALL SIX (6) FOOT CHAIN LINK FENCING WITH BARBED WIRE (LABOR ONLY)	The chain link will be provided in no less than fifty (50) foot segments and shall be erected as per NMDOT Standard drawing 007 with barbed wire extensions. Materials may be furnished by NMDOT	2.96
24	30	22,000	L.F.	INSTALL FOUR (4) FOOT BARBED WIRE FENCE (LABOR ONLY)	The barbed wire fence will be ordered in no less than five hundred (500) foot lengths and shall be erected as per NMDOT Standards Serials RFWBF-001-02, RFP-001, RFP-002, RFP-003-01. Materials may be furnished by NMDOT	0.64
25	34	1800	L.F.	ADD ON TO CONSTRUCT 6 FT. CHAIN LINK FENCE WITH BARBED WIRE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	1.37
26	33	1800	L.F.	ADD ON TO CONSTRUCT 4 FT. BARBED WIRE FENCE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	0.54
27	36	1000	L.F.	INSTALL SIX (6) FOOT CHAIN LINK FENCE WITH RAZOR WIRE (LABOR ONLY)	To fence various parcel yards in various DOT districts and shall be erected as per NMDOT Standard Drawing 007 with the addition of the razor wire.	3.07

Field Wire with Barbed Wire

Materials & Labor

ITEM	QTY	PRICE/UNIT	UNIT	DESCRIPTION	DESCRIPTION	PRICE
28	N/A	10,000	L.F.	FURNISH AND INSTALL FOUR (4) FOOT WOVEN/ FIELD WIRE FENCE WITH TWO STRANDS OF BARBED WIRE	The woven/field wire fence will be ordered in no less than five hundred (500) foot lengths and shall be erected as per NMDOT Standards Serials RFWDF-001-02, RFP-001, RFP-002, RFP-003-01.	1.84
29	N/A	10,000	L.F.	FURNISH AND INSTALL FOUR (4) FOOT - FOUR (4) STRAND BARBED WIRE FOREST FENCE	The barbed wire forest fence will be ordered in no less than five hundred (500) foot lengths and shall be erected as per NMDOT Standards Serials RFWDF-001-02, RFP-001, RFP-002, RFP-003-01.	1.22
30	N/A	100,000	L.F.	FURNISH AND INSTALL FIELD WIRE WITH 3 STRANDS BARBED WIRE FENCE.	Furnish and install field wire with 3 strands barbed wire fence. Field wire w/barbed wire fence will be ordered in no less than 500 L.F. lengths and shall be erected as per NMSHTD Standard Drawing Number RFWDF-001-02.	1.71

Materials Only

ITEM	QTY	PRICE/UNIT	UNIT	DESCRIPTION	DESCRIPTION	PRICE
31	33	10,000	L.F.	FURNISH FOUR (4) FOOT - FOUR (4) STRAND BARBED WIRE FOREST FENCE (MATERIAL ONLY)	The barbed wire forest fence will be ordered in no less than five hundred (500) foot lengths.	0.60

ITEM#	QUANTITY	APPROXIMATE	UNIT	DESCRIPTION	DESCRIPTION	UNIT PRICE
33	33	10,000	LF	FURNISH 4 FT. WOVEN/FILED WIRE FENCE WITH 2 STRANDS OF BARBED WIRE (MATERIAL ONLY).	Furnish 4 ft. woven/filed wire fence with 2 strands of barbed wire (material only). The woven/filed wire fence with 2 strands of barbed wire will be ordered in no less than 500 ft. lengths.	1.11
34	34	10,000	LF	FURNISH FIELD WIRE WITH 3 STRANDS BARBED WIRE FENCE (MATERIAL ONLY)	Furnish field wire with 3 strands barbed wire fence. Field wire w/barbed wire fence will be ordered in no less than 500 L.F. lengths and shall be erected as per NMSHTD Standard Drawing Number RFWB-002-02.	1.03
35	35	60	Rolls	BRACE WIRE	Brace Wire: (to be 100 lbs. Rolls) brace wire shall have a galvanized coated diameter of at least 0.148 and shall be used in the construction of brace and intermediate braces when wood posts are used.	51.67
36	36	150	Ea.	WOVEN WIRE	Woven Wire: shall conform to the requirements of ASTM A 116, Design Number 832-6-11 (shown in table 1 of ASTM A 116), unless otherwise shown in the contract.	139.29
37	37	500	Rolls	BARBLESS WIRE	Barbless Wire: Class I coating ASTM A-121 conforming to the requirement of ASTM A-121, Class I coating and shall consist of 2 strands of 12 1/2 gauge coated diameter wire spaced approximately 4 inches apart. Barbless wire shall be furnished in 80 roll reels. American wire only.	43.02
38	38	7	Ea.	FENCE POSTS	Fence Posts: 6 foot 6 inch T-posts with clips conforming with the requirement of ASTM designation A-702 and shall be painted green. Posts must have a minimum 64 inches reflective capel-tips-of-post. Post height 6 foot 6 inch metal posts shall have a minimum weight of 1.33 lbs. per foot exclusive of anchor plates. A minimum tolerance not exceeding 3 percent of the minimum weight of each post will be permitted. A plus tolerance of 2 inches and a minus tolerance of one inch in the length of each post will be permitted. Posts to be 200 per bundle. Post should be strictly T-beam and shall be provided with corrugation lugs, ribs, or notches spaced approximately one (1) inch on centers to engage the required fence wire in the designated spaces. Posts with punched tabs intended to be crimped around the wire will not be accepted. Anchor plates shall have an area of not less than 18 square inches shall weigh not less than 0.67 pounds each and shall be securely welded braded, or riveted to each metal post with clips.	3.74
39	39	N/A	Rolls	BARB WIRE	Barb Wire: barb wire class I coating ASTM A-121 conforming to the requirements of ASTM A-121, class I coating and shall consist of 2 strands of 12 1/2 gauge coated diameter wire spaced approximately four (4) inches apart. Barb wire shall be furnished in 80 roll reels. American wire only. 2 point.	45.17

