

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

Price Agreement Amendment

Awarded Vendor:
4 Vendors

Email: _____
Telephone No.: _____

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
Same as "ship to" address

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

Number: **80-805-17-16668**

Amendment No.: **Three**

Term: **April 4, 2018 thru April 3, 2022**

Procurement Specialist: **Sandra Lujan**

SL

Telephone No.: **505-827-0242**

Email: **Sandrar.lujan@state.nm.us**

Title: Cold Milling Pavement Surfaces and Milling of Rumble Strips

This 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 April 4, 2021 to April 3, 2022 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

Valerie Paulk

Date: 2/5/2021

Mark Hayden, New Mexico State Purchasing Agent

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



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

Price Agreement Amendment

Awarded Vendor

4 Vendors

Email:

Telephone No. _____

Price Agreement Number: **80-805-17-16668**

Price Agreement Amendment No.: **Two**

Term: **April 4, 2018 – April 3, 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) 570-7940

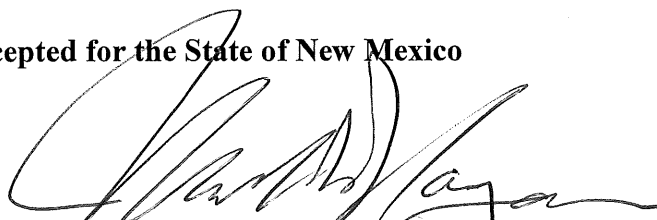
Title: Cold Milling Pavement Surfaces and Milling of Rumble Strips

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 April 4, 2020 to April 3, 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: 2/26/2020



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

Price Agreement Amendment

Awarded Vendor
4 Vendors

Telephone No.

Price Agreement Number: **80-805-17-16668**

Price Agreement Amendment No.: **One**

Term: **April 4, 2018 – April 3, 2020**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Raelynn Lujan** *PL*

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

Invoice:
New Mexico Department of Transportation
Various Locations

Email: **raelynn.lujan@state.nm.us**

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


Title: Cold Milling Pavement Surfaces and Milling of Rumble Strips

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 April 4, 2019 to April 3, 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: 1/29/2019



State of New Mexico General Services Department

Price Agreement

Awarded Vendor

4 Vendors Awarded (See Page 6)

Telephone No. ()

Price Agreement Number: **80-805-17-16668**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Ship To:

NM Department of Transportation
Various Locations

Procurement Specialist: **Mark Lujan**

Telephone No.: **(505) 827-0564**

Invoice:

NM Department of Transportation
Various Locations (See Page 16)

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

Title: Cold Milling Pavement Surfaces and Milling of Rumble Strips

Term: April 4, 2018 - April 3, 2019

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: 04/04/2018

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Purchasing Division
Price Agreement #: 80-805-17-16668

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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, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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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 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

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

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

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

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance 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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Awarded Vendors:

(AA) 0000047738
Albuquerque Asphalt, Inc.
PO Box 66450
Albuquerque, NM 87193-6450
505-831-7311

(AB) 0000018177
Dustrol Inc.
3505 Lee Blvd. Bldg. C
El Paso, TX 79936
915-849-8773

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

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

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Establish a price agreement for Cold Milling Pavement Surfaces and Milling of Rumble Strips for the New Mexico Department of Transportation (NMDOT). This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this contract shall meet the specifications as set forth in this Price Agreement, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 827-5159.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Contractors shall obtain prequalified status with the NMDOT as a condition to submitting a bid.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item(s) to be awarded.

Terms of Price Agreement:

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

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond, payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another Contractor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Contractor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by users.

Bidding Information:

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

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The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this Price Agreement include an amount sufficient to cover such costs. Bid item cost shall be rounded to the nearest cent.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this Price Agreement.

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

Bid Review:

The NMDOT shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the Price Agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:

Method of award shall be to multiple vendors for each district. Items shall be awarded to multiple vendors per district as follows:

Items 001 to 016 – District One
Items 017 to 032 – District Two
Items 033 to 048 – District Three
Items 049 to 064 – District Four
Items 065 to 080 – District Five
Items 081 to 096 – District Six

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

This Price Agreement may be awarded to one (1) or more vendors, but not to exceed three (3) vendors per district.

Utilization of Contractors:

The following procedure for the utilization of Contractors shall be used on multiple award price agreements.

1. The selection of a Contractor from a multiple award Price Agreement to complete a project shall be based on the purchase order utilizing pricing contained within this Price Agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.

