



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
7 Vendors

Price Agreement Number: 70-805-17-15668

Price Agreement Amendment No.: Three

Term: May 5, 2017 – May 4, 2021

Ship To:  
New Mexico Department of Transportation  
Various Locations

Procurement Specialist: Raelynn Luman

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) 570-7940

Title: Base Course Aggregate Type I and II

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 May 5, 2020 to May 4, 2021 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 03/19/2020



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
7 Vendors

Price Agreement Number: 70-805-17-15668

Price Agreement Amendment No.: Two

Term: May 5, 2017 – May 4, 2020

Ship To:  
New Mexico Department of Transportation  
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: Raelynn.Lujan@state.nm.us

Invoice:  
New Mexico Department of Transportation  
Various Locations

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

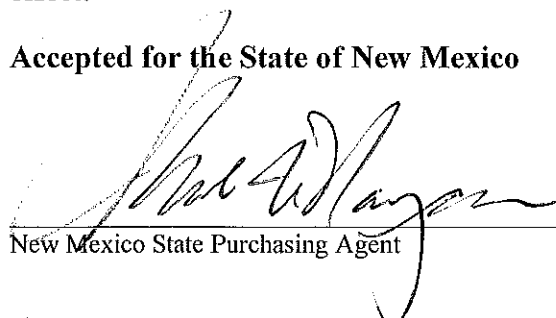
Title: **Base Course Aggregate Type I and II**

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 (AA) Aggregate Technologies, LLC; (AB) Constructors, Inc.; (AC) FNF Construction, Inc. (AD) Hondo Resources, Inc.; (AE) James Hamilton Construction Company; (AF) K. Barnett & Sons, Inc.; (AG) Nick Griego & Sons Construction, Inc., this Price Agreement is extended from May 5, 2019 to May 4, 2020 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: April 19, 2019

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





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

**Price Agreement Amendment**

**Awarded Vendor:**  
**8 Vendors**

**Telephone No.:** \_\_\_\_\_

Price Agreement Number: 70-805-17-15668

Price Agreement Amendment No.: One

Term: May 5, 2017-May 4, 2019

**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**

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

**Title: Base Course Aggregate Type I and II**

**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 May 5, 2018 to May 4, 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: 4/24/18**



**State of New Mexico  
General Services Department**

**Price Agreement**

**Awarded Vendor:**  
**8 Vendors (see page 7)**

**Telephone No.:**

Price Agreement Number: **70-805-17-15668**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

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

Procurement Specialist: **Eric Sanchez** *ES*

Telephone No.: **505-827-0554**

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

**For questions regarding this contract please contact:**  
**Angela Martinez 505-827-5127**

**Title: Base Course Aggregate Type I and II**

**Term: May 5, 2017- May 4, 2018**

**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: 5/1/17

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-2

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

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-3

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.

### **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://insurennewmexico.state.nm.us/>.

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

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

### **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>

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-6

**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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-7

Awarded Vendors:

(AA) 0000126754  
Aggregate Technologies, LLC.  
PO Box 289  
Alamogordo, NM 88311  
575-437-0047

(AB) 0000046036  
Constructors, Inc.  
3003 Boyd Drive  
Carlsbad, NM 88220  
575-941-3552

(AC) 0000054735  
FNF Construction, Inc.  
1000 Grefco  
Socorro, NM 87801  
575-313-2323

(AD) 0000051182  
Hondo Resources, Inc.  
PO Box 2623  
Roswell, NM 88202  
575-623-9555

(AE) 0000046053  
James Hamilton Construction Company  
PO Box 1287  
Silver City, NM 88062  
575-200-4227

(AF) 0000046063  
K. Barnett & Sons, Inc.  
PO Box 960  
Clovis, NM 88102  
575-762-4407

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-8

(AG) 0000050895  
Nick Griego & Sons Construction, Inc.  
1155 Kimberly Ln.  
Clovis, NM 88101  
575-935-5400

(AH) 0000080375  
Southwest Paving and Grading Inc.  
PO Box 2048  
Ruidoso, NM 88355  
575-336-1278

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-9

Establish a Price agreement for the New Mexico Department of Transportation (NMDOT), District Two, for furnishing Base Course Aggregate Type I & II.

