



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:  
4 Vendors**

Number: **00-80500-19-16796**

Amendment No.: **Four**

Term: **December 23, 2019 – December 22, 2021**

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **Raelynn.Lujan@state.nm.us**

**Invoice:**  
New Mexico Department of Transportation  
As Requested at Time of Order

For questions regarding this contract please  
contact:  
Angela Martinez (505) 570-7940

**Title: Bituminous Surface, Treatment Aggregate for District 2**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**This amendment is issued to reflect the following effective immediately: The contract number for this amendment and for Amendment Three is 00-80500-19-16796.**

**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**

*Valerie Paulk*

Date: 10/22/2020

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**  
**4 Vendors**

Number: **00-80500-19-16797**

Amendment No.: **Three**

Term: **December 23, 2019 – December 22, 2021**

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations**

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **Raelynn.Lujan@state.nm.us**

**Invoice:**  
**New Mexico Department of Transportation**  
**As Requested at Time of Order**

**For questions regarding this contract please contact:**  
**Angela Martinez (505) 570-7940**

**Title: Bituminous Surface, Treatment Aggregate for District 2**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 23, 2020 to December 22, 2021 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**

*Valerie Paulk*

Date: 10/15/2020

Mark Hayden, New Mexico State Purchasing Agent

**x This Agreement was signed on behalf of the State Purchasing Agent**



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**

**0000046063 (AD)**

**K Barnett & Sons Inc.**

**PO Box 960**

**Clovis, NM 88102**

**Email: [bbowers@kbarnett.com](mailto:bbowers@kbarnett.com)**

**Telephone No. (575) 762-4407**

Number: **00-80500-19-16796**

Amendment No.: **Two**

Term: **December 23, 2019 – December 22, 2020**

**Ship To:**

**New Mexico Department of Transportation  
Various Locations**

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **[raelynn.lujan@state.nm.us](mailto:raelynn.lujan@state.nm.us)**

**Invoice:**

**New Mexico Department of Transportation  
As Requested at Time of Order**

**For questions regarding this contract please contact:  
Angela Martinez- (505) 570-7940**

**Title: Bituminous Surface, Treatment Aggregate for District 2**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**This amendment is issued to reflect the following effective immediately:**

**Decrease Price for Item 45: Hauling of Surface Treatment Aggregate from contractor's plant up to twenty (20) miles, to locations within Eddy County:**

**From: \$5.00 ton/mile**

**To: \$0.50 ton/mile**

**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**

*Valerie Paulk*  
**Mark Hayden, New Mexico State Purchasing Agent**

Date: 8/19/2020

**× This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
4 Vendors awarded

Price Agreement Number: 00-805-19-16796

Price Agreement Amendment No.: One

Term: December 23, 2019 – December 22, 2020

Ship To:  
New Mexico Department of Transportation Various  
Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:  
New Mexico Department of Transportation  
As Requested at Time of Order  
  
For questions regarding this Price Agreement please  
contact:  
Angela Martinez – (505) 570-7940

Title: Bituminous Surface, Treatment Aggregate for District -2

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

**Correction to Item #2**

From:  
Surface Treatment Aggregate, 3/4 inch maximum gradation  
FOB: Portales, NM Patrol Yard (4241)  
To:  
Surface Treatment Aggregate, 3/8 inch maximum gradation  
FOB: Portales, NM Patrol Yard (4241)

**Correction to Item #4**

From:  
Surface Treatment Aggregate, 3/4 inch maximum gradation  
FOB: Clovis, NM Patrol Yard (4242)  
To:  
Surface Treatment Aggregate, 3/8 inch maximum gradation  
FOB: Clovis, NM Patrol Yard (4242)

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

*Mark Hayden*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 1/31/2020



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**4 Vendors awarded- See page 6 for details**