Labor Only

ITEM#	QUANTITY	APPROXIMATE	UNIT	DESCRIPTION	DESCRIPTION	UNIT PRICE
40	40	1,000	LF	INSTALL 4 FT. WOVEN/FILED WIRE FENCE WITH 2 STRANDS OF BARBED WIRE (LABOR ONLY).	Install 4 ft. barbed wire fence (labor only). The six-link-gate fence will be ordered in no less than 500 ft. lengths and shall be erected as per NMDOT Standards Serials RFWB-002-02, RFP-001, RFP-002, RFP-003-01. Materials may be furnished by NMDOT	0.73
41	41	1800	L.F.	ADD ON TO CONSTRUCT FOUR (4) FOOT WOVEN/FILED FENCE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	0.54
42	42	1800	L.F.	ADD ON TO CONSTRUCT FOUR (4) FOOT - FOUR (4) STRAND BARBED WIRE FOREST FENCE USING HAND BUILDING METHODS (LABOR ONLY)	N/A	0.54
43	43	10,000	L.F.	INSTALL BARBED WIRE FOREST FENCE (LABOR ONLY)	The barbed wire forest fence will be ordered in no less than five hundred (500) foot lengths and shall be erected as per NMDOT Standards Serials RFWBF-001-02, RFP-001, RFP-002, RFP-003-01. Materials may be furnished by NMDOT	0.61
44	44	10,000	LF	INSTALL FIELD WIRE FENCE WITH 3 STRANDS BARBED WIRE (LABOR ONLY)	Labor Only to install field wire fence with 3 strands barbed wire. Fence shall be erected as per NMSHTD Standard RFWB-002-02 Drawing. Materials furnished by NMSHTD. Fencing shall be ordered in no less than 500 ft. lengths.	0.67

