



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

Price Agreement Amendment

**Awarded Vendor
4 Vendors**

Price Agreement Number: **71-805-17-15807**

Price Agreement Amendment No.: **Three**

Term: **June 26, 2017 – June 25, 2021**

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

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **(505) 827-0484**

Email: **Raelynn.Lujan@state.nm.us**

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

**For questions regarding this Price Agreement please
contact:
Angela Martinez (505) 470-7940**

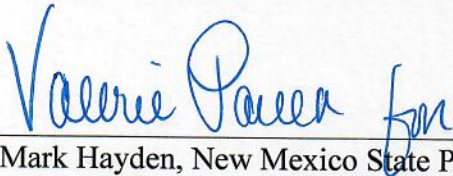
Title: Asphalt Concrete Patch Material District 6

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 June 26, 2020 to June 25, 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: 4/29/2020



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
4 Vendors

Price Agreement Number: 71-805-17-15807

Price Agreement Amendment No.: Two

Term: June 26, 2017 – June 25, 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: Asphalt Concrete Patch Material District 6

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 June 26, 2019 to June 25, 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

Mark Hayden, New Mexico State Purchasing Agent

Date: 6/19/2019

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

Price Agreement Amendment

Awarded Vendor
4 Vendors – See page 7

Price Agreement Number: 71-805-17-15807

Price Agreement Amendment No.: One

Term: June 26, 2017 – June 25, 2019

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: Asphalt Concrete Patch Material District 6

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 June 26, 2018 to June 25, 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: April 4, 2018

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

RL





State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
4 Vendors (see page 7)

Telephone No.:


Price Agreement Number: 71-805-17-15807

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

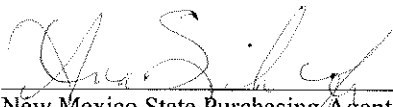
For questions regarding this contract please contact:
Angela Martinez 505-827-5127

Title: Asphalt Concrete Patch Material District 6

Term: June 26, 2017- June 25, 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: 6/20/17

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General Services Department
Purchasing Division
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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://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>

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 or 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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Price Agreement #: 71-805-17-15807

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Awarded Vendors:

(AA) 0000051537
Dismuke Construction Company
PO Box 30354 Sta. D
Albuquerque, NM 87190
505-884-1633

(AB) 0000054735
FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281
480-784-2910

(AC) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981

(AD) 0000045183
IPR, LTD.
3740 Hawkins NE
Albuquerque, NM 87109
505-292-3331

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The New Mexico Department of Transportation District Six wishes to establish a Price Agreement for the Placement of Hot Applied, Self-Adhesive, Bituminous based materials for Patching Asphalt and Concrete pavements.

Term of Agreement:

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.

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.

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.

Performance and Materials Bonds:

Prior to the issuance of a contract order, the successful awarded Contractor(s) must provide a Performance Bond and a Payment and Materials Bond equal to one hundred percent (100%) of the contract order. Said bonds must be provided to the requesting District within ten (10) calendar days after notification by the Department and are to be filed with the District's Purchasing Office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

The Performance bond is to secure the Department for losses and damages sustained by reason of default by vendor. The Materials Bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include state gross receipts tax or local option tax(es). 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.

Bidding Information:

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 all such conditions and/or specifications. All conditions and specifications in the Invitation to Bid, and all other documents required to be submitted, shall be

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Price Agreement #: 71-805-17-15807

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returned by the vendor in his/her 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.

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 costs necessary to complete the service or goods provided.

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

Vendor is requested to indicate their Federal Tax ID number, New Mexico Gross Receipts or Social Security Number _____.

Bid Review:

The New Mexico Department of Transportation shall perform the review for materially and/or mathematically unbalanced bids received for this Price Agreement. The requirements set forth in the most current edition of the NMDOT Standard Specifications for Highway and Bridge Construction will be used for this review. The NMDOT is the sole authorized agent for official review of unbalanced bids. The final review will be sent to the State Purchasing Agent for his/her determination on this matter.

Method of Award:

Method of award shall be to multiple vendors. All items shall be extended by the unit cost bid multiplied by the estimated quantity and the bidders ranked by order of total bid.

Bids must be submitted for all items, failure to do so will result in the rejection of bid. Award shall be all or none. Prices quoted shall include all labor, materials and equipment necessary to accomplish the work.

The Following Procedure for the utilization of vendors shall be used on multiple source Price Agreements.

1. The selection of a vendor from a multiple source price agreement to complete a project shall be based on the project estimate (purchase order).
2. The Department shall evaluate the estimated quantities, unit costs, total costs per item and total project costs for each awarded vendor. The project estimate shall not be modified by adding new items after work has commenced.
3. The vendor selected to perform the work on the project shall be the vendor providing the services for the specific project estimate at the lowest overall cost to the Department.
4. A vendor not offering, the lowest cost to the Department can only be used for the specific project if the vendor providing the lowest overall cost to the Department is unable to perform the work within specified time due to crew availability. The Department shall require written correspondence from vendor indicating unavailability to perform specified work.

