



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
0000050893  
Pavement Sealants & Supply, Inc.  
PO Box 906  
Belen, NM 87002  
Telephone No : (505) 861-0818

Price Agreement Number: 60-805-15-13416

Price Agreement Amendment No.: Three

Term: October 21, 2015 – October 20, 2019

Ship To:  
New Mexico Department of Transportation  
(Various Locations)

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:  
New Mexico Department of Transportation  
(Various Locations)

For questions regarding this Price Agreement please contact:  
Angela Martinez (505) 827-5127

Title: Hot Applied Patching Material and Rental of Patching Application Unit (Inclusive of Operator Training)

This Price Agreement 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 October 21, 2018 to October 20, 2019 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

New Mexico State Purchasing Agent

Date: 8/23/2019

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

RL  
*RL*



GSD/PD (Rev. 01/11)

State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
0000050893  
Pavement Sealants & Supply, Inc.  
PO Box 906  
Belen, NM 87002

Telephone No.: 505-861-0818

Price Agreement Number: 60-805-15-13416

Price Agreement Amendment No.: Two

Term: October 21, 2015-October 20, 2018

Ship To:  
New Mexico Department of Transportation  
(Various Locations)

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Invoice:  
New Mexico Department of Transportation  
(Various Locations)

For questions regarding this Price Agreement please contact:  
Angela Martinez 505-827-5127

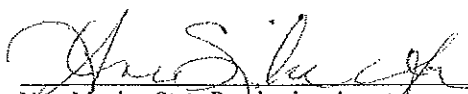
Title: Hot Applied Patching Material and Rental of Patching Application Unit (Inclusive of Operator Training)

This Price Agreement 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 October 21, 2017 to October 20, 2018 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

  
New Mexico State Purchasing Agent

Date: 8/1/17

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



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor:**  
**0000050893**  
**Pavement Sealants & Supply, Inc.**  
**PO Box 906**  
**Belen, NM 87002**

Telephone No: 505-861-0818

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

**Invoice:**  
**New Mexico Department of Transportation**  
**(Various Locations)**

For questions regarding this Price Agreement please contact:  
Angelica Martinez (505) 827-5127

Price Agreement Number: **60-805-15-13416**

Price Agreement Amendment No.: **One**

Term: **October 21, 2015 – October 20, 2017**

Procurement Specialist: Richard Rodriguez

Telephone No.: **505-670-9723**

Title: Hot Applied Patching Material and Rental of Patching Application Unit (Inclusive of Operator Training)

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

In accordance with Contract provisions and by mutual agreement of all parties, this contract is extended from October 21, 2016 to October 20, 2017 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

  
New Mexico State Purchasing Agent

RR

Date: 9/19/16



State of New Mexico  
General Services Department

Price Agreement

**Awarded Vendor:**

0000050893

Pavement Sealants & Supply Inc.

PO Box 906

Belen, NM 87002

Telephone No.: 505-861-0818

Price Agreement Number: 60-805-15-13416

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**

New Mexico Department of Transportation  
(Various Locations)

Procurement Specialist: Eric Sanchez 

Telephone No.: 505-827-0554

**Invoice:**

New Mexico Department of Transportation  
(Various Locations)

For questions regarding this contract please contact:  
James Ortega 505-827-5135

**Title: Hot Applied Patching Material and Rental of Patching Application Unit (Inclusive of Operator Training)**

**Term: October 21, 2015-October 20, 2016**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

  
New Mexico State Purchasing Agent

Date: 10/16/15

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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,



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such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights 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 13-1-99 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.** 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.** 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 proposal 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.** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

**New Mexico Employees Health Coverage**

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

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

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

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**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>



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**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.

**Article V - Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

**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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The New Mexico Department of Transportation (NMDOT) wishes to establish a Price Agreement for Hot Applied, Self Adhesive, Bituminous based materials for patching asphalt and concrete pavements, and the rental of equipment.

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

Quantities provided are estimate quantities for bidding purposes only; the NMDOT reserves the right to place orders on more or less depending on the needs of the NMDOT. Awarded vendor should maintain some stock for ready shipment. Several NMDOT districts will utilize this Price Agreement.

Vendors submitting bids must have their products approved by the product evaluation committee of the NMDOT. In addition, vendors must submit the name of their product to be included in the bid package and shall provide the State Purchasing Division with product literature to include but not be limited to product specifications, composition and manufacturers recommendations.

All applicable sections of the New Mexico State Highway and Transportation Departments Current Edition Interim Specifications Book shall apply and be considered as integral part of these specifications.