D. Gates (with & without Barbed Wire)

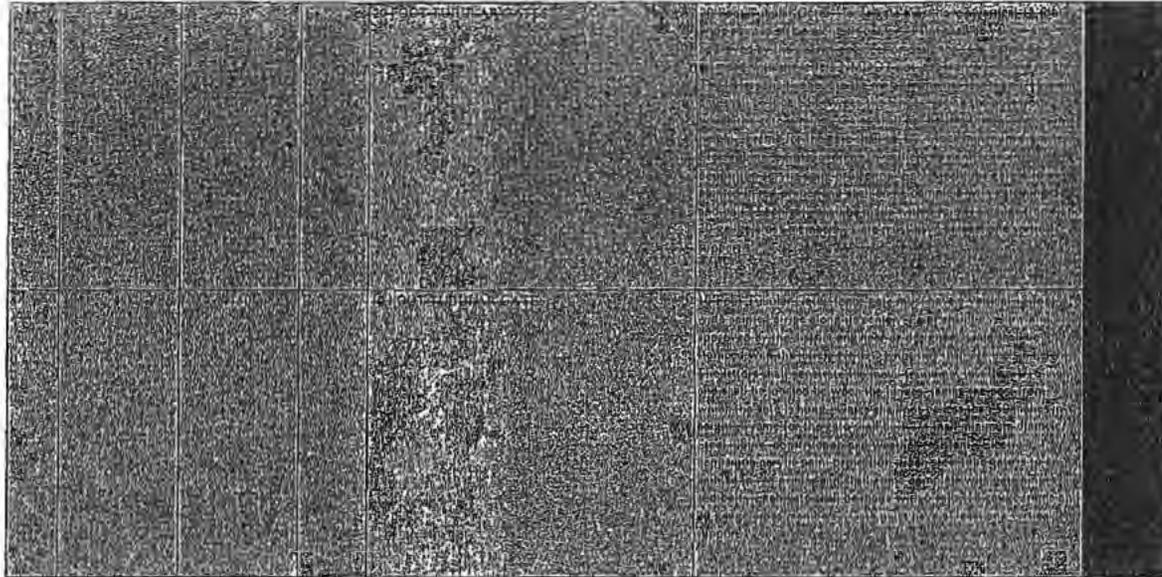
Materials & Labor

NEW ITEM NO.	OLD ITEM NO.	QUANTITY	UNIT	DESCRIPTION	REMARKS	UNIT PRICE
46	N/A	300	L.F.	FURNISH AND INSTALL FOUR (4) FOOT HIGH CHAINLINK GATES	The chain link gate will be provided per NMDOT standard serial BCL-001-02.	13.70
47	N/A	300	L.F.	FURNISH AND INSTALL SIX (6) FOOT HIGH CHAINLINK GATES WITHOUT BARBED WIRE	The chain link gate will be provided per NMDOT standard serial BCL-001-02.	20.48
48	N/A	300	L.F.	FURNISH AND INSTALL SIX (6) FOOT HIGH CHAINLINK GATES WITH BARBED WIRE	The chain link gate will be provided per NMDOT standard drawing 007	20.56
49	N/A	1,000	L.F.	FURNISH AND INSTALL STANDARD TUBULAR GATE	Standard tubular gates shall be erected per NMDOT standard drawing 007	14.33
50	N/A	100	L.F.	FURNISH AND INSTALL WATER GAP GATE	Erected as per NMDOT Standard Drawing 011	42.88

Materials Only

NEW ITEM NO.	OLD ITEM NO.	QUANTITY	UNIT	DESCRIPTION	REMARKS	UNIT PRICE
51	40	2500	L.F.	FURNISH FOUR (4) FOOT HIGH CHAINLINK GATES (MATERIAL ONLY)	The chain link will be provided per NMDOT standard serial BCL-001-02.	11.60
52	44	2500	L.F.	FURNISH SIX (6) FOOT HIGH CHAINLINK GATES WITHOUT BARBED WIRE (MATERIAL ONLY)	The chain link will be provided per NMDOT standard serial BCL-001-02.	18.38
53	42	2500	L.F.	FURNISH SIX (6) FOOT HIGH CHAINLINK GATES WITH BARBED WIRE (MATERIAL ONLY)	The chain link will be provided per NMDOT standard drawing 007	18.87
54	43	2000	L.F.	FURNISH STANDARD TUBULAR GATES (MATERIAL ONLY)	Complete with hardware: fence gate must have a vertical 18 foot-inch wide painted stripe along its center. Paint shall be yellow and approved by the district engineer or designee. Gate shall be stamped with the letters NMDOT not less than 3/8 inch in height. The letters shall penetrate the metal frame not less than 1/16 inch and shall be located between the hinges, facing the post from which the gate is hung. Gates shall not be less than 50 inches in height. Frame for the gate shall be 1 3/4 inch minimum diameter. Steel tubing, construction and weather-resistant. Electro-deposition acrylic paint projection. Each steel tube gate is to be painted in green powder coat paint and shall come complete with gate hinges and bolt. Each gate shall be made with 8 mils, 16 gauge frame and 16 gauge cross members. Gate must have at least five vertical supports.	10.68
55	44	1500	L.F.	FURNISH WATER GAP GATE (MATERIAL ONLY)	As per NMDOT Standard Drawing 011	26.61





Labor Only

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
56	40	L.F.	INSTALL FOUR (4) FOOT HIGH CHAINLINK GATES (LABOR ONLY)	2.10
57	40	L.F.	INSTALL SIX (6) FOOT HIGH CHAINLINK GATES WITHOUT BARBED WIRE (LABOR ONLY)	2.10
58	50	L.F.	INSTALL SIX (6) FOOT HIGH CHAINLINK GATES WITH BARBED WIRE (LABOR ONLY)	2.10
59	1500	L.F.	INSTALL WATER GAP GATE (LABOR ONLY)	17.06
60	2000	EA	INSTALL STANDARD TUBULAR GATE (LABOR ONLY)	3.66

E. Lay Down Fences, Wood Stays, & Wood Posts

Materials & Labor

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
61	N/A	2,000	L.F. FURNISH AND INSTALL FOUR (4) FOOT BARBED WIRE LAYDOWN FENCE WITH TWO INCH BY TWO INCH BY FOUR FOOT (2"x2"x4") PRESSURE TREATED WOOD STAYS AND THREE (3) INCH DIAMETER BY FIVE (5) FOOT LONG WOOD PRESSURE TREATED POSTS INCLUDED	1.72
The barbed wire forest fence will be ordered in no less than five hundred (500) foot lengths and shall be erected as per NMDOT Dist. 5 drawing for barbed wire laydown fence				
62	N/A	1,000	L.F. FURNISH AND INSTALL TWO INCH BY TWO INCH BY FOUR FOOT (2"x2"x4") PRESSURE TREATED WOOD STAYS SPACED AT FIVE (5) FOOT - SIX (6) FOOT CENTER BTW. MAIN POSTS	1.46
These stays will be ordered in amounts no less than six hundred (600) stays and shall be erected as per District drawing for wood stay placement				