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3. The Contractor selected to perform the work on the project shall be the Contractor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Contractor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Contractor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

Public Works minimum Wage Act:

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

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at: <http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this Price Agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the Price Agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this Price Agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

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Insurance Requirements:

The Contractor shall procure and maintain at the Contractor's expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Price Agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
 - b. In the event that the use of explosives is a required part of the Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 - c. In the event that a form of work next to an existing building or structure is a required part of Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

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Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) **Worker's compensation insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said Price Agreement.

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

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NNMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this Price Agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this Price Agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the NMDOT form and types of Bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject Price Agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

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Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any Price Agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

SPECIFICATIONS FOR COLD MILLING PAVEMENT SURFACES AND MILLING OF RUMBLE STRIPS:

**Specifications for
Cold Milling of Asphalt and Portland Cement Concrete Pavement Surfaces:**

- A. General:** All applicable specifications as set forth in Section 104, 105, and 414 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications (current editions) shall be an integral part of this Price Agreement.
- B. Descriptions:** This work shall consist of cold milling pavement surface(s) to the depth and width established by the District Engineer or their designee and removing, hauling, and disposing of cold milled materials, as established by the District Engineer or their designee. This work will consist of removing material from existing pavement surface(s) for:
- Texturing of roadway surface to improve profile and/or skid resistance.
 - Removing of material in preparation for an overlay.
- C. Milling Equipment:** The equipment shall be a power operated planning or grinding machine capable of removing, in one pass a layer of hot mix asphalt or Portland cement concrete pavement material to a depth of up to two inches (2"), capable of working in a single lane, and nominal widths of four (4), nine (9) or twelve (12) feet. The equipment shall be capable of accurately establishing profile grades within plus or minus one-quarter inch (1/4") tolerance by reference from either the existing pavement, curb, or from independent grade control and shall have a positive means for controlling cross-slope elevation. The cutting area of the equipment shall be enclosed and must have an effective means of dust control.
- D. Operations:** The existing pavement surface shall be cold milled to the depth, width and grade established by the District Engineer or their designee. Adjustments to the established depth shall be made in increments of one-quarter inch (1/4") Adjustments shall be at the direction of the District Engineer or their designee. Excessive grooving, gouging and ridges by cold milling will not be permitted. Excessive grooving gouging and ridges shall be defined as a variation

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in the milled surface in excess of half an inch ($\frac{1}{2}$ ") from the high point to the low point across the width of the surface milled by each pass of the milling machine.

No storage of equipment will be allowed with the highway right-of-way unless approved by the District Engineer or their designee. If such approval is granted, the equipment shall be stored at least thirty (30) feet from the edge of the roadway to allow for a safe recovery area.

- E. Hauling of Milled Material:** The cold milled pavement material shall be removed immediately and stockpiled or disposed of as specified by the District Engineer or their designee. The Contractor shall use suitable hauling equipment to haul the milled materials. The District Engineer or their designee shall determine the stockpile/disposal site. The maximum free haul shall be five (5) miles in one direction.
- F. Construction Requirements-Correcting Profile and Texturing:** The entire surface of the existing pavement shall be removed to the minimum depth required to provide the desired texture uniformly across the entire pavement surface. The surface shall be textured to within one (1) foot of the face of curbs or as directed by the District Engineer or their designee, and to within six inches (6") of drain castings and utility covers should the gutter exceed one (1) foot in width. All the work to be done according to all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions). Milling operations shall also be performed in accordance with the Department's pavement drop-off guideline.
- G. Traffic Control-Urban & Rural:** The Contractor will supply all temporary signing, cones, barrels, barricades, and any other traffic control devices as approved by the District Engineer or their designee. The Contractor shall prepare and submit a written traffic control plan (TCP) two weeks prior to operations, and in accordance with the recommendations in Part VI of the Manual on Uniform Traffic Control Devices, current edition. The TCP plan shall be reviewed and approved by the traffic engineer.
- The sequential flashing arrow unit shall be used for each lane closed. At least one lane shall be kept open to traffic with adequate flagging when working on a two-lane road. All signs shall have portable stands and all traffic lanes shall be reopened to traffic during non-working hours.
- H. Pavement Marking:** The Contractor shall provide and install temporary reflectorized pavement markings or tabs at locations determined by the District Engineer or their designee. Temporary reflectorized pavement markings may be either reflectorized tape, paint with reflectorized beads, or reflectorized tabs. The Contractor shall properly maintain all reflectorized pavement markings for a minimum period of two weeks after placement. The District Engineer or their designee will have the option to decide which tape of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operation and shall be applied to a clean and dry surface.

Method of Measurement and Payment: Cold milling will be measured and paid to the nearest one-quarter inch ($\frac{1}{4}$ ") by square yard-inch.