This price agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

**Terms and Conditions:**

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

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

Acceptance of materials will be made at the point of delivery based on tests obtained from the materials delivered, prior to final Department acceptance and payment. The Engineer or his designee shall have the right and authority to reject nonconforming materials supplied by the successful contractors. Materials may be rejected for (but not limited to) failure to meet the Department's specifications, incompatibility with the Department's needs, or failure to be delivered within the time specified. Any material that is rejected shall not be paid for by the Department and the State. The Department, its agents or employees shall not be liable to the contractor in any way for any damages of any nature whatsoever resulting from the rejection of the material. When materials are rejected, the contractor shall be informed of the reason for the rejection in writing as soon as practicable after the rejection by the Engineer or his designee. The contractor agrees to indemnify the State for any and all loss incurred due to delay in shipment or rejection of material.

**Material Specifications:**

Materials purchased under this Price Agreement shall conform to the requirements for Base Course Aggregate, Type I as defined in Section 303 of the current New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction; contractor shall submit a sample of proposed source material to Engineer for acceptance as per Section 303.3.8. The current standard Specifications Book can be purchased by calling Jared Moore at the NMDOT General Office in Santa Fe at 505-827-5159.

Base course shall be composed of materials consisting of crushed stone, crushed or screened gravel, sand or a combination of such materials. Base course shall be free from vegetable matter and all other deleterious materials including silt and clay balls.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-10

The aggregate material shall be combined in such proportions that the resulting composite blend meets the requirements as follows:

**BASE COURSE**

<u>Sieve Size</u>	<u>Percent Passing</u>	
	TYPE-I	TYPE-II
1 inch	100	100
¾ inch	80-100	85-95
No. 4	30-60	40-70
No. 10	20-45	30-55
No. 200	3.0-10.0	6.0-15.0

Ensure that at least 50% of the Materials retained on or above the No. 4 sieve have at least two (2) Fractured Faces when evaluated in accordance with AASHTO T-335, "Determining the Percentage of Fracture in Coarse Aggregate". Provide Base Course from a material source with a maximum AI of 35 when calculated in accordance with Section 901, "QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)," a maximum LL of 25, and a maximum PI of 6. Determine the AI for the untreated natural aggregate source.

Hauling of Material: base course aggregate shall be delivered by the supplier to the sites stated, within District Two.

Delivery of the material for each line item is to be completed within sixty (60) days of purchase order.

**Contract Conditions:**

Base course aggregate purchased under this Price Agreement shall be measured by the ton. All shipments shall be accompanied by a certified scale ticket, machine stamped, with both tare and gross weight indicated. The certified scale ticket shall be obtained at the nearest location to the point of origin of the shipment. All invoices presented for payment of base course shall include thereon the vehicle license number of the truck or tractor trailer used to haul that particular load.

Base course aggregate shall be tested and measured by the Engineer or his designee, prior to final acceptance.

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

Finding material source will be the contractor's responsibility.

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

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-11

**Escalation/Reduction 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.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. 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 tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the state for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

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

Vendors are requested to indicate their Federal Tax ID, NM CRS # or Social Security Number

\_\_\_\_\_.

**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 properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 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 hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-12

bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

**Payment Provisions:**

Within fifteen (15) 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 (30) days after the date of receipt or written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30<sup>th</sup>) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency. Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

**Contractors Note:**

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 or specifications. All conditions and specifications in the Invitation to Bid and all other documents required to be submitted, shall be returned by the contractor 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 at the discretion of the State, constitute grounds for rejection of the entire bid. The State will not accept any added stipulation by the vendor.