**METHOD OF AWARD:** This Price Agreement is established as a source and convenience of the New Mexico Department of Transportation (NMDOT). It is the responsibility of the user or the user agency to utilize this contract to the best interests of the State of New Mexico. Multiple awards may be made to serve the best interest of the user agency.

Successful vendor (s) will provide the New Mexico Department of Transportation Districts using this Price Agreement with a quantity report for accurate future use.

Bidders responding to this invitation to bid are requested to submit descriptive literature.

Awarded vendor will ship Material Safety Data Sheets with each shipment.

Award will be based on cost of materials meeting specifications listed below and the rental rates of required equipment. The NMDOT reserves the right to require samples be furnished by any prospective bidder prior to award of Price Agreement.

**PRODUCT SPECIFICATIONS:** Product is to be hot applied, pourable, self-adhesive material used for maintenance and repair of asphalt pavement. The product shall be available in two grades: regular and fine mix. The fine mix will contain smaller aggregate than the regular mix resulting in a more uniform texture and improved feathered edges. All products are to be composed of highly modified polymer asphalt binder and light weight aggregate. The products are formulated to repair distresses which are larger than those typically repaired by crack or joint sealing, but smaller than those requiring remove and replace patching procedures. When properly applied these materials are to be both flexible and resistant to vehicle loadings in different climates and applications.

Material is to be supplied in solid form in a box containing pre-measured polymer modified binder and bagged aggregate. To use, both the binder and aggregate from each box are added to an appropriate melter, product is then heated while mixing to application temperature. The heated material is then poured from the applicator into prepared pavement sections, leveled with the pavement surface and allowed to cool and solidify prior to opening to traffic.

Materials shall meet the New Mexico State Highway and Transportation Department Interim Specifications for Road and Bridge Construction, Current Edition. (Current copies can be purchased from the NMDOT General Office Stores in Santa Fe, NM. Phone 505-827-5209)

Materials shall be manufactured using binders classified under AASHTO designation M 320-03 in the following grades:

PG 70-10 or 64-10 - For use in the desert and plains regions of the State of New Mexico

PG 58-22 - For use in the mountainous cold weather portions of the State of New Mexico.



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**USAGE GUIDELINES:** Usage recommended for climate and application:

|  | Thermal Crack<br>Repair<br>Cracks 1"-2" wide | Leveling & Skin<br>patch<br>>1/2" deep | Leveling & Skin<br>patch<br><1/2" deep | Surface Void<br>Repair 4" deep<br>x 12" dia. |
|--|--|--|--|--|
| Hot Climate<br>High Temp Range<br>70, 64     | 1-2" type 3 fine<br>>2" Type 3               | Type 3                                 | Type 3 fine mix                        | Type 3                                       |
| Moderate Climate<br>High Temp Range<br>58,64 | 1-2" type 3 fine<br>>2" Type 3               | Type 2                                 | Type 2 fine                            | Type 2                                       |
| Low Temp Range<br>-16, -22                   |  |  |  |  |
| Cold Climate<br>High Temp Range<br>52, 58    | 1-2" Type 1 fine<br>>2" Type 1               | Type 2                                 | Type 2 fine                            | Type 2                                       |
| Low Temp Range<br>-28, -34                   |  |  |  |  |

Temperature grades based on 98% confidence LTPPBIND

Properties of material types 1, 2 and 3 when mixed and heated in accordance with ASTM D5167 are as follows:

| Parameter                                    | Type 1                                  | Type 2                                  | Type 3                                  |
|--|---|---|---|
| Color  | Black                                   | Black                                   | Black                                   |
| Pourability @ 400 <sup>0</sup> F             | 1000-1400 gm                            | 1000-1400 gm                            | 1000-1400 gm                            |
| Stability at 158 <sup>0</sup> F              | .6 inch max.                            | .5 inch max.                            | .4 inch max.                            |
| Flexibility @ low temp.                      | pass @ -20 <sup>0</sup> F               | pass @ 0 <sup>0</sup> F                 | pass @ 20 <sup>0</sup> F                |
| Impact at 5 ft. lb.<br>(ASTM D2794) Modified | -                                       | -                                       | -                                       |
| Adhesion @ 77 <sup>0</sup> F (ptm4)          | 15 psi min.                             | 20 psi min.                             | 25 psi min.                             |
| Specific Gravity (ASTM D792)                 | 1.35 max.                               | 1.35 max.                               | 1.35 max.                               |
| Skid resistance, BPN (ASTM E303)             | 40 min.                                 | 40 min.                                 | 40 min.                                 |
| Skid Resistance (faine mix)                  | 30 min.                                 | 30 min.                                 | 30 min.                                 |
| Minimum application temp.                    | 375 <sup>0</sup> F (190 <sup>0</sup> C) | 375 <sup>0</sup> F (190 <sup>0</sup> C) | 375 <sup>0</sup> F (190 <sup>0</sup> C) |
| Maximum application temp.                    | 410 <sup>0</sup> F (210 <sup>0</sup> C) | 410 <sup>0</sup> F (210 <sup>0</sup> C) | 410 <sup>0</sup> F (210 <sup>0</sup> C) |

The supplier may be able to upgrade by one grade in the Department's favor if it can be a benefit to durability. This deviation must be approved in advance by the NMDOT District Maintenance Engineer after consultation with the NMDOT State Materials Engineer.