**Specifications for
Milling of Rumble Strips on Asphalt Pavements:**

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- A. General:** All applicable specifications as set forth in Section 104, 105, and 631 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications (current editions) shall be an integral part of this Price Agreement.
- B. Description:** This work shall consist of the installation of milled rumble strips into hot mix asphalt (HMA) pavement shoulder in accordance with these specifications and at locations designated by the District Engineer or their designee.
- C. Milling Method:** The Contractor shall mill the indented rumble strips as designated by the District Engineer or their designee into the asphalt pavement shoulders. The device used for milling shall be capable of producing indentations as follows:

Rumble strips shall be offset four inches (4") from the edge of the Open Graded Fiction Course (OGFC) or twelve inches (12") from the edge of shoulder stripe. The longitudinal dimensions of the milled indentation shall be seven inches (7") plus or minus one (1) and the transverse dimension of the milled indentation shall be a minimum of sixteen inches (16"). Spacing between milled indentions shall be four inches (4") plus or minus one inch (1").

- D. Alignment Control:** Each miller shall be equipped with an acceptable guide that extends in front of the miller and is clearly visible to the operator in order that proper alignment of the completed milled rumble strip is obtained.
- E. General Construction Requirements:** The milled rumble strips shall be clearly incised grooves of the dimensions and pattern designated. The rumble strip milled indentions shall only be placed where called for by the District Engineer or their designee.
- F. Placement Requirements:** Milled rumble strips shall be formed in one (1) pass of the milling device.
- G. Method of Measurement:** Milled rumble strips shall be measured longitudinally by the linear foot. Milled rumble strips will be measured longitudinally, parallel to the traveled way, for each side of the roadway where strips are placed. The rumble strip measurement shall begin at the transverse center of the first milled indentation and proceed along the centerline of the milled rumble strip pattern to the center of the final milled indentation in the pattern. Breaks in the milled rumble strip pattern exits, principal intersections, and other interruptions in normal shoulder width will not be included in the measurement for payment.
- H. Basis of Payment:** Milled rumble strips will be paid for at the Contract unit price per linear foot.
- I. Work Included in Payment:** Modifications of equipment, repair of incorrectly placed rumble strips, and repair of damaged pavement will be considered as included in the payment for the main items and will not be measured or paid separately:

Payments will be made under the following:

Pay Item	Unit
Cold Milled Asphalt Surface	S.Y.-Inch
Cold Milled Concrete Surface	S.Y.-Inch
Indented Rumble Strips	Linear Foot
Traffic Control - Urban	Hour
Traffic Control - Rural	Hour
Sequential Arrow Board	Hour
Haul (no Payment for Hauls Less Than 5 Miles)	Yard Mile
Re-Establish Centerline Striping with Reflectorized Tape	Linear Foot
Re-Establish Centerline Striping with	

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Reflectorized Paint	Linear Foot
Indented Rumble Strips	Linear Foot
Re-Establish Centerline Striping with Reflectorized Tabs	Each

Definition of Yard Mile: In the case that the milled material is hauled to a disposal site located more than five (5) miles from the work area; the hauled material will be paid for at the unit price submitted for this item. The District Engineer or their designee shall compute in place the cubic yards of material to be milled per one-quarter (1/4) inch increments. The quantity multiplied by the haul distance (less free haul of five (5) miles) shall be used to pay this item.

Traffic Control:

The Contractor shall abide with the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three (3) weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the 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 New Mexico Department of Transportation's Secretary or his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

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Invoice To:

NM Department of Transportation
General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
P.O. Box 231
Deming, NM88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation
District Three
P.O. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
P.O. Box 10
District Four
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159

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. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

An approved escalation will be evaluated on an ongoing basis the NMDOT and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT Purchasing and Procurement Division.

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Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station