**Telephone No.:**

Price Agreement Number: 00-805-19-16796

Payment Terms: Net 30

F.O.B.: As Requested

Delivery: See page 6

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations**

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

**Invoice:**  
**New Mexico Department of Transportation**  
**As Requested at Time of Order**

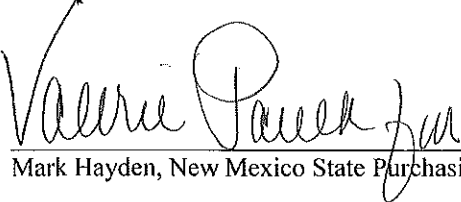
For questions regarding this contract please contact:  
**Angela Martinez – 505-570-7940**

Title: **Bituminous Surface, Treatment Aggregate for District - 2**

Term: **December 23, 2019 thru December 22, 2020**

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

Accepted for the State of New Mexico

  
Mark Hayden, New Mexico State Purchasing Division

Date: 12/23/2019



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-2

**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor 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.
4. **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.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee 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.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. 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. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing 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 shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights 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 order.

**12. Non-Collusion:** In signing this bid the Vendor 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 or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

**15. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18. Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

### **Department Price Agreement**

#### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency 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 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 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.

#### **Article II –Term**

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

#### **Article III –Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### **Article IV – 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 indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-5

**Article V - Termination**

The Agency 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.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee 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 New Mexico State Purchasing Agent or his/her designee. 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 or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-6

**Awarded Vendors:**

(AA) 0000126754  
Aggregate Technologies, LLC  
PO Box 289  
Alamogordo, NM 88311  
(575) 437-2995  
jason@aggtecllc.com  
contacting@aggtecllc.com

Delivery: As Requested

(AB) 0000046036  
Constructors, Inc  
3003 Boyd Drive  
Carlsbad, NM 88220  
(575) 885-8838  
bolivas@ciconstrutors.com

Delivery: 2 weeks

(AC) 0000046053  
James Hamilton Construction Company  
PO Box 1287  
Silver City, NM 88062  
(575) 538-1546  
jhcc@dignpave.com

Delivery: Contractors delivery will be  
in trucks with bottoms dump  
trailers and/or end dump trailers.

(AD) 0000046063  
K Barnett & Sons Inc  
PO Box 960  
Clovis, NM 88102  
(575) 762-4407  
bbowers@kbarnett.com

Delivery: See Bid Schedule

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-7

**Specifications:**

To establish a Price Agreement for half (1/2) inch and three-eighths (3/8) inch maximum gradation Bituminous Surface Treatment Aggregate, for District 2 of the New Mexico Department of Transportation.

All products purchased under this Price Agreement shall conform to all provisions of The New Mexico Department of Transportation's Standard Specifications for Highway and Bridge Construction, current edition, which may be purchased for a fee by contacting Jared Moore, 505-827-5159 at the NMDOT General Office, 1120 Cerrillos Road, Santa Fe, New Mexico, 87505-1842. <http://dot.state.nm.us/content/nmdot/en/Standards.html>

**Terms and Conditions:** The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed three (3) years.

NMDOT reserves the right to purchase materials from any of the awarded contractors based on the needs of the Department. The Engineer or his designee will determine and use the Price Agreement item which best serves NMDOT's needs, based on cost, delivery time, schedule of work, and quality of materials. All decisions by the Engineer or his designee will be final.

All provisions of section 108, prosecution and progress, of the NMDOT's Standard Specifications for Highway and Bridge Construction current edition shall be enforced by the NMDOT based on a contract time calculated using a minimum production rate of two hundred (200) tons per calendar day. When delivery is required, the Engineer will determine the number of days based on NMDOT needs. The successful contractor(s) are hereby notified to be fully aware of these terms and conditions, and their responsibilities for complying with the following:

Section 108.02 Notice to Proceed  
Section 108.03 Prosecution and Progress  
Section 108.05 Character of Workmen, Methods and Equipment  
Section 108.06 Determination and Extension of Contract Time  
Section 108.07 Failure to Complete on Time  
Section 108.08 Liquidated Damages  
Section 108.09 Default of Contract