Materials Only

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE
63	26	2000	L.F. FURNISH FOUR (4) FOOT BARBED WIRE LAYDOWN FENCE WITH TWO INCH BY FOUR FOOT (2"x2"x4") PRESSURE TREATED WOOD STAYS AND THREE (3) INCH DIAMETER BY FIVE (5) FOOT LONG PRESSURE TREATED WOOD POSTS INCLUDED (MATERIAL ONLY)	1.04
The barbed wire forest fence will be ordered in no less than five hundred (500) foot lengths				
64	67	2000	Ea. FURNISH TWO INCH BY TWO INCH BY FOUR FOOT (2"x2"x4") PRESSURE TREATED WOOD STAYS SPACED AT FIVE (5) FOOT - SIX (6) FOOT CENTER BTW. MAIN POSTS (MATERIAL ONLY)	1.07
These pressure treated wood stays will be ordered in amounts no less than six hundred (600) 100 stays				
65	68	90	Bundls FENCE STAYS- 42"	37.54
Fence Stays: fence stays galvanized steel, 42" Length. Twist type nine (9) gauge. Stays shall conform to ASTM A116 and shall have a coated diameter of at least 0.142 inch and shall be of the length and spacing shown in the contract.				
66	69	250	Ea. WOOD POSTS	11.05
Wood Posts: 4 inch x 6 inch x 8 foot posts shall be cut from southern yellow pine, lodgepole pine or ponderosa pine, and be of the length and dimension shown in the contract. Posts shall be cut from live trees, and shall be straight and free from decay and other defects. All bark shall be peeled, the posts shall be trimmed smooth of all knots and projections, and both ends of the posts shall be sawed off perpendicular to the centerline. Preservative treatment of wood posts. Wood posts shall be pressure treated with pentachlorophenol in accordance with Road & Bridge Construction, 2000 edition, sub-section 550.211, preservative and treatment methods, with a minimum retention of 4.81 kg/m ³ (0.3 lb/ft ³).				

67	68	50	EA	CORNER POSTS	<p>Corner posts: 2 in. x 6 in. Lumber treated corner posts. Southern yellow pine or coast region douglas fir, lodge pole pine or ponderosa pine timber to be pressure treated with petroleum preservative/phenol or creosote in accordance with NMSHTD standard specifications for Road and Bridge Construction, 2000 or an equal pressure preservative conforming with AASHTO M-133-86. All other conditions shall comply to section 607 or reference specs. The successful bidder will be required to furnish 7 copies of a test report and/or certificate of inspection from an approved commercial inspection laboratory to assure that materials furnished meet the requirement of the designated specification. The average nominal diameter of the top of each post shall not be less than 6 inches. Length shall be 8 feet.</p> <p>Certificates of inspection will be forwarded to:</p> <p>New Mexico State Highway and Transportation Dept Materials Lab Bureau P.O. Box 1149 Santa Fe, NM 87501</p>	10.25
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Labor Only

ITEM	QUANTITY	UNIT	DESCRIPTION	DETAILS	UNIT PRICE
68	65	1,000	LF	INSTALL 2 INCH X 2 INCH X 4 FT. PRESSURE TREATED WOOD SPACED AT 5 FT 6 INCH ON CENTER BTW. MAIN POSTS (LABOR ONLY)	0.30
69	64	1,000	L.F.	INSTALL FOUR (4) FOOT BARBED WIRE LAYDOWN FENCE WITH TWO INCH BY FOUR FOOT (2"X2"X4) PRESSURE TREATED WOOD STAYS AND THREE (3) INCH DIAMETER BY FIVE (5) FOOT LONG PRESSURE TREATED WOOD POSTS INCLUDED (LABOR ONLY)	1.68
70	65	1,000	L.F.	ADD ON TO CONSTRUCT FOUR (4) FOOT BARBED WIRE LAYDOWN FENCE (LABOR ONLY)	0.84

F. Removal *

* LIST INCLUDES THE INSTALLATION OF CATTLE GUARDS

NEW ITEM#	OLD ITEM#	APPROX QTY	UNIT	DESCRIPTION	UNIT PRICE
				REMOVAL OF BARRIER FENCE	
				REMOVAL OF BARBED WIRE FENCES	
				REMOVAL OF STANDING WIRE	
71	69	20,000	LF	CLEARING AND GRUBBING FENCE LINE	0.24
72	70	13,000	L.F.	REMOVAL OF CHAIN LINK FENCE OR SECURITY CHAIN LINK FENCE AND GATES	1.46
73	71	6,000	L.F.	REMOVAL OF BARBED WIRE OR FIELD WIRE FENCE WITH BARBED WIRE AND BARBED WIRE OR TUBULAR GATES AND GATES	0.49
74	72	100	L.F.	REMOVAL OF CATTLE GUARDS	58.5
75	73	10000	L.F.	STAKING OF FENCE LINE BY THE CONTRACTOR FIVE HUNDRED (500) FEET MINIMUM	0.31
76	74	5000	L.F.	REMOVAL OF BARRIER FENCE	0.49
77	N/A	120	L.F.	INSTALLATION OF CATTLE GUARDS	85.31