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

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	8,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District One	<u>(AB) \$ 2.50</u> <u>(AC) \$ 2.70</u> <u>(AD) \$ 2.30</u>
002	25,000	Sy-In	>10,000 to 30,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District One	<u>(AB) \$ 1.85</u> <u>(AC) \$ 1.85</u> <u>(AD) \$ 1.75</u>
003	50,000	Sy-In	>30,000 to 60,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District One	<u>(AB) \$ 1.05</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 1.00</u>
004	100,000	Sy-In	>60,000 S.Y.-Inch Range Cold Milling Asphalt Surfaces for District One	<u>(AB) \$ 0.75</u> <u>(AC) \$ 0.75</u> <u>(AD) \$ 0.85</u>
005	5,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Concrete Surface for District One	<u>(AB) \$ 8.25</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 10.00</u>
006	10,000	L.F.	Milled Rumble Strips for District One	<u>(AB) \$ 0.75</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 1.00</u>
007	200	Mile	Mobilization - District One. No payment for moves less than 25 miles from Contractor's last work location or his base station in New Mexico, whichever is closer. The District Engineer or their designee shall verify the mileage.	<u>(AB) \$ 40.00</u> <u>(AC) \$ 25.00</u> <u>(AD) \$ 50.00</u>
008	1000	Yd-Mi	Hauling of Milled Material - District One. No payment for hauls of less than 5 miles. Quantity measurement of item will be made by the District Engineer or their designee.	<u>(AB) \$ 1.18</u> <u>(AC) \$ 1.25</u> <u>(AD) \$ 0.95</u>
009	10,000	Ea.	Re-establish Centerline Stripe - with reflective tabs in District One	<u>(AB) \$ 1.55</u> <u>(AC) \$ 1.80</u> <u>(AD) \$ 1.60</u>
010	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 4 ft. reflective tape stripe with a 36 ft. gap between stripes as directed by the Engineer or their designee in District One	<u>(AB) \$ 1.18</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 1.50</u>
011	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 10 ft. reflectorized paint stripe with a 30 ft. gap between stripes as directed by the Engineer or his designee in District One	<u>(AB) \$ 1.23</u> <u>(AC) \$ 1.50</u> <u>(AD) \$ 1.25</u>
012	1000	Hr.	Traffic Control Urban - District One. To include all signing and traffic channelization devices for adequate handling of traffic. Urban traffic control to be defined as requiring sign spacing to be 350' or less.	<u>(AB) \$ 157.50</u> <u>(AC) \$ 175.00</u> <u>(AD) \$ 125.00</u>

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013	1000	Hr.	Traffic Control Rural - District One. To include all signing and traffic channelization devices for adequate handling of traffic. Rural traffic control to be defined as requiring sign spacing to be greater than 350'.	<u>(AB) \$ 157.50</u> <u>(AC) \$ 175.00</u> <u>(AD) \$ 150.00</u>
014	1000	Hr.	Sequential Flashing Arrow- One arrow requested per lane closure, or as required by the District Engineer or their designee in District One.	<u>(AB) \$ 35.00</u> <u>(AC) \$ 35.00</u> <u>(AD) \$ 35.00</u>
015	5	Day	Daily Penalty - District One. To be assessed when the Contractor is restricted to four-hours or less of cold milling operations, on a scheduled work day, through no fault of their own. The District Engineer or their designee will decide if weather conditions are such as to prevent scheduled work; thus this item will be void. The amount quoted for this item shall also be the penalty assessed by District One when the Contractor is unable to perform for a minimum of four hours on a scheduled work day through no fault of the District. The District Engineer or their designee will decide if weather conditions are such to prevent scheduled work; thus this item will be void.	<u>(AB) \$ 950.00</u> <u>(AC) \$ 800.00</u> <u>(AD) \$ 1000.00</u>
016	200	Mile	Mobilization of Rumble Strip Milling Machine - District One. No payment for moves of less than 25 miles. Payment will be made (one-way) from Contractor's last work site or base station in New Mexico, whichever is less. The District Engineer or their designee will verify the mileage.	<u>(AB) \$ 28.00</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 25.00</u>
017	8,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Two	<u>(AA) \$ 2.04</u> <u>(AB) \$ 2.50</u> <u>(AD) \$ 2.30</u>
018	25,000	Sy-In	>10,000 to 30,000 S.Y.- Inch Range Cold Milling Asphalt Surface for District Two	<u>(AA) \$ 1.49</u> <u>(AB) \$ 1.85</u> <u>(AD) \$ 1.75</u>
019	50,000	Sy-In	>30,000 to 60,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Two	<u>(AA) \$ 0.76</u> <u>(AB) \$ 1.05</u> <u>(AD) \$ 1.00</u>
020	100,000	Sy-In	>60,000 S.Y.-Inch Range Cold Milling Asphalt Surfaces for District Two	<u>(AA) \$ 0.57</u> <u>(AB) \$ 0.75</u> <u>(AD) \$ 0.85</u>
021	5,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Concrete Surface for District Two	<u>(AA) \$ 8.99</u> <u>(AB) \$ 8.25</u> <u>(AD) \$ 10.00</u>
022	10,000	L.F.	Milled Rumble Strips for District Two	<u>(AA) \$ 0.84</u> <u>(AB) \$ 0.75</u> <u>(AD) \$ 1.00</u>