**SURFACE TREATMENT AGGREGATE GRADATION REQUIREMENTS**

SIEVE SIZE	PERCENT PASSING			SAND SEAL
	5/8	1/2	3/8	
5/8"	100%			
1/2"		100%		100%
3/8"			100%	
No.4	0-12%	0-12%	0-10%	90-100
No.10	0-2%	0-2%	0-2%	30-90
No. 200				0-5

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-8

Accepted aggregate material must also meet the following requirements:

1. At least 75% of material retained in the No. 4 sieve will be composed of particles that have at least two (2) Fractured Faces. Fractured Faces will be determined with NMDOT FF-1, Fractured Face Determination for Course Aggregate. **A minimum of one test per stockpile will be obtained by contractor.**
2. The aggregate is free of organic matter, lumps of clay, or other material that prevents thorough coating with asphalt Materials.
3. Caliche material will not be used for the production of surface treatment aggregate.
4. Each aggregate source shall have an AI of 20 or less when calculated in accordance with the Aggregate Index.
5. Acceptance testing shall be done at the stockpile, and shall be done by NMDOT.
6. The Contractor may, at his own expense, hire an independent laboratory to resolve disputes of quality. In order to be considered by the NMDOT Project Manager, any work of this nature must be performed and reported by a NMDOT approved testing laboratory. Otherwise all tests, measurements and conversions performed by NMDOT personnel shall be final.
7. Gradation Testing frequencies are one per 250 tons for the first 2,000 tons, there after one test per 500 tons minimal for acceptance . NMDOT Project Manager will ensure that a minimum of two (2) tests per stockpile be obtained.
8. The Project Manager, shall have the right and authority to reject any non-conforming material supplied by the Contractor. Material may be rejected for, but shall not be limited to:
  - Failure to meet NMDOT's material specifications.
  - Failure to be stockpiled according to specifications.
  - Failure to be delivered within time specified.Any material that is rejected shall not be paid for by NMDOT, and the State, the Department, its agents or employees, shall not be liable to the Contractor in any way for any damages of any nature whatsoever resulting from the rejection of material.
9. Rejected material shall be removed from the site at the Contractor's expense.
10. All testing required for this aggregate shall be included in the price per ton of aggregate and no additional payment shall be made.
11. Quality control plan not required.

**Delivery:**

NMDOT may, at its option, haul material(s) from the awarded contractor's plant using the NMDOT's trucks. NMDOT's trucks may, at NMDOT'S option, haul material(s) to any location within the district.

All work and/or deliveries of materials by the awarded Contractor(s) will be performed during the normal working hours of the NMDOT. These hours are Monday through Friday, 7:00 am to 3:30 pm. No work and/or deliveries of material will be accepted outside these hours unless prior written approval is obtained from the NMDOT. The NMDOT will not pay or accept work and/or deliveries of materials which are not in conformance with these rules.

**Contractor's Note:** The conditions and specifications set out in this Invitation to Bid are inseparable and indivisible. Any contractor, by submitting a bid, agrees to be bound by all such conditions or specifications set out in this Invitation to Bid, and all other documents required to be submitted, shall be returned by the vendor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the bid shall, in the discretion of the State, constitute grounds for rejection of the entire bid.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-9

Contractors who are bidding shall promptly notify the NMDOT of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents or of the site and local conditions.

NMDOT shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

NMDOT reserves the right to test material from the source site during the course of this Price Agreement and to monitor all materials provided by the awarded contractor. Determination of compatibility of any material to meet the NMDOT's needs will be that of the Engineer or his designee. The decision of the Engineer or his designee shall be final.

Finding material source will be the contractor's responsibility.

Aggregate for this Price Agreement may be obtained from any acceptable source. Materials shall conform to requirements indicated on the specifications.

The New Mexico Department of Transportation is under no obligation to purchase excess stockpiled material from the Contractor that is not required for the completion of the project.