G. Setting Posts in Adverse Conditions (Compressor/Rock-Drill)

ITEM NUMBER	QUANTITY	APPROX. QTY	UNIT	APPROX. AMOUNT	DESCRIPTION	UNIT PRICE
78	75	25,000	L.F.	COMPRESSOR/ROCK DRILL	Compressor with rock drill and all required labor and materials for setting post in adverse ground conditions (i.e. rock) (Post mix shall be included and shall be class E, non-structural). Holes for line post shall be thirty (30) inches deep. Holes for end posts shall be forty-two (42) inches deep.	0.78

H. Prison Grade Fencing Materials, Gates, & Fittings

ITEM #	QTY	UNIT	DESCRIPTION	PRICE
79	36	1200	L.F. LINE POSTS/TERMINAL POSTS/TOP RAILS	1-5/8" OD High Strength Galvanized Steel, P/P/FT 1.08
80	77	1200	L.F. LINE POSTS/TERMINAL POSTS/TOP RAILS	1-7/8" O/D High Strength Galvanized Steel, P/P/FT 1.30
81	78	1200	L.F. LINE POSTS/TERMINAL POSTS/TOP RAILS	2-3/8" O/D High Strength Galvanized Steel, P/P/FT 1.74
82	79	1200	L.F. LINE POSTS/TERMINAL POSTS/TOP RAILS	2-7/8" O/D High Strength Galvanized Steel, P/P/FT 2.27
83	80	1200	L.F. LINE POSTS/TERMINAL POSTS/TOP RAILS	4" O/D High Strength Galvanized Steel, P/P/FT 4.95
84	81	1200	L.F. LINE POSTS/TERMINAL POSTS/TOP RAILS	6" O/D High Strength Galvanized Steel, P/P/FT 9.99
85	82	36	L.F. GATES	Gate - 8 Ft. High 17.41
86	83	36	L.F. GATES	Gate - 10 Ft. High 19.19
87	84	36	L.F. GATES	Gate - 12 Ft. High 20.78
88	85	36	L.F. GATES	Gate - 14 Ft. High 22.94
89	86	1200	L.F. FABRIC	8' Wide Roll, 25mm Mesh 11.11
90	87	1200	L.F. FABRIC	8' Wide Roll, 50mm Mesh 3.19
91	88	1200	L.F. FABRIC	10' Wide Roll, 25mm Mesh 13.89
92	89	1200	L.F. FABRIC	10' Wide Roll, 50mm Mesh 4.27
93	90	1200	L.F. FABRIC	12' Wide Roll, 25mm Mesh 16.65
94	91	1200	L.F. FABRIC	12' Wide Roll, 50mm Mesh 5.07
95	92	1200	L.F. FABRIC	14' Wide Roll, 25mm Mesh 20.41
96	93	1200	L.F. FABRIC	14' Wide roll, 50mm Mesh 6.73
97	94	60	EACH TENSION BARS	96" Length 1.92
98	95	60	EACH TENSION BARS	120" Length 2.43
99	96	60	EACH TENSION BARS	144" Length 2.88
100	97	60	EACH TENSION BARS	168" Length 3.84
101	98	30	EACH TENSION BANDS	For 1-5/8" O.D. Post 0.15
102	99	30	EACH TENSION BANDS	For 1-7/8" O.D. Post 0.16
103	100	30	EACH TENSION BANDS	For 2-3/8" O.D. Post 0.17
104	101	30	EACH TENSION BANDS	For 2-7/8" O.D. Post 0.23
105	102	30	EACH TENSION BANDS	For 4" O.D. Post 0.30
106	103	30	EACH TENSION BANDS	For 6" O.D. Post 1.61
107	104	30	EACH BARB ARMS, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	Barb Arm Base, Universal, Steel, 1-5/8" Rail 2.77
108	105	30	EACH BARB ARMS, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	1-5/8" x 1-5/8" 1.44
109	106	30	EACH BARB ARMS, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	1-7/8 x 1-5/8" 1.53
110	107	30	EACH BARB ARMS, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	2-3/8"x1-5/8" 1.58
111	108	30	EACH BARB ARMS, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	1-3/8"x1-5/8" V-Arm 3.60
112	109	30	EACH CORNER BARB ARM, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	2-3/8" 8.90
113	110	30	EACH CORNER BARB ARM, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	2-7/8" 9.39
114	111	30	EACH CORNER BARB ARM, UNIVERSAL, 3-WIRE, 16 GAUGE, PRESSED STEEL	4" 13.07
115	112	12	ROLL BARBED WIRE	Barbed wire, two strand, class 3, four (4) point barbs, interwoven with 4" to 6" spacing between barb @ 1320 ft. per roll. 63.18
116	113	12	ROLL BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS, PUNCHED AT 4" CENTERS. (RAZOR RIBBON HELICAL OR EQUAL)	18" coiled roll x 50' long 28.42

