



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

Price Agreement Amendment

**Awarded Vendor:
4 Vendors**

Number: **00-80500-19-16814**

Amendment No.: **One**

Term: **April 30, 2020 – April 29, 2022**

**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: Micro-Surfacing

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 April 30, 2021 to April 29, 2022 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
Mark Hayden, New Mexico State Purchasing Agent

Date: 2/16/2021

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



(Rev. 1/19)

State of New Mexico General Services Department

Price Agreement

Awarded Vendor:

4 Vendors Awarded – See page 6 for details

Telephone No.:

Price Agreement Number: 00-80500-19-16814

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: Micro - Surfacing

Term: April 30, 2020 thru April 29, 2021

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

Accepted for the State of New Mexico

Valerie Paulek for
Mark Hayden, New Mexico State Purchasing Division

Date: 4/30/2020

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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

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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.

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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.insurennewmexico.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.

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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 of 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.

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Awarded Vendors:

(AA) 0000093299
Desert West Enterprises LLC
PO Box 3000
Roswell, NM 88202
(575) 623-3990
larry@desertwestllc.com

Delivery: As Requested

(AB) 000107406
Geneva Rock Products Inc
1565 West 400 North
Orem, UT 84057
(801) 765-7800
bwarner@genevarock.com

Delivery: 30 Days

(AC) 0000055081
Intermountain Slurry Seal Inc
520 North 400 West
North Salt Lake, UT 84054
(801) 532-8200
rusty.price@gcinc.com

Delivery: 30 days after award

(AD) 0000045183
IPR LTD
3740 Hawkins NE STE B
Albuquerque, NM 87109
(505) 292-3331
mikedaniels7@aol.com

Delivery: Albuquerque

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Specifications:

Micro-Surfacing

Establish a Price Agreement for Micro-Surfacing for the New Mexico Department of Transportation (NMDOT). This price agreement includes materials, labor and equipment as per the specifications contained herein.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 New Mexico Administrative Code (NMAC), Contractors shall obtain prequalified status with the NMDOT as a condition to submitting a bid.

Vendors are required to ensure that the products used in conjunction with this Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513.

Scope of Work:

This work shall consist of a micro-surfacing system which shall be a mixture of mineral aggregate, cationic polymer modified asphalt emulsion, mineral filler, water, and other additives mixed and placed on the paved surface in accordance with these specifications and to the dimensions designated by the District Engineer or their designee. The micro-surfacing system shall produce a cured mixture with a homogeneous appearance, a firm surface adhesion, and a skid resistant texture.

Terms of Price Agreement:

Term:

The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-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 price agreement shall not exceed four (4) years

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the awarded Contractor(s) must provide a performance bond, payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply, shall result in the purchase order being issued to the next awarded Contractor within this price agreement and the difference being charged back to the original contractor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Contractor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by the NMDOT.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Contractor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted,

shall be submitted by the Contractor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or

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services provided. It is understood that the Contractor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, 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. Show the amounts for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:

NMDOT shall perform a bid analysis of all bids received for this invitation to bid, that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to State Purchasing for final determination.

Method of Award:

Method of award shall be to multiple vendors for each district. Items shall be awarded to multiple vendors per district as follows:

Items 001 to 012 – Common Items
Items 013 to 018 – District One
Items 019 to 024 – District Two
Items 025 to 030 – District Three
Items 031 to 036 – District Four
Items 037 to 042 – District Five
Items 043 to 048 – District Six

For a bid to be considered for award to a district, prices must be submitted for all items for that district in addition to the common items. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that district.

This price agreement may be awarded to one or more vendors, but not to exceed three vendors per group.

Utilization of Contractors:

The following procedure for the utilization of Contractors shall be used on multiple award price agreements.

1. The selection of a Contractor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.
3. The Contractor selected to perform the work on the project shall be the Contractor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Contractor not offering the lowest cost to the NMDOT can be used for the specific project if the Contractor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

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Public Works minimum Wage Act:

This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Contractor during the life of this Price Agreement.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at: <http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/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 price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 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 the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

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(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence
(annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
 - b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 - c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

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- (B) **Worker's compensation insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded this Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the NMDOT on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.

- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

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\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

SPECIFICATIONS FOR MICRO-SURFACING:

General conditions:

All work performed under this Price Agreement shall meet the specifications as set forth in this price agreement, and all applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

The Contractor shall not park equipment during non-working hours inside the highway right of way unless it is determined by the District Engineer or their designee that a safe recovery area thirty (30) feet as measured from the edge of the roadway is assured. If the right of way does not allow for an adequate recovery area, the Contractor shall be responsible for locating an equipment storage area, suitable to the District Engineer or their designee.

The Contractor must be capable of performing work specified at various locations as requested by the NMDOT within a minimum of thirty (30) calendar days after notification. Failure to perform the work described will result in the State Purchasing Division's office being notified for the appropriate action to be taken.

This work shall consist of a Type II or Type III Micro-Surfacing system, which shall be a mixture of mineral aggregate, cationic polymer modified asphalt emulsion, mineral filler, water, and other additives mixed and placed on the paved surface in accordance with these specifications and to the dimensions

designated by the District Engineer or their designee. Type II micro surfacing aggregate gradation is used to fill surface voids, address surface distress, seal and provide a durable wearing surface. Type III aggregate gradation is used to provide a maximum skid resistance and improved wearing surface. Type III micro surfacing is appropriate for heavily traveled pavements or for rut filling.

The Contractor warrants and represents that it has taken into consideration and is familiar with the project site conditions, the nature and location of the work, conformation of the ground and roadway, character of soils, materials and surface conditions to be encountered, availability and cost for labor, materials and equipment necessary to perform the work herein, scheduling requirements and impacts, applicable safety and security rules, regulations and any matter which may affect the project.

All equipment proposed to be used to accomplish the work described herein shall be of sufficient size and in such mechanical condition to meet requirements of work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property or other highways will result from its use.

The NMDOT's drop-off policy shall be adhered to for all applicable operations and will be considered incidental to the work and no separate measurement or payment will be made therefore. All materials and equipment storage shall adhere to the appropriate clear zone requirements for posted speeds and geometric conditions.

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The Awarded Contractor(s) must have more than one self- propelled lay down machine available at all times, in order to satisfy different purchase orders at the same time.

Temporary Pavement Markings:

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all reflectorized pavement markings for a period of two weeks after placement. The District Engineer or their designee will have the option to decide which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface.

Supplemental Specifications for Micro-surfacing:

All pertinent provisions of The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions) shall apply in addition to the following:

Submittals:

The contractor shall provide the District Engineer or their designee with a mix design fifteen (15) days prior to beginning construction and must meet the following requirements.

1. A sample of emulsified asphalt with mix design.
2. A Certificate of Compliance and analysis from the manufacturer of emulsified asphalt.
3. Target gradation for combined aggregate and mineral filler.
4. Provide test reports for mineral aggregate that meets the Material requirements below.
5. Provide verification that Hydrated Lime meets Material requirements below.
6. Provide a Manufacturer's Certificate of Compliance for Mineral Filler.
7. Provide calibration documentation for each mixing unit that includes an individual calibration for each material at various settings, which can be related to the machines metering devices.

Materials

Mineral Aggregate - Use one hundred percent (100%) manufactured mineral aggregates that shall be generated by crushing operations from a single source and shall be composed of clean, tough, and durable particles of crushed tap rock, crushed granite, crushed sandstone or other high-quality aggregate as approved by the District Engineer or their designee. A sand equivalent of sixty-five (65) or higher is required. The aggregate shall show a maximum weight loss of twenty-five percent (25%) when subjected to four cycles of conditioning using magnesium sulfate solution in accordance with AASHTO T104 and Resistance to degradation of small-size coarse aggregate by abrasion and impact of thirty percent (30%) maximum in accordance with AASHTO T96. The tests shall be performed on the gradation to be used on the project.

Mineral Aggregate Gradation Type - when tested in accordance with AASHTO T 27 and AASHTO T 11, the mineral aggregate shall conform to the following gradation requirements for Type II or Type III as specified by the District Engineer or their designee.

