



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

Price Agreement Amendment

Awarded Vendor:
2 Vendors:
(AA) Dismuke Construction Company
(AD) Sunland Asphalt

Email:
Telephone No.

Number: **00-80500-20-16825**

Amendment No.: **Two**

Term: **June 18, 2020 thru June 17, 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: Crack Sealing- How Mix Asphalt and Concrete Pavements

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:

See attached Current Price List.

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: 9/21/2020

Mark Hayden, New Mexico State Purchasing Agent

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

Awarded Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AD)
1	20,000	LBS	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.00	\$1.90
2	60,000	LBS	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.47	\$1.69
3	100,000	LBS	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Greater Than 50,000 lbs	\$1.37	\$1.55
4	20,000	LBS	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.05	\$1.93
5	60,000	LBS	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.49	\$1.71
6	100,000	LBS	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs	\$1.39	\$1.58
7	20,000	LBS	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.00	\$1.66
8	60,000	LBS	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.47	\$1.55
9	100,000	LBS	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs	\$1.37	\$1.46
10	20,000	LBS	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.05	\$1.70
11	60,000	LBS	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.49	\$1.59
12	100,000	LBS	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs	\$1.39	\$1.49

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AD)
13	2,000	MI	Mobilization Statewide - One way as defined within price agreement.	\$5.00	\$12.00
14	600	HR	Traffic Control - Per Approved TCP	\$150.00	\$200.00
15	600	HR	Traffic Control Nighttime Hours - When Traffic control is required between the hours of 8pm to 5am per approved TCP	\$450.00	\$350.00
16	10,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide 1 to 5,000 L.F.	\$8.00	No Bid
17	50,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide Greater Than 5,000 to 20,000 L.F.	\$4.50	No Bid
18	100,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide Greater Than 20,000 L.F.	\$3.70	No Bid
19	2,000	MI	Mobilization Statewide - One way as defined within price agreement.	\$10.00	No Bid
20	600	HR	Traffic Control - Per Approved TCP	\$300.00	No Bid

*** 20 Awarded Items Total ***



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

Price Agreement Amendment

Awarded Vendor:
2 Vendors:
 (AA) Dismuke Construction Company
 (AD) Sunland Asphalt

Email: nnicholson@sunlandasphalt.com
Telephone No. (505) 250-8654

Number: 00-80500-20-16825

Amendment No.: One

Term: June 18, 2020 thru June 17, 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: Crack Sealing- How Mix Asphalt and Concrete Pavements

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:

Remove Vendors from Award:

(AB) GM Emulsion LLC	(AC) GME General Building LLC
5935 Agua Fria Street	5935 Agua Fria Street
Santa Fe, NM 87507	Santa Fe, NM 87507
(505) 471-9981	(505) 471-9981
erik@gmegeneralbuilding.com	erik@gmegeneralbuilding.com

Add Vendor to Award:

(AD) 0000094246
Sunland Asphalt
5204 2nd NW
Albuquerque, NM 87107
(505) 250-8654
nnicholson@sunlandasphalt.com

JDZ

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: 8/20/2020

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



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor:
3 Vendors Awarded- Please see page 6 for details

Telephone No.:

Price Agreement Number: **00-80500-20-16825**

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: Crack Sealing- Hot Mix Asphalt and Concrete Pavements

Term: June 18, 2020 thru June 17, 2021

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 Agent

Date: 6/18/2020

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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.bewellnm.com>.

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) 0000051537
Dismuke Construction Company
PO Box 30354, Station D
Albuquerque, NM 87190-0354
(505) 362-5032
dismukeconstruction@aol.com

Delivery: As Required

(AB) 0000090285
GM Emulsion LLC
5935 Agua Fria Street
Santa Fe, NM 87507
(505) 471-9981
gabriel@gmemulsion.com

Delivery: FOB

(AC) 0000141388
GME General Building LLC
5935 Agua Fria Street
Santa Fe, NM 87507
(505) 471-9981
erik@gmegeneralbuilding.com

Delivery: FOB

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Specifications:

Crack Sealing - Hot Mix Asphalt and Concrete Pavements

To establish a Price Agreement for Crack Sealing of Hot Mix Asphalt and Joint and Crack Sealing of Concrete Pavements for the New Mexico Department of Transportation (NMDOT). Work shall consist of sealing joints and cracks in pavement to prevent water from entering the underlying materials which may cause stripping, pumping, sub-grade and base failure. This price agreement includes materials, labor and equipment as per the specifications contained herein.

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 editions). 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 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 price 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.