**Escalation Clause:**

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

**Hold Harmless Clause:** Contractor shall indemnify and hold harmless the State, its officers, and 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 or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the To It Claims Act (41-4-1, et seq., N.M.S.A. 1978 CORP) and section 57-7-1 N.M.S.A. 1978 Comp. and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to this Price Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury (ies) to person(s), damage(s) to property and/or any other claim whatsoever pursuant to the provisions of this Price Agreement.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-10

**Tax Note:** The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, and materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted in this Price Agreement include an amount sufficient to cover such costs. The prices shall not include state gross receipts or local tax. Tax shall be added to invoice at current rates as a separate item to be paid by users.

The Contractor(s) shall be considered an independent contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the using agency.

Vendors are requested to indicate their Federal Tax ID, NM CRS # of social security number

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**Payment Provisions:**

Within fifteen (15) days after the date NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action. Upon certification by NMDOT that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30<sup>th</sup>) 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 ½ percent (1½%) per month for purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency. Final payment shall be made within thirty (30) days after the work has been approved and accepted by the NMDOT's Secretary or his duly authorized representative.

Questions concerning this Price Agreement before award shall be directed to Raelynn Lujan SPD [raelynn.lujan@state.nm.us](mailto:raelynn.lujan@state.nm.us) After award any questions or concerns shall be directed to Eddie Sedillo, A.M.S. [Eddie.Sedillo1@state.nm.us](mailto:Eddie.Sedillo1@state.nm.us) at the Roswell office.

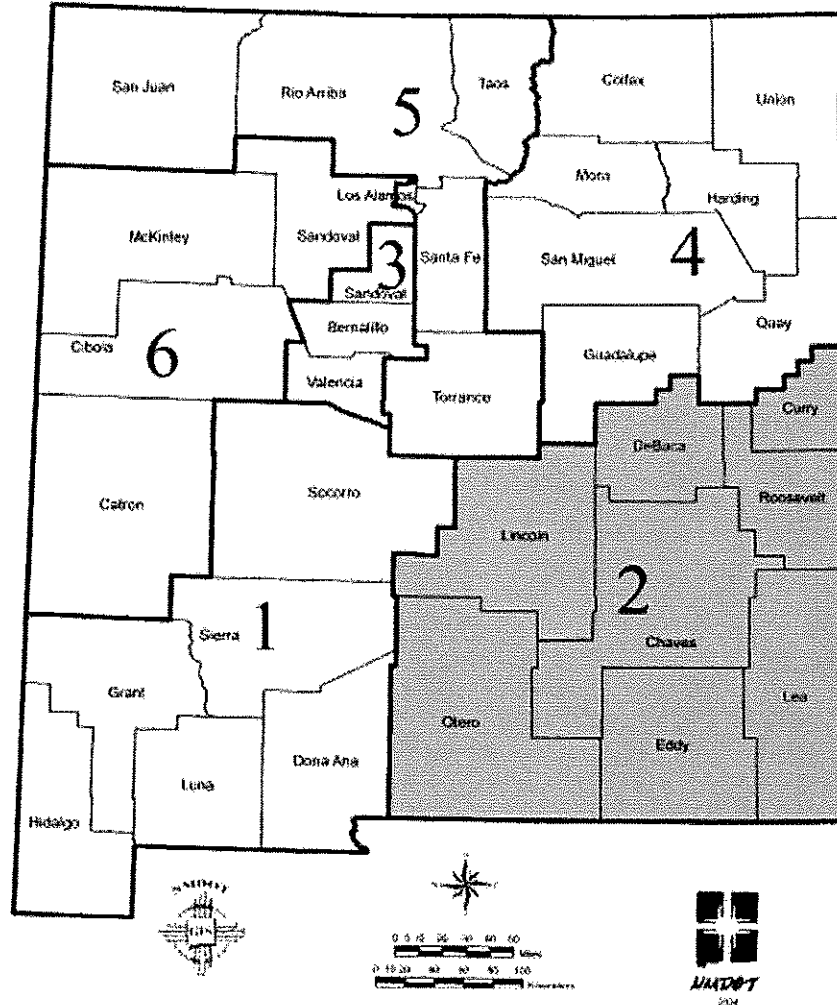
The evaluation criteria shall be based on lowest cost for each item based on the estimated quantities listed. The quantities listed are estimated and are for bidding purposes only. The actual requirements will be as determined by the Engineer or his designee and the quantities may be increased or decreased as necessary to meet actual field requirements. NMDOT does not guarantee any amount of work.

