

# Price Agreement

## Ciudad Soil & Water Conservation District



**Awarded Vendors:**

**1**

Procurement Number: 2023-0001-3478

Payment Terms: Net (30)

**Service Delivered to:**

**Ciudad Soil & Water  
Conservation District**

Chief Procurement Officer: Astrid Mooney

Phone Number: (505)510-3478

**Invoice:**

**As requested upon delivery of  
service**

Email: Ciudadswcd1944@gmail.com

**Title: Conservation Corps Work Crews**

**Term: July 1<sup>st</sup>, 2023, to June 30<sup>th</sup>, 2024**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

**Accepted for Ciudad Soil & Water Conservation District**

J. Steven Glass  
Ciudad SWCD Board Chair

Astrid Mooney  
Ciudad SWCD Chief Procurement Officer

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**Price Agreement**

**Awarded Vendors:**

**(A)0000050703  
Rocky Mountain Youth Corps  
PO Box 19690  
Ranchos de Taos, NM 87557  
(Hereinafter the “Contractor”)**

**Payment Terms: Net 30  
Contractor Deliver: To be negotiated as requested  
and dependent upon project/ crew availability**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, Ciudad SWCD may issue purchase orders for services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price 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 Ciudad SWCD 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.

**Article II –Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III –Specifications**

Services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Purchase orders issued against this schedule will show the applicable price agreement service, quantity(s), and price(s).

**Article IV – Termination**

Ciudad SWCD may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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**Article V – Amendment**

This Price Agreement may be amended by mutual agreement of Ciudad SWCD 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 Ciudad SWCD. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed purchase orders are valid under this Price Agreement.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

**Specifications:**

Ciudad SWCD is establishing this Price Agreement to procure youth conservation corps services for work within its boundaries. Ciudad SWCD is seeking services from youth conservation corps for a variety of work on public and private lands. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

**Term:**

The term of this Price Agreement shall be from July 1<sup>st</sup>, 2023, to June 30<sup>th</sup>, 2024, with option to extend for a period(s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval Ciudad SWCD's Board of Supervisor. This price agreement shall not exceed four (4) years.

**Services:**

Ciudad SWCD does not guarantee any amount of work.

The Awarded Vendor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of dollar amount of work: Ciudad SWCD does not guarantee any amount of work. Failure to respond to the Ciudad SWCD's requests may be grounds for termination of this Price Agreement.

**Escalation/Reduction Clause:**

In the event of a pricing increase, the Awarded Vendor shall submit request directly, providing substantiating evidence that each request is based on demonstrable market changes impacting the cost of services, to Ciudad SWCD for review. Ciudad SWCD may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. The request must show all proposed increases by line item and include supporting documentation. Ciudad SWCD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 15% will not be accepted.*** Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, Ciudad SWCD shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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**Minimum Requirements:**

Awarded vendors are required to hire and train crew members to adequately preform work. Awarded vendors are responsible for following all federal, state, and local labor laws. In addition, awarded vendors are required to keep employment documentation as determined by federal, state, and local statues.

**Delivery and Invoicing:**

Invoices shall be sent to the Ciudad SWCD

Gross receipts taxes apply to labor only; gross receipts taxes do not apply to goods (parts, supplies, accessories, etc.) Invoices shall be submitted bearing the following information: invoice number, Ciudad SWCD purchase order number, and price agreement number.

All items invoiced shall be itemized between service provided and quantity of crew members working on the project. All labor charges on the invoice shall be broken down to indicate the number of hours in performing specific tasks.

**Contractor Responsibilities:**

- The Contractor shall furnish all personnel, facilities, equipment (including rented equipment), materials, supplies, and services (except as expressly set forth in this price agreement as furnished by Ciudad SWCD), and otherwise do all things necessary for the satisfactory performance of this contract.
- The Contractor shall provide all labor, transportation, and equipment necessary to successfully complete the project.
- Contractors are responsible for wages, insurance, liability insurance, per-diem or any other cost associated with the activities of their employees including food and travel expenses.
- Contractors are responsible for providing the required training and safety equipment for their employees.
- Contractors must attain a wage determination from the Department of Labor after being selected for a project. Wage determinations are only needed if a project is over \$60,000.00. A copy must be provided to the Agency prior to beginning work.
- Provide competent supervision and skilled personnel to carry on all work in progress.
- Take appropriate actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect the property in connection with the work covered by this contract.
- Make necessary arrangements for storage of tools and/or equipment. Ciudad SWCD is not responsible for any lost or stolen property.
- Be responsible for all cleanup work on the project site(s) and at the equipment storage area(s) prior to final inspection and acceptance.
- Be held liable for any damages which occur because of his/her negligence or that of his/her employees.
- Contractor(s) shall indemnify and hold harmless the Ciudad SWCD, its officers, agents, or employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor(s) and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement.