Terms of Price Agreement:

The term of this agreement shall be for one (1) year from date of award with an option to extend for up to three (3) additional one (1) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director 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 successful 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 another Contractor and difference being charged back to the awarded 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 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.

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The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party 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 price agreements requiring the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the price agreement. 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 group. Items shall be awarded to multiple vendors per group as follows:

Items 001 to 015 – Routed Joint and Crack Sealing and Non-Routed Joint and Crack Sealing

Items 016 to 020 – Crack Sealing and Resealing Concrete Pavement Joints

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

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.

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.

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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.

(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:

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\$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)

- (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.

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

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 New Mexico Department of Transportation 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:

\$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).

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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.

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

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.

Traffic Control:

Work conducted within the Project limits shall abide with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications, with respect to traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan (TCP) to the District Engineer or their designee **three (3) weeks prior** to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

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 signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

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Special Warranty:

The Contractor shall furnish a five (5) year warranty to The New Mexico Department of Transportation from the manufacturer of the crack/joint sealant material which shall read as follows:

“We hereby warrant that our crack/joint seal material used to seal the cracks/joints in the pavement from M.P. _____ to M.P. _____ on the New Mexico route _____ shall prevent infiltration of water and/or foreign material through the joint under normal usage, shall not flow, have loss of bond or cohesive failure, blister, bubble or crack, or lose resilient rubber-like properties. This warranty is for a period of five (5) years from the date of placement and any defective material shall be replaced and new sealant applied at no cost to The New Mexico Department of Transportation”.

SUPPLEMENTAL SPECIFICATIONS

All work performed under this price agreement shall meet the specifications as set forth in this price agreement. All applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current editions) shall apply and be considered an integral part of these specifications.

**SUPPLEMENTAL SPECIFICATIONS FOR ROUTED JOINT AND CRACK SEALING, HOT APPLIED, FOR
CONCRETE AND ASPHALTS PAVEMENTS**

American Standard Testing Method (ASTM) Designation: D 6690

Description:

This work consists of routing, preparing, and cleaning cracks and joints in the existing pavement surface and sealing these cracks and joints with hot-poured sealant.

Materials:

The Contractor shall use hot-poured sealant in accordance with the general and physical requirements of ASTM D 6690, Classification Type I or Type II as specified by the project manager. Products meeting these requirement and utilized under this price agreement shall be on the NMDOT's Approved Product List (APL).

The Contractor shall have the Supplier sample and test the sealant in accordance with ASTM D 6690 and provide certified test results for each lot or batch of sealant supplied.

Provide sealant packaged in containers and labeled in accordance with ASTM D 6690. Bulk shipments of sealant must be accompanied by documents that state the following:

1. Manufacturer's name;
2. Trade name of the sealant;
3. Batch or lot number;
4. Pouring temperature; and
5. Safe heating temperature.

Do not mix more than one (1) lot or batch within a bulk shipment of sealant.

Material Classification (ASTM Designation: D 6690)

Type I – A joint and crack sealant capable of maintaining an effective seal in moderate climates. The material is tested for low temperature performance at -18°C using 50% extension and meets pavement temperature performance limits of 70°C for crack filling.

Type II – A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29°C using 50% extension.

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Temperature and Weather Limitations:

Sealant shall be applied as indicated on the manufacturer's recommendation and when the following conditions exist:

1. The air temperature is at least 40 °F and rising; and
2. When the temperature of the existing pavement surface is above 32 °F.

The Contractor shall not place the sealant during inclement weather, on wet surfaces, or when the wind conditions prevent satisfactory sealing.

Equipment for Routed Cracks and Joints:

Provide router bits of at least ½ inch diameter that cut to one (1) inch deep.

Use air compressors that provide uncontaminated air at a pressure capable of cleaning cracks. Equip air compressors with traps to prevent oil and moisture from entering the air stream.

The equipment for heating and preparing the sealant mixture shall provide a continuous supply of the prepared mixture and maintain a continuous, uniform and homogeneous mixture during the sealing operation. The Contractor shall provide continuous mechanical agitation as necessary to maintain homogeneity.

Application devices shall provide uniform application of the sealant materials without clogging or causing other irregularities in distribution. Application devices and equipment shall meet the requirements of the sealant manufacturer.

Preparation of Routed Cracks and Joints:

Route and clean cracks or joints to the satisfaction of the District Engineer or their designee.

Route cracks or joints with an average clear opening from ¼ inch to ½ inch to provide a minimum sealant reservoir of ½ inch wide and to a depth of ¾ inch to one (1) inch, unless otherwise directed by the District Engineer or their designee. Center routers over the cracks during routing operations. Failure to adhere to the maximum dimension will result cessation of operations with resumption after the contractor demonstrates the capability to conform to specification.