Contractors who are bidding shall promptly notify the Department of an ambiguity, inconsistency, or error which they discover upon their examination of these bidding documents, or of the site and local conditions.

The Department shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular. Quantities are estimated for bidding purposes only. Actual quantities may be significantly less or slightly more, depending on the needs of NMDOT.

**Method of Award:**

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

The New Mexico Department of Transportation asks that all Vendors bid Item 033 & the locations that they can supply Base Course Aggregate Type I and II materials to.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-13

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Ton	Base Course Aggregate Type I, FOB; Jal Patrol Yard, 2 Miles South of Jal, NM on SR 18	AB)\$30.00 AD)\$37.00 AE)\$30.90
002	1	Ton	Base Course Aggregate Type II, FOB; Jal Patrol Yard, 2 Miles South of Jal, NM on SR 18	AB)\$30.00 AD)\$37.00 AE)\$30.90
003	1	Ton	Base Course Aggregate Type I, FOB; Hobbs Patrol Yard, 201 S. Magnum Industrial Road, Hobbs, NM	AB)\$30.00 AD)\$31.00 AE)\$29.70
004	1	Ton	Base Course Aggregate Type II, FOB; Hobbs Patrol Yard, 201 S. Magnum Industrial Road, Hobbs, NM	AB)\$30.00 AD)\$31.00 AE)\$29.70
005	1	Ton	Base Course Aggregate Type I, FOB; Tatum Patrol Yard, 1 Mile East of Tatum, NM on US 380	AB)\$39.50 AC)\$38.73 AD)\$28.00
006	1	Ton	Base Course Aggregate Type II, FOB; Tatum Patrol Yard, 1 Mile East of Tatum, NM on US 380	AB)\$39.50 AC)\$38.73 AD)\$28.00
007	1	Ton	Base Course Aggregate Type I, FOB; Portales Patrol Yard, 2 Miles South of Portales, NM on SR 206	AD)\$27.50 AF)\$16.50 AG)\$33.12
008	1	Ton	Base Course Aggregate Type II, FOB; Portales Patrol Yard, 2 Miles South of Portales, NM on SR 206	AD)\$27.50 AF)\$16.50 AG)\$33.12

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-14

009	1	Ton	Base Course Aggregate Type I, FOB; Clovis Patrol Yard, 1100-A East Brady, Clovis, NM	AD)\$32.00 AF)\$14.50 AG)\$31.14
010	1	Ton	Base Course Aggregate Type II, FOB; Clovis Patrol Yard, 1100-A East Brady, Clovis, NM	AD)\$32.00 AF)\$14.50 AG)\$31.14
011	1	Ton	Base Course Aggregate Type I, FOB; Ft. Sumner Patrol Yard, 3442 East Highway 60-84, Ft. Sumner NM	AD)\$28.50 AF)\$14.50 AG)\$17.50
012	1	Ton	Base Course Aggregate Type II, FOB; Ft. Sumner Patrol Yard, 3442 East Highway 60-84, Ft. Sumner NM	AD)\$28.50 AF)\$14.50 AG)\$17.50
013	1	Ton	Base Course Aggregate Type I, FOB; Vaughn Patrol Yard, 1/3 Mile East of Vaughn on US 60, Vaughn, NM	AB)\$44.85 AD)\$30.00 AG)\$30.26
014	1	Ton	Base Course Aggregate Type II, FOB; Vaughn Patrol Yard, 1/3 Mile East of Vaughn on US 60, Vaughn, NM	AB)\$44.85 AD)\$30.00 AG)\$30.26
015	1	Ton	Base Course Aggregate Type I, FOB; Corona Patrol Yard, East of JCT US 54 on SR 247, Corona, NM	AA)\$25.75 AD)\$29.00 AG)\$38.40
016	1	Ton	Base Course Aggregate Type II, FOB; Corona Patrol Yard, East of JCT US 54 on SR 247, Corona, NM	AA)\$25.75 AD)\$29.00 AG)\$38.40
017	1	Ton	Base Course Aggregate Type I, FOB; Carrizozo Patrol Yard, 1 Mile North of JCT US 380 on US 54, Carrizozo, NM	AA)\$16.67 AD)\$30.00 AH)\$21.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-15