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Public Works Minimum Wage Act:

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

This is a federal participation Price Agreement. You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern

Contract Order:

At time of every task order issued for projects over sixty thousand dollars (\$60,000.00), a Wage Rate Decision Number must be requested by end user of the user Agency. The Wage Rate Decision number can be obtained by contacting New Mexico Work Force Solutions at <https://www.dws.state.nm.us/pwaa>. Wage Rates must be attached to each contract order issued. Contractor must adhere to Wage Rate decision as issued by the New Mexico Department of Workforce Solutions.

The Contractor Agrees to:

- A. Provide competent personnel and equipment capable of performing the required work in a professional manner.
 - B. Furnish and install materials as specified by written notification.
 - C. Be responsible for cleaning, removal and disposal of all debris emanating from work performed and disposal of all debris generated by repair operations, as approved by the District Engineer or the District Engineer's designee. Final payment may be withheld subject to written approval by the District Engineer or the District Engineer's designee.
 - D. The Contractor must designate one home office in the State of New Mexico for the terms of this agreement; the Contractor shall furnish the District Engineer or the District Engineer's designee with mileage for every move of thirty (30) miles or more, one way. No payment shall be made for moves less than 30 miles. Payments will be for one way movement only. In cases where the Contractor moves for his convenience, he will not be paid for the mileage upon returning to his previous worksite or to a location within thirty (30) miles of the previous worksite.
 - E. If required by the NMDOT, the Contractor shall furnish directly (or provide through ml approved sub-contractor) all traffic control at locations specified including submittals of traffic control plans (TCP), in accordance with M.U.T.C.D. no traffic control at a given location shall be paid for if no work is being performed and the location could be (or is) open to traffic. At the discretion of the District Traffic Engineer, the TCP shall be submitted on 11" x 17" sheets and/or computer generated. TCP will be submitted, and approved by the District Traffic Engineer at least five (5) working days before work is to commence.
- Urban Traffic Control-**(within corporate limits of urban areas as designated by District Engineer or designee) to include all signing and traffic channelization devices for adequate handling of traffic in

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accordance with M.U.T.C.D., including furnishing plans for same, per lane, per site typically including (but not limited to) sequential arrow display, delineation devices, advanced warning signs and barricades. **-Rural Traffic Control-**(areas not within designated corporate limits or as designated by District Engineer or the District Engineer's designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with M.U.T.C.D., including furnishing plans for same, per lane, per site typically including (but not limited to) sequential arrow display, delineation devices, advanced warning signs and barricades.

F. The Contractor shall be liable for satisfactory workmanship of all operations for a period of two (2) years after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, all at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or the District Engineer's designee. Defects attributed to faulty material will be resolved by the Contractor, supplier and/or manufacturer. If warranties are called for in the specifications or given by manufacturer in excess of two (2) years, all defects shall be corrected as stated previously for the warranty period.

G. Comply with all local, state and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other actions necessary to protect the life and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

H. 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., 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 parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or any other claim whatsoever pursuant to the provisions of this Price Agreement.

I. A potential Contractor or the Contractor agrees to comply with state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Materials:

Material shall meet the New Mexico State Highway & Transportation Department Interim Specifications for Road and Bridge Construction, Current Edition. All materials bid shall be on the current NMDOT approved products list. The Contractor shall be responsible for submitting current documentation with their bid showing the proposed product is on the current NMDOT approved products list.

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Specifications for Hot Applied Asphalt Patch Material: Product is to be hot applied, single component, pourable, aggregate filled, prepackaged, self-adhesive mastic repair material used for maintenance and repair of Asphalt Pavement. All products are to be composed of a polymer modified asphalt and 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.

GENERAL MATERIAL REQUIREMENTS FOR HOT APPLIED ASPHALT PATCH:

Material shall form a well-bonded, flexible, waterproof, durable, traffic resistant repair when properly applied. It shall be able to withstand vehicular traffic when it is cooled to solidify and not strip or ravel out.

It must be ready to use when mixed and heated in an appropriate melter until application temperature is reached, then poured into the prepared repair area.

Material shall consist of a polymer modified asphalt and aggregate that is prepackaged.

No field mixing of the binder and aggregate will be allowed.

Minimum application temperature shall be 380 degrees Fahrenheit but shall not exceed 405 degrees Fahrenheit.

Maximum heating temperature shall be 410 degrees Fahrenheit.

Property	Requirement		
Color	Black		
Cone Penetration @ 77° F	100 dmm max		
Cone Penetration @ 122° F	150 dmm max		
Flexibility @ low Temp.	Pass@ -20°F		
Property (Aggregate)			
Abrasion resistant (Supplier certified)			

The Contractor may upgrade by one grade in the Departments 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.