Clean routed cracks or joints of all loose particles, dust, and other deleterious materials immediately before placing the sealant from the sealant reservoirs with high-velocity compressed air. If the crack or joint is deeper than one (1) inch, the Contractor shall fill the crack or joint with backer rod to a depth of (1) inch prior to applying sealant and fill the remaining one (1) inch deep void. Backer rod shall be considered incidental to the routed crack and joint sealing Type I or Type II bid items; no measurement or separate payment will be made thereof.

Application of Sealant:

The Contractor shall control the application to confine sealant within the reservoirs; no crack sealant material shall be placed outside the routed reservoir. Apply sealant to the clean, dry-surfaced reservoirs to a depth of 1/8 inch to 1/4 inch below the existing surface of the roadway. If the District Engineer or their designee determines that the method of filling results in an excessive amount of sealant on the pavement surface, stop filling and change the method. Clean excess sealant material from the pavement surface.

Halt operations if application devices clog or irregularities occur during application and take corrective action immediately. Follow special preparation or placement requirements as indicated by the manufacturer.

Resumption of Traffic:

The Contractor shall cure sealant in accordance with the manufacturer's requirements, before placing traffic on the pavement surface.

Method of Measurement:

Routed Joint and Crack Sealing will be measured and paid for by the pound. The District Engineer or their designee will

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determine final measured quantity for payment. All quantities measured by the District Engineer or their designee shall be considered to be final and all payments for the same will be made on this basis.

**SUPPLEMENTAL SPECIFICATION FOR NON-ROUTED CRACK SEALING, HOT APPLIED, FOR
ASPHALTS PAVEMENTS
(ASTM Designation: D 6690)**

Description

This work consists of cleaning and preparing cracks in the existing roadway surface and sealing these cracks with hot-poured sealant

Materials:

The Contractor shall use hot-poured sealant in accordance with the general and physical requirements of ASTM D 6690, Classification Type I or Type II as specified by the project manager. Products meeting these requirement and utilized under this price agreement shall be on the NMDOT's Approved Product List (APL).

The Contractor shall have the Supplier sample and test the sealant in accordance with ASTM D 6690 and provide certified test results for each lot or batch of sealant supplied.

Provide sealant packaged in containers and labeled in accordance with ASTM D 6690. Bulk shipments of sealant must be accompanied by documents that state the following:

1. Manufacturer's name;
2. Trade name of the sealant;
3. Batch or lot number;
4. Pouring temperature; and
5. Safe heating temperature.

Do not mix more than one (1) lot or batch within a bulk shipment of sealant.

Classification (ASTM Designation: D 6690)

Type I – A joint and crack sealant capable of maintaining an effective seal in moderate climates. The material is tested for low temperature performance at -18°C using 50% extension and meets pavement temperature performance limits of 70°C for crack filling.

Type II – A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29°C using 50% extension.

Temperature and Weather Limitations:

Sealant shall be applied as indicated on the manufacturer's recommendation and when the following conditions exist:

1. The air temperature is at least 40 °F and rising; and
2. When the temperature of the existing pavement surface is above 32 °F.

The Contractor shall not place the sealant during inclement weather, on wet surfaces, or when the wind conditions prevent satisfactory sealing.

Equipment for Non Routed Crack Sealing:

Use air compressors that provide uncontaminated air at a pressure capable of cleaning cracks. Equip air compressors with traps to prevent oil and moisture from entering the air stream.

The equipment for heating and preparing the sealant mixture shall provide a continuous supply of the prepared mixture

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and maintain a continuous, uniform and homogeneous mixture during the sealing operation. The Contractor shall provide continuous mechanical agitation as necessary to maintain homogeneity.

The Contractor shall use application devices that provide uniform application of the sealant materials without clogging or causing other irregularities in distribution. Application devices and equipment shall meet the requirements of the sealant manufacturer.

Preparation of Non-Routed Joint Crack Sealing:

Clean cracks with high-velocity compressed air to a depth of ½ inch to one (1) inch unless otherwise directed by the District Engineer or their designee. Immediately before placing sealant, clean loose particles, dust, and other deleterious materials from the sealant reservoirs with high-velocity compressed air

Application of Sealant:

Apply sealant to the clean, dry-surface of the crack. Sealant application shall be confined within the crack to a level slightly lower than the existing surface. Any excess material shall be squeegeed with a V or U shaped squeegee to a level flush or slightly below the pavement surface forming a wipe zone not to exceed ¾ inch on either side of the crack centerline. If the total wipe zone exceeds a total of 1.5 inches, the work may be rejected by the District Engineer or their designee. The District Engineer or their designee may suspend operations till the wipe zone width is corrected to meet the 1.5 inch requirement. Excess material shall be cleaned and removed. No payment will be made for excess material.