The NMDOT Reserves the right to reject any and/or all bids not meeting these specifications.

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Patching must comply with all relevant provisions of AASHTO 324-04 which is identical to and listed as ASTM D6690-01 and all cross referenced ASTM Standards.

Patching material shall be capable of, being installed in and repairing, cracks up to two (2) inches wide and potholes up to twelve (12) inches in diameter and one (1) to four (4) inches deep.

**APPLICATION:** Prior to use, the user must read and follow application instructions for the material to verify proper product selection, heating methods, pavement preparation procedures, usage precautions and safety procedures. These instructions shall be provided with each pallet of material.

**PACKAGING:** The material shall be packaged in 3-gallon boxes which are to be palletized into shipping units. Each pallet shall contain no more than 72 boxes. Each pallet will contain no more than 216 gallons of material. Each box will be labeled with the product name, part number, application temperatures and safety instructions. Palletized units are to be protected from the weather using a plastic bag that is at least 3 mil thick and U.V. resistant stretch wrap. Pallets of material shall be labeled with the product part number, lot number and net weight. Application instructions shall be provided with each pallet of product in a weather resistant enclosure.

**WARRANTY:** All products shall meet ASTM, AASHTO, Federal or State specifications at time of shipment. Remedies against product failure are to be replacement or refund (full or partial) of purchase price from awarded vendor. All claims for breach of this warranty will be made within 3 months of the date of use or twelve months from date of delivery, whichever is earlier.

**EQUIPMENT SPECIFICATIONS:** The purpose of these specifications is to describe a trailer mounted double boiler type mixer that is designed for and shall be capable of heating and melting the products bid. The unit shall be manufacturer's current production model manufactured in the United States of America. A comprehensive safety manual and an operation/maintenance manual shall be provided with each unit. A factory trained service person shall be made available for initial start-up and training in the operation of the mixer. The mixer shall be constructed as a double boiler, with space between the inner and outer shells filled with oil or other heat transfer medium. Thermostatic control for the heat transfer medium shall be provided and shall have sufficient sensitivity to maintain product temperature within the manufacturer's specified application temperature range.

Each unit must have an adjustable temperature controlled unit capable of maintaining the target temperature to within 10 degrees Celsius while at rest via proper insulation and heated oil/fluid transfer system. The unit must come with an electrical heating system for maintaining target temperature of the patching product when plugged in overnight.

The tank must have a capacity of 200 gallons or more of product. The tank shall have a loading area that prevents splashing for recharging the product.

A sealed expansion tank for heat transfer oil shall be provided to minimize oil oxidation and prevent moisture condensation into the heat transfer oil.

Each unit shall come with a pour pot buggy which shall be direct fired with an approximate nine (9) gallon capacity. The buggy shall have four (4) rubber tires. The rear two (2) tires must be able to swivel for steering the buggy and be manually lockable for stability on uneven pavement. Each buggy shall have a handle activated gate valve opener to allow product to flow into trough for application as needed. Gate handle must be able to be reached while pushing the buggy. A hand operated sweep paddle shall be supplied to move product inside the tank. The tank shall be constructed of at least 10 gauge (.134 inch) steel, insulated with one (1) inch low density ceramic hard board insulation and covered with a steel outer skin. An 8000 BTU burner shall supply heat to prevent excessive product cooling while in the buggy. A #10 LP Gas bottle with regulator hand hose shall be mounted on the buggy to supply fuel to the burner.

**DELIVERY OPTIONS:**



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- Option 1:** Patching material shall be delivered to District locations or patrol yards on pallets containing units of material weighing no more than fifty (50) pounds each. Delivery addresses may be found on page 7 below.
- Option 2:** Patching Material to be picked up at designated location in the Albuquerque area.

**HOLD HARMLESS CLAUSE:** Contractor shall indemnify and hold harmless the State, its officers and employees against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by or resulting from Contractor's and/or its employees own negligent act (s) or omissions while Contractor and/or its employees performs or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the Tort Claims Act (41-11, 197 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 agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize any one not a party to the 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 agreement.