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- Progress invoices will be provided to the project manager every 30 days or on a more frequent schedule agreed upon in the project service contract. A final invoice will be provided upon completion of the project.

**Ciudad SWCD Responsibilities:**

- Ciudad SWCD will be responsible for identifying work areas, developing project plans, coordination with outside agencies, customers, or with the public, and will also be responsible for ingress/egress identification.
- Provide the Contractor with the project work plan, ingress/egress routes, identify cultural sites or biological concerns, and provide a contact listing with phone numbers to the Contractors.
- Remit payment for properly documented invoices.
- Ciudad SWCD and/or other coordinating outside agencies are responsible for:
  - Monitor work performance and ensure project guidelines are fulfilled.
  - Monitor post-project results.

**Services:**

1. Pre and Post Vegetation Surveys

Utilize hand crews to construct vegetation transects before and after treatment to identify invasive species, native trees, woody species density or understory cover. Project coordinator will set standards for vegetation surveys and provide data sheets to be completed.

2. Mechanical Invasive Species Removal

Utilize a chainsaw or equivalent to cut trees/shrubs/invasive species for purposes of restoration. Invasive Species will be identified by Project Coordinator.

3. Manual Invasive Species Removal

Utilize hand pulling, grubbing, digging tools, mattocks, hand clippers, loppers, mattocks, girdling tools or equivalent to remove invasive species for the purposes of restoration. Invasive Species will be identified by Project Coordinator.

4. Herbicide Treatment

Hand crews will apply herbicide following guidance by Project Coordinator. Hand crews may complete this following the removal of mechanical or manual removal of invasive species. Herbicide will be sourced and procured by Project Coordinator.

5. Planting a of Native Species and Manual Seeding

Utilize hand crews equipped with handled spreaders or equivalent to disperse seed in upland, wetland or riparian environments and/ or utilize hand crews to plant various trees/ shrubs poles and/ or native plants in determined location by the Project Coordinator. Plants and Seeds will be sourced and procured by Project Coordinator.

6. Trail Construction, Maintenance, and/or Removal

Utilize hand crews equipped with mattocks, mcleod, or equivalent to construct, maintain trails and/or close and restore social trails. To restore social trails, crews may plant cactus and other native plants

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to block and restore closed sections of trails. Trail construction and removal will be determined by Project Coordinator.

7. Fence Construction, Maintenance, and/or Removal

Utilize hand crews to install, maintain or remove fences to meet standards as defined by Project Coordinator. Fencing may be used to prevent trespass or exclude/ facilitate animal access. Materials required will be supplied by Project Coordinator.

8. Construction and Maintenance of Erosion Control Measures

Utilize hand crews to create and install rock and/or wood erosion control structures, wattles, or other structures in specific locations identified by Project Coordinator. Rock and wood material may need to be sourced on site which will require rock bars, safety net straps, or equivalent.

9. Construction and Maintenance of Low-tech Water Control or Stormwater Infrastructure Features

Utilize hand crews to create and install rock and/or wood stream control features, including in-stream vanes, one-rock damns and run downs, as well as streambank swale for the purpose of streambed restoration and restoring streams with the floodplain. Utilize hand crews to create Green Stormwater Infrastructure features to slow stormwater and mitigate nutrient loading. Project Coordinator will be on site to provide guidance, identify locations, and ensure features are installed properly. Project Coordinator will supply and procure needed materials and/or hand crews may be required to source natural materials on site.

10. Sign Installation

Utilize hand crews equipped with post hole digger, tamping bar or equivalent to install signage. Project Coordinator will supply and procure signage as needed.

11. Orchard Management

Utilize hand crews to maintain orchard as specified by Project Coordinator

12. Presentation to Community Center Youth

Utilize crews to present to youth on topics identified by Project Coordinator and at locations determined by Project Coordinator.

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Item	Unit	Quantity of Crew Members (including Crew Leader)	(A)Unit Price	Quantity of Crew Members (including Crew Leader)	(A)Unit Price	Quantity of Crew Members (including Crew Leader)	(A) Unit Price	Quantity of Crew Members (including Crew Leader)	(A)Unit Price
1	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
2	Week	5	\$9,844.00	6	\$10,798.00	7	\$11,753.00	8	\$12,707.00
3	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
4	Week	5	\$9,393.00	6	\$10,347.00	7	\$11,302.00	8	\$12,256.00
5	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
6	Week	5	\$9,091.00	6	\$9,947.00	7	\$10,802.00	8	\$11,658.00
7	Week	5	\$8,886.00	6	\$9,773.00	7	\$10,661.00	8	\$11,548.00
8	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
9	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
10	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
11	Week	5	\$8,946.00	6	\$9,841.00	7	\$10,737.00	8	\$11,632.00
12	Week	5	\$8,654.00	6	\$9,510.00	7	\$10,365.00	8	\$11,221.00