Type II (Fine Graded Surface Course)	Percent Passing by Weight	Stockpile Tolerance
3/8 inch	100	0
NO.4	90-100	±2
NO.8	65- 90	±5
NO.16	45-70	±5
NO.30	30-50	±5
NO.50	18-30	±5
NO.100	10-21	±5
NO.200	5-15	±2

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Type III (Course Graded Surface Course)	Percent Passing by Weight	Stockpile Tolerance
½ inch	100	0
3/8 inch	98-100	±2
NO. 4	86-94	±5
NO. 8	45-65	±5
NO.16	25-46	±5
NO. 30	15-35	±5
NO. 50	10-25	±4
NO.100	7-18	±3
NO.200	5-15	±2

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design submitted by the contractor while also remaining within the specification gradation band. The percentage for aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Mineral Aggregate Stockpiling and Storage:

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpile sand to prevent segregation of the aggregates. The aggregate shall be passed over a scalping screen prior to transfer to the micro-surfacing mixing machine to remove oversize material.

Emulsified Asphalt:

The asphalt emulsion materials shall be designated as CSS-1hP or CQS-1hP and shall meet the requirements of AASHTO M 208 for each perspective designation (CSS-1hP or CQS-1hP) with the following exceptions.

EMULSION TESTS

TEST METHOD	DESCRIPTION	SPECIFICATION
AASHTO T 59	Settlement and Storage of Emulsified Asphalts 24-h	1% Maximum
AASHTO T 59	Distillation of Emulsified Asphalt *	62% Minimum
AASHTO T 53	Softening Point Of Asphalt Residue	135° F Minimum

*The temperature for this test should be held at 350 ± 9° F for 20 Minutes. The mixture shall be agitated constantly during the distillation process with a gentle stirring action. Complete the total distillation in 60± 5 minutes from the first application of heat.

The polymer shall be incorporated by blending with approved base asphalt prior to emulsification or it shall be co-milled with the asphalt to produce the finished emulsion. The distillation residue of the modified emulsion shall contain a minimum of 3.0 percent polymer by weight. Each load of emulsified asphalt shall have a certificate of Analysis/Compliance indicating that the emulsion meet specifications.

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Mineral Filler:

Mineral filler shall be non-air-entrained Portland cement or hydrated lime which is free of lumps or foreign matter conforming with the requirements of American Association of State Highway and Transportation Officials (AASHTO) AASHTO-M17. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the mineral aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the micro-surfacing is being placed if it is found to be necessary for better consistency or set times.

Hydrated lime shall be used on NMDOT projects for evaluation purposes only and with prior written approval from the District Engineer or their designee.

The Contractor shall conduct trial mix designs for both Portland cement and hydrated lime mixes for each individual project and or aggregate source. The trial mix results shall be submitted to the District for review and written approval two weeks prior to construction.

The projects where hydrated lime is used shall be monitored by NMDOT in conjunction with the Contractor for performance for a three year period. The Department in co-operation with the Contractor shall develop a work plan for the evaluation of each project where hydrated lime is used. The work plan shall include as a minimum the following items:

- Measurements of rut depths, cracking, etc.
- Mix properties
- Report on construction process
- Six month field reviews with reporting
- Comparisons to control sections with Portland cement.
- Consideration of different aggregate sources will be made

Water:

The water shall be potable and shall be free of harmful soluble salts, reactive chemicals and any other contaminants.

Other Additives:

With the approval of the District Engineer or their designee additives approved by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field. Appropriate additives and their applicable use range should be approved by the laboratory the submitted the mix design.

Mix Design:

The mixture design and resulting job mix formula shall be supplied by the Contractor. The following shall be required in the mix design provided by the Contractor: The mix design shall show the results of the wet cohesion test run in accordance with International Slurry Surfacing Association (ISSA) standard ISSA-TB-139 and shall have minimum values of 12 kg-cm min, at 30 minutes and 20 kg-cm min. at 60 minutes. The mix design shall show the results of the loaded wheel test run in accordance with ISSA-TB-109 and shall have a maximum value of 50 g/sq. ft. The mix design shall show the results of the wet track abrasion test run in accordance with ISSA-TB- 100 and shall have maximum values of 50 g/sq. ft. after one hour of soaking and 75 g/sq. ft. after six days of soaking. The optimum asphalt content shall be selected between the minimum asphalt content found by the wet track abrasion test and the loaded wheel test. The mix design shall show the source of the aggregate to be used in the mix, the results of tests, mix compatibility tests, and mix design gradation. The mix design shall show the type of asphalt emulsion, the base stock asphalt cement, the manufacturer of the polymer, and the manufacturer of the emulsified asphalt. The mix design shall show the percent asphalt emulsion to be included in the mix as percent of dry aggregate weight. The mix design shall show the type of mineral filler and the percent of aggregate weight and allowable variation. The mix design shall show allowable additives and allowable percentage of additives by weight of aggregate, to control mixing and breaking. These mix design requirements may be subject to verification to testing of laboratory produced mixes or trial batch material prior to placement of project material.

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Composition of Mixture:

The polymer modified micro-surfacing shall consist of a uniform mixture of aggregate and CSS-IP emulsion and mineral filler, water and field control additive as required. The emulsion and aggregate

must be compatible so that a complete uniform coating of the aggregate will be obtained in the mixing process. The mixture must have sufficient working life to allow for proper placement at the existing ambient temperature and humidity. When the paving mixture is placed with the relative humidity of not more than 50% and ambient air temperature at not more than 75 degrees F, it must cure sufficiently that uniformly moving traffic can be allowed in one hour with no damage to the surface. Location subject to sharp turning or stopping and starting traffic may require additional curing.

The job mix formula shall meet with the approval of the District Engineer or their designee; and proportions to be used shall be within the following limits:

Residual asphalt	6.0 to 9.0% combined weight of dry aggregate and mineral fill.
Mineral filler (Portland cement or Hydrated lime)	0.5 to 3.0% by weight of dry aggregate
Field control Additive	As required to provide control of break and cure
Water	As required to provide proper consistency

The mixture shall be designed so that the mineral aggregate will produce a gradation which conforms to the limitations for the design grading for the type specified herein. The gradation will be determined in accordance with AASHTO T11 and shall be based upon aggregate and mineral filler.

Determination of Mixture Composition and Tolerances:

Determination of aggregate gradation may be based on sieve analysis of representative samples taken from the stockpile at the job site. The amount of mineral filler added to the mix shall be included in determining the total minus no. 200 aggregate fraction. (The asphalt content may be determined with a nuclear asphalt content gauge (NAC). Alternatively, aggregate gradation and asphalt content may be determined by AASHTO-T164.

Mix samples will be taken from the mixing unit discharge in a manner such that the complete discharge stream is included in the sample. Mix samples shall be dried to constant weight at 230° F plus or minus 10° F prior to determination of asphalt content and aggregate gradation.

Construction Requirements:

General:

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the District Engineer or their designee. The finished micro-surfacing shall have a uniform texture free from excessive scratch marks, tears or other surface irregularities. The cured mixture shall adhere fully to the underlying pavement.

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Equipment:

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and is subject to the approval of the District Engineer or their designee. Any equipment found to be defective and potential affecting the quality of the paving mixture shall be replaced. All scales used in weighing aggregate and emulsion shall conform to the requirements of section 401.

The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade mixer; and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive, and water to maintain, an adequate supply to the proportioning controls. The machine shall also be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby eliminating unnecessary construction joints. The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic

control of the forward and reverse speed during application of the micro-surfacing material. The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design individual volume or weight controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar devices so that the amount of aggregate used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. It also shall, be equipped with and approved fines feeder that shall provide a uniform, positive, accurately entered, metered, predetermined amount of the specified mineral filler.

The machine shall have an Electronic Monitoring System ("EMS"). The EMS shall monitor and display application rates and totals used for aggregate, emulsion, fines, water and additive. It shall also calculate and display ratios of emulsion to aggregate, fines to aggregate, additive to aggregate, water to aggregate and application rate in lbs. per sq. yd. (requires operator to input spreader box width). A hard copy report must be able to be printed on demand which will display: date, weight of aggregate used since last reset, weight of emulsion used since last reset, weight of fines used since last reset, gallons of additive used since last reset, gallons of water used since last reset, emulsion to aggregate ratio, fines to aggregate ratio, additive to aggregate ratio, water to aggregate ratio.