H. Prison Grade Fencing Materials, Gates, & Fittings

NEW ITEM #	OLD ITEM #	APPROX. QTY	UNIT	DESCRIPTION	INFORMATION	UNIT PRICE
117	114	12	ROLL	BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS, PUNCHED AT 4" CENTERS. (RAZOR RIBBON HELICAL OR EQUAL)	24" coiled roll x 50' long	35.90
118	115	12	ROLL	BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS, PUNCHED AT 4" CENTERS. (RAZOR RIBBON HELICAL OR EQUAL)	30" coiled roll x 50' long	44.46
119	116	12	ROLL	BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF EIGHT (8) RAZOR SHARP BARBS ON 4" CENTERS ANGLED APPROX. 24 DEGREES FROM CENTER. (DETAINER HOOK BARB OR EQUAL)	18" coiled roll x 20' long	64.35
120	117	12	ROLL	BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF EIGHT (8) RAZOR SHARP BARBS ON 4" CENTERS ANGLED APPROX. 24 DEGREES FROM CENTER. (DETAINER HOOK BARB OR EQUAL)	31" coiled roll x 20' long	77.29
121	118	12	ROLL	BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF EIGHT (8) RAZOR SHARP BARBS ON 4" CENTERS ANGLED APPROX. 24 DEGREES FROM CENTER. (DETAINER HOOK BARB OR EQUAL)	37" coiled roll x 20' long	92.22
122	119	12	ROLL	BARBED TAPE, HARDENED STAINLESS STEEL STRIP WITH CLUSTERS OF EIGHT (8) RAZOR SHARP BARBS ON 4" CENTERS ANGLED APPROX. 24 DEGREES FROM CENTER. (DETAINER HOOK BARB OR EQUAL)	60" coiled roll x 25' long	227.43
123	120	12	ROLL	BARBED TAPE, HEAT RESISTING CHROMIUM STEEL PLATED REINFORCED CONCERTINA STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS PUNCHED ON 4" CENTERS. (MAZE OR EQUAL)	18" coiled roll x 15' long	33.71
124	121	12	ROLL	BARBED TAPE, HEAT RESISTING CHROMIUM STEEL PLATED REINFORCED CONCERTINA STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS PUNCHED ON 4" CENTERS. (MAZE OR EQUAL)	24" coiled roll x 20' long	41.51
125	122	12	ROLL	BARBED TAPE, HEAT RESISTING CHROMIUM STEEL PLATED REINFORCED CONCERTINA STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS PUNCHED ON 4" CENTERS. (MAZE OR EQUAL)	30" coiled roll x 50' long	123.00
126	123	1	Ctn	BARBED TAPE, HEAT RESISTING CHROMIUM STEEL PLATED REINFORCED CONCERTINA STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS PUNCHED ON 4" CENTERS. (MAZE OR EQUAL)	Hog rings, 9 gauge galvanized steel wire packaged in 25 lb. Carton. P/P/CTN	126.58
127	124	1	Ctn	BARBED TAPE, HEAT RESISTING CHROMIUM STEEL PLATED REINFORCED CONCERTINA STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS PUNCHED ON 4" CENTERS. (MAZE OR EQUAL)	Hog rings, 12 gauge galvanized steel wire packaged in 25 lb. Carton. P/P/CTN	46.62
128	125	1	ROLL	BARBED TAPE, HEAT RESISTING CHROMIUM STEEL PLATED REINFORCED CONCERTINA STRIP WITH CLUSTERS OF FOUR (4) RAZOR SHARP BARBS PUNCHED ON 4" CENTERS. (MAZE OR EQUAL)	Tie wire, smooth galvanized, 1700' P/Roll	141.15
129	126	120	EACH	GALVANIZED STEEL TIE WIRES, 9 GAUGE	6-1/2" x 1-5/8"	0.01
130	127	120	EACH	GALVANIZED STEEL TIE WIRES, 9 GAUGE	8-2" x 1-5/8"	0.01
131	128	120	EACH	GALVANIZED STEEL TIE WIRES, 9 GAUGE	10-1/2" x 2-7/8"	0.02
132	129	120	EACH	GALVANIZED STEEL TIE WIRES, 9 GAUGE	14" x 4"	0.03
133	130	1	Ctn	TWISTABLE TIE WIRES, 8" END TO END, 18 GAUGE, LOOPED ON EACH END	18 gauge, galvanized, 100 per carton, price P/CTN	14.55
134	131	1	Ctn	TWISTABLE TIE WIRES, 8" END TO END, 18 GAUGE, LOOPED ON EACH END	18 gauge, stainless, 100 per carton, price P/CTN	14.55