018	1	Ton	Base Course Aggregate Type II, FOB; Carrizozo Patrol Yard, 1 Mile North of JCT US 380 on US 54, Carrizozo, NM	AA)\$16.67 AD)\$30.00 AH)\$21.00
019	1	Ton	Base Course Aggregate Type I, FOB; Capitan Patrol Yard, 131 Main Road, Capitan, NM	AA)\$19.88 AD)\$27.00 AH)\$19.50
020	1	Ton	Base Course Aggregate Type II, FOB; Capitan Patrol Yard, 131 Main Road, Capitan, NM	AA)\$19.88 AD)\$27.00 AH)\$19.50
021	1	Ton	Base Course Aggregate Type I, FOB; Tularosa Patrol Yard, 7688 South US Highway 54/70, Tularosa, NM	AA)\$11.29 AB)\$40.35 AD)\$29.50
022	1	Ton	Base Course Aggregate Type II, FOB; Tularosa Patrol Yard, 7688 South US Highway 54/70, Tularosa, NM	AA)\$11.29 AB)\$40.35 AD)\$29.50
023	1	Ton	Base Course Aggregate Type I, FOB; Mayhill Patrol Yard, 3 Miles West of Mayhill on US 82, Mayhill, NM	AA)\$16.67 AB)\$29.35 AD)\$27.50
024	1	Ton	Base Course Aggregate Type II, FOB; Mayhill Patrol Yard, 3 Miles West of Mayhill on US 82, Mayhill, NM	AA)\$16.67 AB)\$29.35 AD)\$27.50
025	1	Ton	Base Course Aggregate Type I, FOB; Hondo Patrol Yard, 28558 US Highway 70, Hondo, NM	AA)\$19.88 AB)\$31.10 AD)\$22.00
026	1	Ton	Base Course Aggregate Type II, FOB; Hondo Patrol Yard, 28558 US Highway 70, Hondo, NM	AA)\$19.88 AB)\$31.10 AD)\$22.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-805-17-15668

Page-16

027	1	Ton	Base Course Aggregate Type I, FOB; Roswell Patrol Yard, 4505 W. Second St., Roswell, NM	AB)\$20.60 AC)\$22.00 AD)\$12.50
028	1	Ton	Base Course Aggregate Type II, FOB; Roswell Patrol Yard, 4505 W. Second St., Roswell, NM	AB)\$20.60 AC)\$22.00 AD)\$12.50
029	1	Ton	Base Course Aggregate Type I, FOB; Artesia Patrol Yard, 3101 West Main St., Artesia, NM	AB)\$18.10 AC)\$19.58 AD)\$23.00
030	1	Ton	Base Course Aggregate Type II, FOB; Artesia Patrol Yard, 3101 West Main St., Artesia, NM	AB)\$18.10 AC)\$19.58 AD)\$23.00
031	1	Ton	Base Course Aggregate Type I, FOB; Carlsbad Patrol Yard, 2504 South Canal, Carlsbad, NM	AB)\$14.10 AD)\$27.50 AE)\$14.10
032	1	Ton	Base Course Aggregate Type II, FOB; Carlsbad Patrol Yard, 2504 South Canal, Carlsbad, NM	AB)\$14.10 AD)\$27.50 AE)\$14.10
033	1	Mile	Per Mile Delivery Charge	AB)\$0.35 AC)\$0.25 AD)\$0.38 AE)\$0.24 AF)\$4.50 AG)\$0.22 AH)\$0.50

\*\*\* 33 Items Total \*\*\*