Halt operations if application devices clog or irregularities occur during application and take corrective action immediately. Follow special preparation or placement requirements indicated by the manufacturer.

Resumption of Traffic:

The Contractor shall cure sealant in accordance with the manufacturer's requirements, before placing traffic on the pavement surface.

Method of Measurement:

Non-Routed Crack Sealing will be measured and paid for by the pound. The District Engineer or their designee will determine final measured quantity for payment.

SUPPLEMENTAL SPECIFICATION FOR SEALING AND RESEALING OF CONCRETE PAVEMENT JOINTS

Silicone (ASTM Designation: D5893) and/or Polyurethane (ASTM Designation: C920) Sealant

Description:

This work consists of cleaning, priming, and sealing joints for newly placed concrete pavements. This work also consists of removing joint sealant, sawing, cleaning, priming, and resealing joints on existing concrete pavements.

This specification only applies to joints between adjacent Portland Cement Concrete Pavement (PCCP) surfaces. Joint sealing between (PCCP) and Hot Mix Asphalt (HMA) pavement shall be sealed in accordance with the Specifications for Routed Joint and Crack Sealing, Hot Applied, for Concrete and Asphalt Pavements also detailed in this price agreement.

Materials:

Sealant:

Joint sealant material will either be a Non-Sagging (NS) Type or Self Leveling (SL) type, single component silicone formulation meeting the requirements of ASTM D 5893 or a single component low modulus polyurethane formulation meeting the requirements of ASTM C 920 and Table 1A, "Polyurethane Sealant Physical Requirements."

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The Contractor shall provide a qualified manufacturer's representative on the project for at least the first day of sealant application. The Contractor shall prepare and seal the joints in accordance with proper procedures approved by the manufacturer's representative.

The Contractor shall obtain the manufacturer's written verification of primer Bond-breaker, and sealant compatibility.

Certification:

For each lot of sealant applied to concrete pavement joints, the Contractor shall provide certified test results in accordance with **ASTM D 5893** or **ASTM C 920** and **Table 1A**, "Polyurethane Sealant Physical Requirements," except as otherwise provided in the.

The Contractor shall provide sealant test results and verification that the product is currently within the manufacturer's recommended shelf life to the District Engineer or their designee at least ten (10) Days before sealant installation. Certification will show areas of primer use.

Table 1A
Polyurethane Sealant Physical Requirements

Property	Test Methods	Requirements
Tensile Stress, 150% Elongation, 21 Day cure @ 77oF and 45 – 55% R.H., psi	ASTM D 412 Die C	150 - 200
Tack-Free Time, h, maximum	ASTM C 679	2 - 6
Adhesion & Cohesion under cyclic movement	ASTM C 719	Pass
Artificial Weathering	ASTM C 793	Pass
Weight (mass) Loss, %, maximum	ASTM C 792	10
Ozone and U.V. Resistance	ASTM C 793	Note 1
Movement Capability and Adhesion		Note 2

Note 1: The sealant shall show no chalking, cracking, or bond loss after 250 hours.

Note 2: The sealant shall show no adhesive or cohesive failure after ten (10) cycles of $\pm 50\%$ of joint width with the rate of extension or compression being no greater than 1/8 inch per hour.

Bond-breaker:

The bond-breaker is a round closed cell, non-absorbent material compatible with the sealant material that is at least 1/8 inch larger in diameter than the width of the joint being sealed. If primer is required, the Contractor shall ensure that no adverse reaction occurs between the bond-breaker and sealant or primer.

Construction Requirements:

General:

The Contractor shall repair damage to the pavement surface, at no additional cost to the NMDOT. The Contractor shall perform these repairs to the concrete surfaces before beginning sealing operations, as directed by the District Engineer or their designee.

The Contractor shall dispose of old sealant materials in accordance with the New Mexico Department of Transportation Standard Specifications (current edition), "Legal Relations, Environmental Requirements, and Responsibility to Public."

Temperature and Weather Limitations:

The Contractor shall perform joint sealing or resealing only under the following conditions:

1. The air and pavement temperatures are 40 °F or higher;
2. The pavement temperature is above the dew point;
3. The pavement and joint faces are dry and frost free; and
4. Weather conditions are dry.