H. Prison Grade Fencing Materials, Gates, & Fittings

ITEM NUMBER	QTY	UNIT	DESCRIPTION	UNIT PRICE
135	120	EACH	GROUND STAKES Ground stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	1.44
136	250	%	MISCELLANEOUS Misc. sized carriage bolts with nuts, hot dip galvanized steel. Discount off current year manufacturer's price list. Manufacturer Brand: Master Halco Catalog No: 1	10
137	150	%	MISCELLANEOUS Misc. sized bolts with nuts and washers, Hot dip galvanized steel. Discount off current year manufacturer's price list. Manufacturer Brand: Master Halco Catalog No: 1	10
138	250	%	MISCELLANEOUS Misc. sized post and top rail fittings, sleeves, caps and ends. Discount off current year manufacturer's price list. Manufacturer Brand: Master Halco Catalog No: 1	10
139	250	%	MISCELLANEOUS Misc. sized post and gate hinge sets, top and bottom, ready for installation. Complete with all necessary fasteners for turnkey operation. Discount off current year manufacturer's price list. Manufacturer Brand: Master Halco Catalog No: 1	10
140	250	%	MISCELLANEOUS Vendors to indicate % discount off catalog. Price for items such as parts and materials not specifically listed in RFP. Manufacturer Brand: Master Halco Catalog No: 1	10
141	500	L.F.	INSTALLATION OF 6 FT. PRISON GRADE FENCE OR GATE	4.09
142	2000	L.F.	INSTALLATION OF 8 FT. PRISON GRADE FENCE OR GATE	3.44
143	2000	L.F.	INSTALLATION OF 10 FT. PRISON GRADE FENCE OR GATE	5.11
144	5000	L.F.	INSTALLATION OF 12 FT. PRISON GRADE FENCE OR GATE	5.37
145	5000	L.F.	INSTALLATION OF 14 FT. PRISON GRADE FENCE OR GATE	6.86

H. Prison Grade Fencing Materials, Gates, & Fittings

NEW SITE/NO.	OLD ITEM/NO.	QUANTITY	UNIT	DESCRIPTION	UNITS PER LINE ITEM	UNIT PRICE
146		10000	L.F.	PROVIDE AND INSTALL OUTRIGGERS	Provide labor and materials to construct outriggers for purposes of securing or attaching razor wire for prison grade fencing/applications.	0.74

I. Mobilization

* Additions to base bid are not included in the base bid of this project

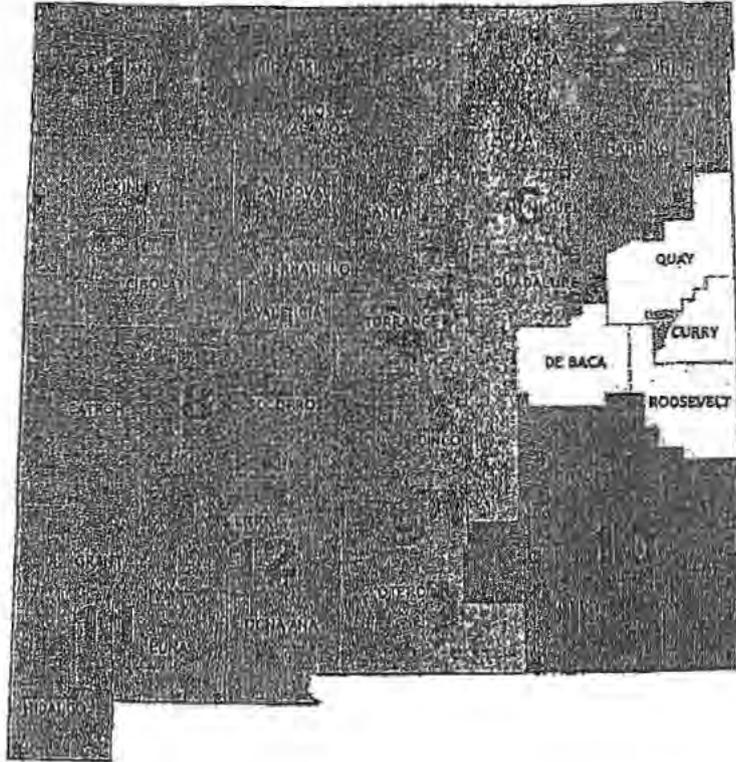
DEPARTMENT OF TRANSPORTATION		ADDRESS OF OFFICE		MATERIALS OR MATERIALS & LABOR		LABOR ONLY	
LINE ITEM	DESCRIPTION	ADDRESS	EST. AMOUNT	ADDRESS	EST. AMOUNT	ADDRESS	EST. AMOUNT
147	147 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
148	148 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
149	149 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
150	150 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
151	151 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
152	152 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
153	153 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
154	154 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
155	155 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
156	156 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
157	157 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
158	158 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
159	159 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
160	160 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
161	161 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
162	162 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
163	163 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
164	164 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
165	165 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
166	166 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
167	167 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
168	168 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
169	169 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
170	170 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
171	171 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
172	172 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
173	173 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
174	174 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
175	175 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
176	176 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
177	177 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
178	178 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23
179	179 MILE MOBILIZATION	1913 Covert Blvd, SW	\$7,121.00	NA	\$7,121.00	NA	2.23