Spreading Equipment:

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles or other devices to agitate and spread the materials throughout the box. The spreader box used must be capable of obtaining the desired lines and grade as shown on the plans. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join shall be neat appearing and uniform. A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the rear seal.

Surface Preparation:

The Contractor shall supply and make available, at all times all the necessary equipment required to clean and sweep the surfaces to be treated. Areas to be swept and cleaned are to be determined by the District Engineer or their designee. A self-propelled power sweeper will be required for surface preparation.

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Prior to operations, the NMDOT will , make repairs to the roadway base, curbs and gutters, and potholes. Major cleaning that requires blading and the disposal of debris shall be the responsibility of the NMDOT.

Placement Operations:

The area to be surfaced shall be thoroughly cleaned of all vegetation, loose aggregate and soil. Water used in pre-wetting the surface ahead of and outside the spreader box shall be applied at a rate to dampen the entire surface without any free flowing water ahead of the spreader box.

Temperature & Weather

The material shall be spread only when the atmospheric temperature is at least 50 ° F and rising and the weather is not foggy or rainy and there is no forecast of temperatures below 32° F within 24 hours after mix placement.

Ruts:

The District Engineer or their designee may direct that preliminary micro-surfacing material be placed to fill ruts, utility cuts, depressions in the existing surface, before the final surface course is placed. Ruts of ½ inch or greater depths shall be filled independently with a rut filling spreader box either 5 foot or 6 foot in width. For irregular or shallow rutting less than 1/2 inch depth, a full-width scratch coat pass may be used as directed by the project manager. Each individual rut fill, utilizing a rut filling spreader box shall be crowned to compensate for traffic compaction. Ruts that are in excess of 1-1/2 inches depth may require multiple placements with the rut filling spreader box to restore the original cross section.

Surface Tolerances:

No excessive build-up, uncovered area, or unsightly appearance will be permitted on longitudinal or transverse joints. Longitudinal joints shall be placed on lane lines. Excessive overlap will not be permitted. Care shall be taken to insure straight lines along the roadway centerline, lane lines, or shoulder or curb lines. Lines at intersections will be kept straight to provide a good appearance.

Areas which cannot be reached with the mixing machine shall be surfaced using hand tools to provide complete and uniform coverage. The area being worked by hand shall be lightly dampened prior to mix placement.

Care shall be exercised in areas that require hand work so that the finished surface is uniform in texture, dense, and of overall appearance comparable to that produced by the spreader box. Micro-surfacing material required to repair deficiencies due to unsatisfactory workmanship will be designated by the District Engineer or their designee.

Method of Measurement:

Micro-surfacing will be measured by the ton.

Restricted Hours or Night Work Incentive, will be paid for by the Ton, when micro-surfacing of roadway is Restricted (limited to less than seven (7) consecutive hours within a 24 hour time period) or when work must be completed at night (worked completed between the hours of 8 p.m. and 6 a.m.) as designated by the District Engineer or their designee. No payment will be made if the contractor elects to work nights or restricted hours. Restricted Hours or Night Work Incentive will be an addition cost incurred, and will apply to the tonnage placed during these restrictions. Final quantities for tons placed during restricted hours or night hours will be determined by the District Engineer or their designee and will be final.

Urban traffic control for the purpose of the Price agreement will be defined as traffic control setup requiring the sign spacing as prescribed in the MUTCD Table 6C-1 for urban road types and/or traffic setups that are restricted to seven (7) hours or less. All other Traffic Control shall be included in the item for Traffic Control Rural. Traffic control items shall be paid for by the Day.

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Aggregate:

The quantity of aggregate used in accepted portions of the work shall be measured by electronic monitoring system on paving machine as provided in printed tickets. The amount of aggregate must fall between the specified ranges of 23 to 28 lbs. of dry aggregate per square yard of micro-surfacing treatment to be acceptable.

Polymer Modified Asphalt Emulsion:

The quantity of polymer modified asphalt emulsion in the accepted portions of the work shall be measured by tons of material based on the accepted load tickets issued from the supplier at the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately.

