



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor: 0000128026 Red Hill Lava Products, Inc. PO Box 925 Milan, IL 61264-0925 Telephone No.: 800-528-2765
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: Angela Martinez 505-827-5127

Price Agreement Number: 60-805-15-13696 AA

Price Agreement Amendment No.: Three

Term: November 20, 2015-November 19, 2019

Procurement Specialist: Theresa Mendibles *Jam*

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

Title: **Red Scoria Cinder Material District 5**

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

Business Name and Address change:

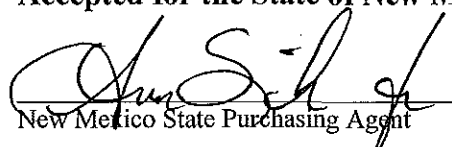
From:
0000058851
Colorado Lava, Inc.
PO Box 952
Milan, IL 61201
Telephone No: 309-756-2192

To:
0000128026
Red Hill Lava Products, Inc.
PO Box 925
Milan, IL 61264-0925
Telephone No: 800-528-2765

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 20, 2018 to November 19, 2019 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: 11/26/2018



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

Price Agreement Amendment

Awarded Vendor:

0000058851

Colorado Lava, Inc.

PO Box 952

Milan, IL 61201

Telephone No.: 309-756-2192

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:
Angela Martinez 505-827-5127

Price Agreement Number: 60-805-15-13696

Price Agreement Amendment No.: Two

Term: November 20, 2015-November 19, 2018

Procurement Specialist: Theresa Mendibles *JM*

Telephone No.: (505) 827-0499

Email: theresa.mendibles@state.nm.us

Title: Red Scoria Cinder Material District 5

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 November 20, 2017 to November 19, 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: 11/13/17



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:

0000058851

Colorado Lava, Inc.

PO Box 151

Milan, NM 61264

Telephone No.: 309-756-2192

Price Agreement Number: 60-805-15-13696

Price Agreement Amendment No.: One

Term: November 20, 2015-November 19, 2017

Ship To:

New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-5135

Invoice:

New Mexico Department of Transportation
(Various Locations)

For questions regarding this Price Agreement please contact:
Louie Lam 505-827-5196


Title: Red Scoria Cinder Material District 5

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 November 20, 2016 to November 19, 2017 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: 10/28/16



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor:

0000058851

Colorado Lava, Inc.

PO Box 151

Milan, IL 61264

Telephone No.: 309-756-2192

Price Agreement Number: 60-805-15-13696

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: Red Scoria Cinder Material District 5

Term: November 20, 2015-November 19, 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

A handwritten signature in black ink, appearing to be "James Ortega", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 11/17/15

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General Services Department
Purchasing Division
Price Agreement #: 60-805-15-13696

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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 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.

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Purchasing Division
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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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To establish a Price Agreement for Red Scoria Material to be used for New Mexico Department of Transportation District 5.

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

Escalation/Reduction Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases, as well as, increases shall apply. If vendor's prices are reduced for any reasons, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

NOTE:

The source of the material shall be located within thirty (30) map miles of the District 5 Patrol Yards. Red Scoria Material is to be hauled by NMDOT forces or by utilizing the District Five or Material Hauling Price Agreement. The District Maintenance Engineer will specify who is to haul the Red Cinder Material.

Red Scoria Cinder Material is to be available within three (3) days after receipt of order from the District Maintenance Engineer or his designee.

Red Scoria Cinder Material F.O.B. Suppliers Yard shall be weighed on a certified scale and shall be measured and paid for in U.S. Tons.

Red or Black Scoria Cinder Material Specifications:

Sieve Size	% Passing
*****	*****
½ Inch	100
3/8 Inch	70 – 100
#200	0 – 16

Moisture Content 2.5% Maximum-By Weight

All cinders shall be relatively dry (maximum of two and one-half percent (2 ½%) maximum moisture multiplied by the net weight deducted from inspection from the net weight of the load). Cinders will be subject to inspection, testing and acceptance or rejection by personnel of NMDOT. Price reductions will be applied according to the following example:

1. Moisture Content: 2.5% Maximum content allowed
Example test result = 2.7%

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General Services Department
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0003 CU.YD. Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Questa Patrol Yard located
on 554 State Highway 522).
\$9.75

All bidders must indicate, on their bid, the location of the
source site: Red Hill Mine

0004 CU.YD. Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Tres Piedras Yard
located on 38388 US 285)
\$9.75

All bidders must indicate, on their bid, the location of the source
source site: Red Hill Mine

0005 CU.YD. Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Taos Patrol Yard
located on 24898 US 64 MP 249)
\$9.75

All bidders must indicate, on their bid, the location of the
source site: Red Hill Mine

0006 CU.YD. Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Penasco Patrol Yard
located on 15159 State Road 75.)
\$9.75

All bidders must indicate, on their bid, the location of the
source site: Red Hill Mine

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0011 CU.YD Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Farmington Patrol Yard
located on 4110 Hawkins Road)

\$9.75

All bidders must indicate, on their bid, the location of the
source site: Red Hill Mine

0012 CU.YD Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Bloomfield Patrol Yard
located on 2200N First Street)

\$9.75

All bidders must indicate, on their bid, the location of the
source site: Red Hill Mine

0013 CU.YD Red Scoria Cinder Material Crushed or Screened for use on
Snow and Ice Control. (F.O.B.: Shiprock Patrol Yard
located on NM 491 South)

\$9.75

All bidders must indicate, on their bid, the location of the
source site: Red Hill Mine

13 Items Total