\*\*\* End of Specifications\*\*\*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-11

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-12

**Awarded Items:**

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
001	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$33.86	\$61.20	\$45.00
			FOB: Portales, NM Patrol Yard (4241)				
002	5,000	Ton	Surface Treatment Aggregate, ¾ inch maximum gradation	N/B	\$35.06	\$62.20	\$45.00
			FOB: Portales, NM Patrol Yard ( 4241)				
003	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$37.78	\$66.00	\$42.00
			FOB: Clovis, NM Patrol Yard (4242)				
004	5,000	Ton	Surface Treatment Aggregate, ¾ inch maximum gradation	N/B	\$38.96	\$67.00	\$42.00
			FOB: Clovis, NM Patrol Yard (4242)				
005	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$44.42	\$61.20	\$43.00
			FOB: Ft. Sumner, NM Patrol Yard (4244)				
006	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$45.62	\$62.20	\$43.00
			FOB: Ft. Sumner, NM Patrol Yard (4244)				
007	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$46.10	\$66.00	N/B
			FOB: Corona, NM Patrol Yard (4245)				
008	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$47.30	\$67.00	N/B
			FOB: Corona, NM Patrol Yard (4245)				

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-13

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
009	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$46.00	\$63.60	N/B
			FOB: Vaughan, NM Patrol Yard (4246)				
010	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$47.10	\$64.60	N/B
			FOB: Vaughan, NM Patrol Yard (4246)				
011	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	\$25.20	\$52.10	\$61.20	N/B
			FOB: Carrizozo, NM Patrol Yard (4251)				
012	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	\$26.20	\$53.30	\$62.20	N/B
			FOB: Carrizozo, NM Patrol Yard ( 4251)				
013	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	\$28.27	\$45.62	\$56.40	N/B
			FOB: Capitan, NM Patrol Yard (4252)				
014	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	\$29.27	\$46.82	\$57.40	N/B
			FOB: Capitan, NM Patrol Yard (4252)				
015	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	\$22.47	\$57.18	\$63.60	N/B
			FOB: Tularosa, NM Patrol Yard (4253)				
016	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	\$23.47	\$58.33	\$64.40	N/B
			FOB: Tularosa, NM Patrol Yard (4253)				

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-14

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
017	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	\$28.84	\$44.18	\$48.00	N/B
			FOB: Mayhill, NM Patrol Yard (4254)				
018	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	\$29.94	\$45.38	\$49.00	N/B
			FOB: Mayhill, NM Patrol Yard (4254)				
019	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	\$28.27	\$36.62	\$51.60	N/B
			FOB: Hondo, NM Patrol Yard (4255)				
020	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	\$29.27	\$37.82	\$52.60	N/B
			FOB: Hondo, NM Patrol Yard (4255)				
021	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$24.98	\$30.00	N/B
			FOB: Artesia, NM Patrol Yard (4561)				
022	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$26.18	\$31.00	N/B
			FOB: Artesia, NM Patrol Yard (4561)				
023	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$36.50	\$38.40	N/B
			FOB: Hobbs, NM Patrol Yard (4262)				
024	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$37.70	\$39.40	N/B
			FOB: Hobbs, NM Patrol Yard (4262)				