DEPARTMENT OF CORRECTIONS				ADDRESS OF ORIGIN					MATERIALS OR LABOR ONLY		
ITEM #	ITEM	QUANTITY	UNIT	DESCRIPTION	ADDRESS	CITY	STATE	ZIP CODE	DEPARTMENT OR OTHER AGENCY	UNIT PRICE	TOTAL
180	420	500	MOBILIZATION		1933 Coon Blvd. SW	Albuquerque	NM	87111-00	Prisoners of New Mexico	3.8	1.90
181	420	500	MOBILIZATION		1933 Coon Blvd. SW	Albuquerque	NM	87111-00	Central New Mexico Correctional Facility	0	0
182	420	500	MOBILIZATION		1933 Coon Blvd. SW	Albuquerque	NM	87111-00	Southern New Mexico Correctional Facility	1.75	0.875
183	420	500	MOBILIZATION		1933 Coon Blvd. SW	Albuquerque	NM	87111-00	Western New Mexico Correctional Facility	1.1	0.55
184	420	500	MOBILIZATION		1933 Coon Blvd. SW	Albuquerque	NM	87111-00	Rancho Correctional Center	2.75	1.375

ADDITIONAL ITEMS

ITEM #	ITEM	QUANTITY	UNIT	DESCRIPTION	DESCRIPTION	UNIT PRICE	TOTAL
185	N/A	10	Bundle	FENCE STAYS - 36" (MATERIAL ONLY)	Fence stays: heavy duty galvanized steel, 20" length, 1/2" dia. x 1/4" wall thickness. (ASTM A118 and shall have a coated diameter of 1/4" from 8.142 inch and shall be of the length and spacing shown in the drawing.	36.00	360.00
186	N/A	1000	L.F.	PRIVACY CHAIN LINK FENCE 6' WITHOUT BARBED WIRE (MATERIAL AND LABOR)	Privacy and Insect 6' Privacy Chain Link Fence Without Barbed Wire	17.17	17170.00
187	N/A	1000	L.F.	PRIVACY CHAIN LINK FENCE 6' WITHOUT BARBED WIRE (LABOR ONLY)	Insect 6' Privacy Chain Link Fence Without Barbed Wire	3.10	3100.00
188	N/A	1000	L.F.	PRIVACY CHAIN LINK FENCE 6' WITH BARBED WIRE (MATERIAL AND LABOR)	Privacy and Insect 6' Privacy Chain Link Fence With Barbed Wire	17.40	17400.00
189	N/A	1000	L.F.	PRIVACY CHAIN LINK FENCE 6' WITH BARBED WIRE (LABOR ONLY)	Insect 6' Privacy Chain Link Fence With Barbed Wire	3.25	3250.00
190	N/A	2000	Bundle	PRIVACY SLATS (MATERIAL ONLY)	Privacy slats for privacy chain link fence. Will be ordered in quantity not less than 100 privacy slats.	28.00	56000.00

J. Counties Bidding



County	Bidding
San Juan	Y
Rio Arriba	Y
Taos	Y
Colfax	Y
Union	Y
McKinley	Y
Sandoval	Y
Los Alamos	Y
Santa Fe	Y
Mora	Y
Harding	Y
San Miguel	Y
Cibola	Y
Bernalillo	Y
Valencia	Y
Torrance	Y
Guadalupe	Y
Quay	Y
Catron	Y
Socorro	Y
Lincoln	Y
De Baca	Y
Curry	Y
Roosevelt	Y
Hidalgo	Y
Grant	Y
Luna	Y
Sierra	Y
Dona Ana	Y
Otero	Y
Chaves	Y
Eddy	Y
Lea	Y

STATE OF NEW MEXICO
PRICE AGREEMENT
FOR
FENCING MATERIALS AND/OR INSTALLATION

RECEIVED
STATE PURCHASING AGENT
2006 APR 10 AM 9:28

Price Agreement No.: 51-000-00-00078

AMENDMENT No.: 1

THIS AMENDMENT is made and entered into by and between the State Purchasing Division, General Services Department, State of New Mexico, herein after referred to as "SPD", American Fence Company and herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED PRICE AGREEMENT ARE AMENDED AS FOLLOWS:

1. #5 - Term, is hereby amended as follows:

This Contract is extended from May 08, 2006 and end on May 08, 2007. Upon mutual agreement, this contract may be extended for two additional years. This contract including all extensions and renewals shall NOT exceed four years in duration.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT to the Price Agreement as of the date of execution by the State Purchasing Agent, below.

State of New Mexico
State Purchasing Agent

By: Michael C. Vinyard Date: 4/11/06
Michael C. Vinyard

American Fence Company
Contractor

By: Bryant Thomas Date: 4/6/06
Print Name: Bryant Thomas

State of New Mexico
Taxation and Revenue Department
Tax ID No. : 01-056610-004

By: Sheila Harris Date: 4/11/06