The conditions listed in the above paragraph are an integral part of this bid and shall be the conditions regulating the performance of any contract between the bidder and the State of New Mexico and any commission, divisions or department thereof.

The using agency will provide an engineer or designee to inspect operations. The engineer or designee will be responsible for the project being completed in accordance with the specifications contained herein and his decision will be considered final.

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted shall be returned by the vendor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of the State, constitute grounds for rejection of the entire bid.

**ESCALATION CLAUSE:** In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

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

1. Contract 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 reason for increase.

This escalation policy will be terminated as soon as the market stabilizes. Should you have questions concerning this policy, please contact the State Purchasing Division.

**TAX NOTE:** Price shall not include State gross receipts or local option tax. Tax shall be added to the invoice at current rates as a separate item to be paid by the users.

The price represented herein, represents the total compensation to be paid by the State to the Contractor for services provided. It is understood that the Contractor providing said goods and/or services to the State is

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responsible for payment of all costs of labor, equipment, tools, material, Federal tax, permits, licenses, fees, and any other items necessary to complete the work provided. The price quoted in this contract shall include an amount sufficient to cover these costs.

Vendor is requested to indicate Federal Tax ID Number, NM Gross Receipts Number or Social Security Number: \_\_\_\_\_

The NMDOT reserves the right to reject any and/or all bids not meeting these specifications.

Patching must comply with all relevant provisions of AASHTO 324-04 which is identical to and listed as ASTM D 6690-01 and all cross referenced ASTM standards.

Patching material shall be capable of, being installed in and repairing, cracks up to two (2) inches wide and potholes up to twelve (12) inches in diameter and one (1) to four (4) inches deep.

Quantities and locations are estimated, actual requirements will be determined by the Engineer and quantities may be increased or decreased and locations changed as necessary to meet actual field requirements.

Bidders must submit all product documentation including MSDS, product specifications and recommended application temperatures with bid documents.

**PAYMENT PROVISIONS:** Within fifteen days after the date the Department 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 Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of written notice from the Contractor, that payment is requested, provide 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 Department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty 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 to the Contractor at the rate of 1-1/2 percent per month. For purchases funded by State or Federal grants to local public bodies, if the local public body has not received the funds from the Federal or State funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that agency.

**Invoice to:**

**NMDOT-General Office**  
1120 Cerrillos Rd.  
P.O. Box 1149  
Santa Fe, NM 87504-1149

**NMDOT District One**  
US 70-80 East P.O. Box 231  
Deming, NM 88030-0231



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**NMDOT District Two**  
4505 West Second St.  
P.O. Box 1457  
Roswell, NM 88202-1457