Mineral Filler:

The quantity of mineral filler (Portland cement or hydrated lime) in the accepted portion of the work shall be measured by the ton and shall be included in the micro-surfacing items. At the completion of the project any unused mineral filler shall be weighed back and that quantity deducted from the accepted mineral filler quantity delivered.

Traffic Control:

All traffic control items such as signs, barricades, traffic, channelization devices and sequential flashing arrows that that are required for proper traffic control for rural and urban operations will be measured on a daily basis. (Day for the purposes of traffic control is defined as a minimum of one complete set up for of all signing and traffic channelization devices.) All measurements are to be verified by the District Engineer or their designee.

Temporary Pavement Markings:

Reflectorized tape pavement marks will be measured on a linear foot basis (actual length of stripe only) applied to the treated asphalt surface as directed and verified by the District Engineer or their designee. Tab pavement marks will be measured by each as applied to the treated asphalt surface as directed and verified by the District Engineer or their designee. Temporary pavement markings (tape or tabs) shall be removed within two weeks of re-establishment of permanent striping.

Basis of Payment:

Micro-surfacing will be paid for at the price agreement unit price per ton for the composite mixture. This will include aggregate, emulsified asphalt, mineral filler. Separate payment will not be made for additives used in the emulsion mix or to any other component materials which provide control of the setting time in the field.

The price shall be full compensation for furnishing all preparations: mixing and applying materials and for all labor, equipment, tools, test designs, cleaning, and incidentals necessary to complete the job as specified therein.

All quantities are to be measured by the District Engineer or their designee and shall be considered final, and all payments shall be made on this basis.

Traffic Control:

The Contractor shall abide with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Special Provisions and Supplemental Specifications, Section 700 on Traffic Control Devices and with the Manual of Uniform Traffic Control Devices current edition, Part VI - Traffic Control for Street and Highway Construction and Maintenance Operations. Contractor shall submit a traffic control plan to the District Traffic Engineer two (2) weeks prior to actual construction.

The District Traffic Engineer shall review and approve the proposed signage, location of signs and location and type of all traffic channelization devices to be utilized prior to the beginning of operations. All lane closures and detours must also be approved by the District Traffic Engineer or their designee.

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The Contractor shall furnish directly (or provide through an approved Subcontractor) all traffic control for the work within the purchase order including traffic control devices, planning and management. This shall include the preparing and implementing of traffic control plan in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and in conformance with the NMDOT Special Provision Section 702, an approved traffic control plan and the standard specifications. Traffic control plan, shall be in accordance with and materials conform to the applicable requirements of Section 701 – Traffic Signs and Sign Structures; Section 702 – Traffic Control Devices for Construction; Section 704 – Pavement Markings and Section. These items shall include the provision by the Contractor of traffic control management and shall comply with Section 618 – Traffic Control Management of the Standard Specification and any revisions thereof. It is the responsibility of Contractor to have the traffic control plan approved by the District Traffic Engineer prior to starting the work. No work shall be performed without a NMDOT approved Traffic Control Plan.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signage that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic with adequate flagging and treated roadways shall be reopened to traffic during night-time or nonworking hours.

All traffic control planning, management, devices and activities necessary to conform to an approved traffic control plan will be considered incidental to other bid items; no measurement or separate payment will be made thereof; except temporary and permanent pavement markers.

Payments and Invoicing:

Within fifteen (15) days after the date the 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, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that 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 details of how the Contractor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of 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 day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of one and a half (1½) percent per month.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the NMDOT's Secretary or their duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

Invoice To:

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030

New Mexico Department of Transportation
District Two
4505 West Second St.
P.O. Box 1457
Roswell, N.M. 88202-1457
New Mexico Department of Transportation

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District Three
7500 East Frontage Road
P.O. Box 91750
Albuquerque, N.M. 87109-3768

New Mexico Department of Transportation
District Four
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030

New Mexico Department of Transportation
District Five
7315 Cerrillos Road
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2159
Milan, N.M. 87021-2159

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.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to their designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of

this item, the Contractor shall designate a New Mexico base station _____.

All quantities are to be measured by the District Engineer or their designee and shall be considered final, and all payments shall be made on this basis.