Base Repairs:

When using Hot Applied Asphalt Patch Material, the repairs should have a depth no larger than 6 inches. In the situation that the repairs are deeper than 6 inches, base material can be placed in the repairs to create a bottom. The bottom will bring the depth of the repair to less than 6 inches. The NMDOT will be required to determine where the Contractor will need to install using this process. This determination will be based on the size of the repairs requiring Hot Applied Asphalt Patch Material.

Approved Base Materials are:

1. Crushed Aggregate and/or Recycled Asphalt Pavement (RAP Material). Material provided by the Contractor must be supplied in a size suitable for use in this application and shall be free

of foreign materials that will create a barrier to adhesion.

(Material may be provided by the NMDOT at the discretion of the District Maintenance Engineer and availability to location.)

2. Heat Resistant, Open Cell Backer Rod. This material shall be available in 1" or 2" sizes as required to control sealant depth and create a backstop to allow proper sealant tooling and configuration.

Open cell polyurethane backer rod for hot and cold sealant applications is an ideal non-gassing backup material which is inserted into construction and pavement joints to:

- Control sealant and caulking depth
- Create a backstop to allow proper sealant tooling and configuration
- Allow proper sealant airing and yield a proper bond breaker
- Allow flexibility and compressibility for easy application in non-uniform joint sizes

Heat resistant, open cell polyurethane backer rod is an inert material and therefore compatible both physically and chemically with virtually all known hot pour and cold applied sealants including silicone and rubber asphalt.

Installation:

The joint depth must be in excess of six (6) inches to allow for the proper installation of the Backer Rod and the Hot or Cold Sealant or caulking material. Joint walls must be as smooth and even as possible and be free of any loose residues or foreign materials. Joints should also be dry and frost free. With a tool or by hand, insert backer rod into joint at a level recommended by the sealant manufacturer. In hot pour applications, it is generally recommended the depth of the joint be a 1:1 ratio in terms of backer rod to sealant.

Use of Base Material shall be approved by the District Engineer or his Designee.

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Item	Approx. Qty.	Unit	Article and Description	Price
001	<50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 1	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			over 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
002	>50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 1	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.70
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.70
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.70

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			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.70
			over 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.70
003	<50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 1 Fine	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20
			over 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.20

004	>50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 1 Fine	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45

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				AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			.51 to 1.0 tons/mile	
				AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			1.01 to 1.5 tons/mile	
				AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			1.51 to 2.0 tons/mile	
				AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			over 2.0 tons/mile	
				AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
005	<50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 2	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			over 2.0 tons/mile	AA)\$2.47

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				AB)\$5.85 AC)\$3.50 AD)\$4.10
006	>50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 2	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			over 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
007	<50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 2 Fine	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10

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				AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.51 to 2.0 tons/mile	
			over 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
008	>50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 2 Fine	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
			over 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.45
009	<50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 3	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10

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			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			over 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
010	>50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 3	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			over 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40

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011	<50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 3 Fine	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
			over 2.0 tons/mile	AA)\$2.47 AB)\$5.85 AC)\$3.50 AD)\$4.10
012	>50,000	Lbs.	Hot Applied Polymer Asphalt Patch (HAPAP) Type 3 Fine	
			0.1 to 0.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			.51 to 1.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			1.01 to 1.5 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40

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			1.51 to 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
			over 2.0 tons/mile	AA)\$2.47 AB)\$4.50 AC)\$3.50 AD)\$3.40
013	500	Ton	Placement of Base Material, Crushed Aggregate and/or RAP Material, Material & labor provided by the Contractor	AA)\$20.00 AB)\$25.00 AC)\$550.00 AD)\$425.00
014	500	C.Y.	Placement of Base Material, Crushed Aggregate and/or RAP Material, Labor only-Material provided by NMDOT	AA)\$20.00 AB)\$50.00 AC)\$500.00 AD)\$425.00
015	500	L.F.	Placement of Base Material, Heat Resistant Open Cell Backer Rod 1", Materials and Labor	AA)\$4.00 AB)\$6.00 AC)\$5.00 AD)\$5.00
016	500	L.F.	Placement of Base Material, Heat Resistant Open Cell Backer Rod 2", Materials and Labor	AA)\$4.00 AB)\$6.00 AC)\$5.00 AD)\$5.00
017	2,000	Mile	Mobilization-one way travel over 30 miles	AA)\$5.00 AB)\$2.00 AC)\$15.00 AD)\$8.50
018	600	Hour	Traffic Control in Urban areas	AA)\$300.00 AB)\$325.00

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				AC)\$200.00 AD)\$300.00
019	600	Hour	Traffic Control in Rural areas	AA)\$250.00 AB)\$275.00 AC)\$150.00 AD)\$250.00

*** 19 Items Total ***