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Resealing Operations:

The Contractor shall saw the transverse and longitudinal joints to the specified width, depth, and configuration.

Joint Preparation:

The Contractor shall use a router to follow the path of the existing joints and widen the top of the joint to the required section.

The Contractor shall sandblast joints and clean with compressed air.

The Contractor shall provide a one (1) inch wide border of clean, dry, newly exposed concrete before placing the bond-breaker and sealant at the joint and adjacent pavement.

The Contractor shall use cleaning wands that provide compressed air with at least 100 psi of pressure at the outlet nozzle. The Contractor shall ensure that the compressed air is free of oil and moisture.

Sealant Application:

The Contractor shall apply the sealant according to the manufacturer's recommendations, unless otherwise specified and approved by the District engineer or their designee. The Contractor shall obtain the District engineer or their designee's approval of the manufacturer's sealant application instructions before beginning work.

The Contractor shall place the bond-breaker to maintain the specified depth of the sealant material.

The Contractor shall provide a finished joint seal surface that is concave and 1/4 inch \pm 1/8 inch below the surface of the concrete pavement.

The District Engineer or their designee will cease operations if the Contractor seals joints inconsistently. The Contractor shall correct inconsistencies in joint sealing operations and remove and replace non-conforming sealant at no additional cost to the NMDOT.

Method of Measurement:

Sealing concrete pavement joints and resealing concrete pavement joints will be measured and paid by the linear foot.

Basis of Payment:

Sealing Concrete Pavement Joints will be paid per linear foot. Payment for the pay item(s) listed in this section and will not measure or pay separately for the following work:

1. Cleaning, priming, and sealing concrete pavement joints;
2. Removing joint sealant, sawing, cleaning, priming, and resealing joints; and
3. Provide sealant material.

Resealing concrete pavement joints will be paid per linear foot. Payment for the pay item(s) listed in this section and will not measure or pay separately for the following work:

1. Removal of existing material by saw cutting the joints;
2. Cleaning, priming, and sealing concrete pavement joints;
3. Removing joint sealant, sawing, cleaning, priming, and resealing joints; and
4. Provide sealant material.

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

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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
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

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Awarded Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)
1	20,000	LBS	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.00	\$2.25	\$2.25
2	60,000	LBS	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.47	\$2.00	\$2.00
3	100,000	LBS	Routed Joint and Crack Sealing Type I (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Greater Than 50,000 lbs	\$1.37	\$1.75	\$1.75
4	20,000	LBS	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.05	\$2.25	\$2.25
5	60,000	LBS	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.49	\$2.00	\$2.00
6	100,000	LBS	Routed Joint and Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs	\$1.39	\$1.75	\$1.75
7	20,000	LBS	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.00	\$1.75	\$1.75
8	60,000	LBS	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.47	\$1.65	\$1.65
9	100,000	LBS	Non-Routed Crack Sealing Type I (ASTM D6690)- Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs	\$1.37	\$1.50	\$1.50
10	20,000	LBS	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide 1 to 15,000 lbs	\$2.05	\$1.75	\$1.75
11	60,000	LBS	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 15,000 to 50,000 lbs	\$1.49	\$1.65	\$1.65
12	100,000	LBS	Non-Routed Crack Sealing Type II (ASTM D6690) - Hot applied, for concrete and asphalt pavements. Statewide Greater Than 50,000 lbs	\$1.39	\$1.50	\$1.50

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)
13	2,000	MI	Mobilization Statewide - One way as defined within price agreement.	\$5.00	\$10.00	\$10.00
14	600	HR	Traffic Control - Per Approved TCP	\$150.00	\$75.00	\$75.00
15	600	HR	Traffic Control Nighttime Hours - When Traffic control is required between the hours of 8pm to 5am per approved TCP	\$450.00	\$100.00	\$100.00
16	10,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide 1 to 5,000 L.F.	\$8.00	\$2.50	\$2.50
17	50,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide Greater Than 5,000 to 20,000 L.F.	\$4.50	\$2.40	\$2.40
18	100,000	LF	Sealing and Resealing Concrete Pavement Joints (ASTM D5893) - Cold applied Sealant for portland cement concrete pavements. Statewide Greater Than 20,000 L.F.	\$3.70	\$2.30	\$2.30
19	2,000	MI	Mobilization Statewide - One way as defined within price agreement.	\$10.00	\$10.00	\$10.00
20	600	HR	Traffic Control - Per Approved TCP	\$300.00	\$75.00	\$75.00

*** 20 Awarded Items Total ***