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Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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Awarded Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
1	1,000	Ton	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement as required by the District Engineer or their Designee.	\$ 290.00	\$ 30.00	\$ 60.00	\$ 150.00
2	80	Day	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic. To be provided at at locations designated by the District Engineer or their Designee.	\$ 360.00	\$ 3,000.00	\$ 9,995.00	\$ 1,850.00
3	80	Day	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work done outside areas defined in Item 2, at locations designated by the District Engineer or their Designee.	\$ 275.00	\$ 3,300.00	\$ 9,995.00	\$ 2,300.00
4	130	Day	Sequential flashing arrow board as required and at locations designated by the District Engineer or their Designee.	\$ 125.00	\$ 60.00	\$ 50.00	\$ 50.00
5	130	Day	Variable message board as required and at locations designated by the District Engineer or their Designee.	\$ 240.00	\$ 100.00	\$ 100.00	\$ 175.00
6	2,400	Mile	Mobilization moving charge from within the state of New Mexico to any District destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	\$ 20.00	\$ 1.00	\$ 35.00	\$ 10.00
7	1,000	L.F.	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated at locations specified by the District Engineer or their Designee.	\$ 1.25	\$ 2.00	\$ 2.00	\$ 10.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
8	25,000	Each	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing as designated at locations specified by the District Engineer or their Designee.	\$ 0.75	\$ 0.50	\$ 1.15	\$ 1.00
9	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications at locations specified by the District Engineer or their Designee.	\$ 1.00	\$ 0.65	\$ 0.75	\$ 1.00
10	86,000	L.F.	Re-establish permanent striping centerline striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermoplastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application. To be provided at at locations specified by the District Engineer or their Designee.	\$ 1.10	\$ 1.00	\$ 1.00	\$ 1.00
11	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed at locations designated by the District Engineer or their Designee.	\$ 2.50	\$ 3.50	\$ 3.25	\$ 3.00
12	26,400	Each	Removal of temporary tab pavement markings to be removed within two (2) weeks of re-establishment of permanent striping as directed at locations designated by the District Engineer or their Designee.	\$ 1.35	\$ 0.35	\$ 0.50	\$ 1.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
13	5,000	Ton	1000-2500 Micro-Surfacing Type II, processing and placement on roadway for District One.		\$ 246.00	\$ 260.00	\$ 230.00
14	10,000	Ton	2501-5000 Micro-Surfacing Type II, processing and placement on roadway for District One.		\$ 238.00	\$ 240.00	\$ 209.00
15	15,000	Ton	5001 tons + Micro-Surfacing Type II, processing and placement on roadway for District One.		\$ 236.00	\$ 237.00	\$ 200.00
16	5,000	Ton	1000-2500 Micro-Surfacing Type III, processing and placement on roadway for District One.		\$ 226.00	\$ 241.00	\$ 218.00
17	10,000	Ton	2501-5000 Micro-Surfacing Type III, processing and placement on roadway for District One.		\$ 221.00	\$ 227.00	\$ 203.00
18	15,000	Ton	5001 tons + Micro-Surfacing Type III, processing and placement on roadway for District One.		\$ 219.00	\$ 223.00	\$ 198.00
19	5,000	Ton	1000-2500 Micro-Surfacing Type II, processing and placement on roadway for District Two.	\$ 255.00	\$ 263.00		\$ 220.00
20	10,000	Ton	2501-5000 Micro-Surfacing Type II, processing and placement on roadway for District Two.	\$ 255.00	\$ 256.00		\$ 218.00
21	15,000	Ton	5001 tons + Micro-Surfacing Type II, processing and placement on roadway for District Two.	\$ 250.00	\$ 242.00		\$ 200.00