**NMDOT District Three**  
7500 East Frontage Rd.  
P.O. Box 91750  
Albuquerque, NM 87199-1750

**NMDOT District Four**  
1-25 South of Las Vegas  
P.O. Box 30  
Las Vegas, NM 87701-0030

**NMDOT District Five**  
7315 Cerrillos Road  
P. O. Box 4127 (Coronado Station)  
Santa Fe, NN 87502 – 4127

**NMDOT District Six**  
1919 Pinion Drive  
P. O. Box 2160  
Milan, NM 87021-2160

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| Item Number | Item Name   | Unit Price        |
|-------------|---|-------------------|
| 001         | Hot Applied Patching Material Delivered to D-1, TYPE 1 (FINE)   | \$8.77 per gallon |
| 002         | Hot Applied Patching Material Delivered to D-1, TYPE 1 (COURSE) | \$8.77 per gallon |
| 003         | Hot Applied Patching Material Delivered to D-1, TYPE 2 (FINE)   | \$8.77 per gallon |
| 004         | Hot Applied Patching Material Delivered to D-1, TYPE 2 (COURSE) | \$8.77 per gallon |
| 005         | Hot Applied Patching Material Delivered to D-1, TYPE 3 (FINE)   | \$8.77 per gallon |
| 006         | Hot Applied Patching Material Delivered to D-1, TYPE 3 (COURSE) | \$8.77 per gallon |
| 007         | Hot Applied Patching Material Delivered to D-2, TYPE 1 (FINE)   | \$8.77 per gallon |
| 008         | Hot Applied Patching Material Delivered to D-2, TYPE 1 (COURSE) | \$8.77 per gallon |
| 009         | Hot Applied Patching Material Delivered to D-2, TYPE 2 (FINE)   | \$8.77 per gallon |
| 010         | Hot Applied Patching Material Delivered to D-2, TYPE 2 (COURSE) | \$8.77 per gallon |
| 011         | Hot Applied Patching Material Delivered to D-2, TYPE 3 (FINE)   | \$8.77 per gallon |
| 012         | Hot Applied Patching Material Delivered to D-2, TYPE 3 (COURSE) | \$8.77 per gallon |
| 013         | Hot Applied Patching Material Delivered to D-3, TYPE 1 (FINE)   | \$8.77 per gallon |
| 014         | Hot Applied Patching Material Delivered to D-3, TYPE 1 (COURSE) | \$8.77 per gallon |
| 015         | Hot Applied Patching Material Delivered to D-3, TYPE 2 (FINE)   | \$8.77 per gallon |
| 016         | Hot Applied Patching Material Delivered to D-3, TYPE 2 (COURSE) | \$8.77 per gallon |
| 017         | Hot Applied Patching Material Delivered to D-3, TYPE 3 (FINE)   | \$8.77 per gallon |
| 018         | Hot Applied Patching Material Delivered to D-3, TYPE 3 (COURSE) | \$8.77 per gallon |
| 019         | Hot Applied Patching Material Delivered to D-4, TYPE 1 (FINE)   | \$8.77 per gallon |
| 020         | Hot Applied Patching Material Delivered to D-4, TYPE 1 (COURSE) | \$8.77 per gallon |
| 021         | Hot Applied Patching Material Delivered to D-4, TYPE 2 (FINE)   | \$8.77 per gallon |
| 022         | Hot Applied Patching Material Delivered to D-4, TYPE 2 (COURSE) | \$8.77 per gallon |
| 023         | Hot Applied Patching Material Delivered to D-4, TYPE 3 (FINE)   | \$8.77 per gallon |
| 024         | Hot Applied Patching Material Delivered to D-4, TYPE 3 (COURSE) | \$8.77 per gallon |



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| Item Number | Item Name  | Unit Price        |
|-------------|--|-------------------|
| 025         | Hot Applied Patching Material Delivered to D-5, TYPE 1 (FINE)                                      | \$8.77 per gallon |
| 026         | Hot Applied Patching Material Delivered to D-5, TYPE 1 (COURSE)                                    | \$8.77 per gallon |
| 027         | Hot Applied Patching Material Delivered to D-5, TYPE 2 (FINE)                                      | \$8.77 per gallon |
| 028         | Hot Applied Patching Material Delivered to D-5, TYPE 2 (COURSE)                                    | \$8.77 per gallon |
| 029         | Hot Applied Patching Material Delivered to D-5, TYPE 3 (FINE)                                      | \$8.77 per gallon |
| 030         | Hot Applied Patching Material Delivered to D-5, TYPE 3 (COURSE)                                    | \$8.77 per gallon |
| 031         | Hot Applied Patching Material Delivered to D-6, TYPE 1 (FINE)                                      | \$8.77 per gallon |
| 032         | Hot Applied Patching Material Delivered to D-6, TYPE 1 (COURSE)                                    | \$8.77 per gallon |
| 033         | Hot Applied Patching Material Delivered to D-6, TYPE 2 (FINE)                                      | \$8.77 per gallon |
| 034         | Hot Applied Patching Material Delivered to D-6, TYPE 2 (COURSE)                                    | \$8.77 per gallon |
| 035         | Hot Applied Patching Material Delivered to D-6, TYPE 3 (FINE)                                      | \$8.77 per gallon |
| 036         | Hot Applied Patching Material Delivered to D-6, TYPE 3 (COURSE)                                    | \$8.77 per gallon |
| 037         | Hot Applied Patching Material Picked Up at Vendor's place of Business, TYPE 1 (FINE)               | \$8.27 per gallon |
| 038         | Hot Applied Patching Material Picked Up at Vendor's place of Business, TYPE 1 (COURSE)             | \$8.27 per gallon |
| 039         | Hot Applied Patching Material Picked Up at Vendor's place of Business, TYPE 2 (FINE)               | \$8.27 per gallon |
| 040         | Hot Applied Patching Material Picked Up at Vendor's place of Business, TYPE 2 (COURSE)             | \$8.27 per gallon |
| 041         | Hot Applied Patching Material Picked Up at Vendor's place of Business, TYPE 3 (FINE)               | \$8.27 per gallon |
| 042         | Hot Applied Patching Material Picked Up at Vendor's place of Business, TYPE 3 (COURSE)             | \$8.27 per gallon |
| 043         | Rental - Hot Applied Patching Material Application Unit Including Operator Training - WEEKLY RATE  | \$2,377.00        |
| 044         | Rental - Hot Applied Patching Material Application Unit Including Operator Training - RATE MONTHLY | \$5,877.00        |

\*\*\*44 Items Total\*\*\*