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-15

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
025	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$42.26	\$45.10	N/B
			FOB: Tatum, NM Patrol Yard (4263)				
026	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$43.46	\$46.10	N/B
			FOB: Tatum, NM Patrol Yard (4263)				
027	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$36.98	\$37.20	N/B
			FOB: Jal, NM Patrol Yard (4264)				
028	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$38.18	\$38.20	N/B
			FOB: Jal, NM Patrol Yard(4264)				
029	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$27.38	\$39.60	N/B
			FOB: Roswell, NM Patrol Yard (4265)				
030	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$28.58	\$40.60	N/B
			FOB: Roswell, NM Patrol Yard (4265)				
031	5,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$20.66	\$23.00	N/B
			FOB: Carlsbad, NM Patrol Yard (4266)				
032	5,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$21.86	\$24.00	N/B
			FOB: Carlsbad, NM Patrol Yard (4266)				

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-16

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
033	2,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$18.98	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: 3300 S. Sunset, Roswell				
			(Must be within Chaves County)				
034	20,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$20.18	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: 3300 S. Sunset, Roswell				
			(Must be within Chaves County)				
035	40,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	\$17.00	\$18.00	N/B
			FOB: Contractor's Plant Site				
			Site location: 3003 Hidalgo, Carlsbad				
			(Must be within Eddy County)				
036	40,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	\$18.00	\$19.00	N/B
			FOB: Contractor's Plant Site				
			Site location: 3003 Hidalgo, Carlsbad				
			(Must be within Eddy County)				
037	10,000	Ton	Surface Treatment Aggregate, ½ inch maximum gradation	N/B	N/B	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: US 60/84 by CAF13				
			(Must be within Curry County)				

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-17

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
038	10,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	N/B	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: US 64/84 by CAF13				
			(Must be within Curry County)				
039	15,000	Ton	Surface Treatment Aggregate, 1/2 inch maximum gradation	\$17.50	N/B	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: 396 La Luz Gate Rd. Alamogordo, NM 88310 (Must be within Otero County)				
040	15,000	Ton	Surface Treatment Aggregate, 3/8 inch maximum gradation	\$18.60	N/B	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: 396 La Luz Gate Rd. Alamogordo, NM 88310 (Must be within Otero County)				
041	15,000	Ton	Surface Treatment Aggregate, 1/2 inch maximum gradation	N/B	N/B	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: 1424 State Hwy. 48 - Capitan, NM 88316				
			(Must be within Lincoln County)				
042	1	Mile	Surface Treatment Aggregate, 3/8 inch maximum gradation	N/B	N/B	N/B	N/B
			FOB: Contractor's Plant Site				
			Site location: 1424 State Hwy. 48-Capitan, NM 88316 (Must be within Lincoln County)				

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-18

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)	Price (AD)
043	1	Mile	Hauling of Surface Treatment Aggregate from contractor's plant up to twenty (20) miles, to locations within Chaves County	N/B	\$0.35	N/B	N/B
044	1	Mile	Hauling of Surface Treatment Aggregate from contractor's plant up to twenty (20) miles, to locations within Eddy County	N/B	\$0.35	N/B	N/B
045	1	Mile	Hauling of Surface Treatment Aggregate from contractor's plant up to twenty (20) miles, to locations within Curry County	N/B	N/B	N/B	\$5.00
046	1	Mile	Hauling of Surface Treatment Aggregate from contractor's plant up to twenty (20) miles, to locations within Otero County	N/B	N/B	N/B	N/B
047	1	Mile	Hauling of Surface Treatment Aggregate from contractor's plant up to twenty (20) miles, to locations within Lincoln County	N/B	N/B	N/B	N/B
<b>*** 47 Items Total ***</b>							

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-805-19-16796

Page-19

Item	Vendor	Comment
02 & 04	(2)	for 3/8" maximum gradation FOB Portales, NM Parol Yard as per Addendum 1 - 10/29/2019
02 & 04	(3)	We acknowledge Amendment No. One.
10 - 12	(3)	Aggregates will be washed prior to delivery
17 & 18	(3)	Aggregates will be washed prior to delivery
21 - 28	(3)	Aggregates will be washed prior to delivery
31 & 32	(3)	Aggregates will be washed prior to delivery
35 & 36	(3)	Aggregates will be washed prior to pick up. Pick up location is 504 Dark Canyon Road, Carlsbad, NM 88220