22	5,000	Ton	1000-2500 Micro-Surfacing Type III, processing and placement on roadway for District Two.	\$ 260.00	\$ 239.00		\$ 225.00
23	10,000	Ton	2501-5000 Micro-Surfacing Type III, processing and placement on roadway for District Two.	\$ 260.00	\$ 231.00		\$ 203.00
24	15,000	Ton	5001 tons + Micro-Surfacing Type III, processing and placement on roadway for District Two.	\$ 255.00	\$ 225.00		\$ 198.00
25	5,000	Ton	1000-2500 Micro-Surfacing Type II, processing and placement on roadway for District Three.		\$ 191.00	\$ 202.00	\$ 215.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
26	10,000	Ton	2501-5000 Micro-Surfacing Type II, processing and placement on roadway for District Three.		\$ 183.00	\$ 191.00	\$ 195.00
27	15,000	Ton	5001 tons + Micro-Surfacing Type II, processing and placement on roadway for District Three.		\$ 178.00	\$ 187.00	\$ 190.00
28	5,000	Ton	1000-2500 Micro-Surfacing Type III, processing and placement on roadway for District Three.		\$ 189.00	\$ 193.00	\$ 210.00
29	10,000	Ton	2501-5000 Micro-Surfacing Type III, processing and placement on roadway for District Three.		\$ 186.00	\$ 181.00	\$ 193.00
30	15,000	Ton	5001 tons + Micro-Surfacing Type III, processing and placement on roadway for District Three.		\$ 179.00	\$ 177.00	\$ 189.00
31	5,000	Ton	1000-2500 Micro-Surfacing Type II, processing and placement on roadway for District Four.		\$ 229.00	\$ 227.00	\$ 232.00
32	10,000	Ton	2501-5000 Micro-Surfacing Type II, processing and placement on roadway for District Four.		\$ 221.00	\$ 214.00	\$ 212.00
33	15,000	Ton	5001 tons + Micro-Surfacing Type II, processing and placement on roadway for District Four.		\$ 216.00	\$ 210.00	\$ 193.00
34	5,000	Ton	1000-2500 Micro-Surfacing Type III, processing and placement on roadway for District Four.		\$ 227.00	\$ 217.00	\$ 218.00
35	10,000	Ton	2501-5000 Micro-Surfacing Type III, processing and placement on roadway for District Four.		\$ 219.00	\$ 205.00	\$ 203.00
36	15,000	Ton	5001 tons + Micro-Surfacing Type III, processing and placement on roadway for District Four.		\$ 213.00	\$ 201.00	\$ 193.00
37	5,000	Ton	1000-2500 Micro-Surfacing Type II, processing and placement on roadway for District Five.		\$ 215.00	\$ 228.00	\$ 216.00
38	10,000	Ton	2501-5000 Micro-Surfacing Type II, processing and placement on roadway for District Five.		\$ 208.00	\$ 216.00	\$ 199.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
39	15,000	Ton	5001 tons + Micro-Surfacing Type II, processing and placement on roadway for District Five.		\$ 202.00	\$ 212.00	\$ 196.00
40	5,000	Ton	1000-2500 Micro-Surfacing Type III, processing and placement on roadway for District Five.		\$ 214.00	\$ 219.00	\$ 208.00
41	10,000	Ton	2501-5000 Micro-Surfacing Type III, processing and placement on roadway for District Five.		\$ 206.00	\$ 207.00	\$ 193.00
42	15,000	Ton	5001 tons + Micro-Surfacing Type III, processing and placement on roadway for District Five.		\$ 200.00	\$ 203.00	\$ 190.00
43	5,000	Ton	1000-2500 Micro-Surfacing Type II, processing and placement on roadway for District Six.		\$ 210.00	\$ 223.00	\$ 215.00
44	10,000	Ton	2501-5000 Micro-Surfacing Type II, processing and placement on roadway for District Six.		\$ 202.00	\$ 212.00	\$ 203.00
45	15,000	Ton	5001 tons + Micro-Surfacing Type II, processing and placement on roadway for District Six.		\$ 197.00	\$ 208.00	\$ 190.00
46	5,000	Ton	1000-2500 Micro-Surfacing Type III, processing and placement on roadway for District Six.		\$ 208.00	\$ 213.00	\$ 215.00
47	10,000	Ton	2501-5000 Micro-Surfacing Type III, processing and placement on roadway for District Six.		\$ 200.00	\$ 202.00	\$ 208.00
48	15,000	Ton	5001 tons + Micro-Surfacing Type III, processing and placement on roadway for District Six.		\$ 194.00	\$ 200.00	\$ 199.00

*** 48 Awarded Items Total ***