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023	200	Mile	Mobilization - District Two. No payment for moves less than 25 miles from Contractor's last work location or his base station in New Mexico, whichever is closer. The District Engineer or their designee shall verify the mileage.	<u>(AA) \$ 42.82</u> <u>(AB) \$ 40.00</u> <u>(AD) \$ 50.00</u>
024	1000	Yd-Mi	Hauling of Milled Material - District Two. No payment for hauls of less than 5 miles. Quantity measurement of item will be made by the District Engineer or their designee.	<u>(AA) \$ 0.85</u> <u>(AB) \$ 1.18</u> <u>(AD) \$ 0.95</u>
025	10,000	Ea.	Re-establish Centerline Stripe - with reflective tabs in District Two	<u>(AA) \$ 1.28</u> <u>(AB) \$ 1.55</u> <u>(AD) \$ 1.60</u>
026	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 4 ft. reflective tape stripe with a 36 ft. gap between stripes as directed by the Engineer or their designee in District Two	<u>(AA) \$ 1.37</u> <u>(AB) \$ 1.18</u> <u>(AD) \$ 1.50</u>
027	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 10 ft. reflectorized paint stripe with a 30 ft. gap between stripes as directed by the Engineer or his designee in District Two	<u>(AA) \$ 0.58</u> <u>(AB) \$ 1.23</u> <u>(AD) \$ 1.25</u>
028	1000	Hr.	Traffic Control Urban - District Two. To include all signing and traffic channelization devices for adequate handling of traffic. Urban traffic control to be defined as requiring sign spacing to be 350' or less.	<u>(AA) \$ 205.98</u> <u>(AB) \$ 157.50</u> <u>(AD) \$ 125.00</u>
029	1000	Hr.	Traffic Control Rural - District Two. To include all signing and traffic channelization devices for adequate handling of traffic. Rural traffic control to be defined as requiring sign spacing to be greater than 350'.	<u>(AA) \$ 190.13</u> <u>(AB) \$ 157.50</u> <u>(AD) \$ 150.00</u>
030	1000	Hr.	Sequential Flashing Arrow- One arrow requested per lane closure, or as required by the District Engineer or their designee in District Two.	<u>(AA) \$ 5.28</u> <u>(AB) \$ 15.00</u> <u>(AD) \$ 20.00</u>
031	5	Day	Daily Penalty - District Two. To be assessed when the Contractor is restricted to four-hours or less of cold milling operations, on a scheduled work day, through no fault of their own. The District Engineer or their designee will decide if weather conditions are such as to prevent scheduled work; thus this item will be void. The amount quoted for this item shall also be the penalty assessed by District Two when the Contractor is unable to perform for a minimum of four hours on a scheduled work day through no fault of the District. The District Engineer or their designee will decide if weather conditions are such to prevent scheduled work; thus this item will be void.	<u>(AA) \$ 912.03</u> <u>(AB) \$ 950.00</u> <u>(AD) \$ 1000.00</u>

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032	200	Mile	Mobilization of Rumble Strip Milling Machine - District Two. No payment for moves of less than 25 miles. Payment will be made (one-way) from Contractor's last work site or base station in New Mexico, whichever is less. The District Engineer or their designee will verify the mileage.	<u>(AA) \$ 28.80</u> <u>(AB) \$ 28.00</u> <u>(AD) \$ 25.00</u>
033	8,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Three	<u>(AA) \$ 1.62</u> <u>(AC) \$ 2.80</u> <u>(AD) \$ 2.55</u>
034	25,000	Sy-In	>10,000 to 30,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Three	<u>(AA) \$ 1.19</u> <u>(AC) \$ 1.85</u> <u>(AD) \$ 1.70</u>
035	50,000	Sy-In	>30,000 to 60,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Three	<u>(AA) \$ 0.61</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 0.90</u>
036	100,000	Sy-In	>60,000 S.Y.-Inch Range Cold Milling Asphalt Surfaces for District Three	<u>(AA) \$ 0.47</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 0.65</u>
037	5,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Concrete Surface for District Three	<u>(AA) \$ 6.51</u> <u>(AC) \$ 9.50</u> <u>(AD) \$ 10.00</u>
038	10,000	L.F.	Milled Rumble Strips for District Three	<u>(AA) \$ 0.74</u> <u>(AC) \$ 0.85</u> <u>(AD) \$ 1.00</u>
039	200	Mile	Mobilization - District Three. No payment for moves less than 25 miles from Contractor's last work location or his base station in New Mexico, whichever is closer. The District Engineer or their designee shall verify the mileage.	<u>(AA) \$ 32.78</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 50.00</u>
040	1000	Yd-Mi	Hauling of Milled Material - District Three. No payment for hauls of less than 5 miles. Quantity measurement of item will be made by the District Engineer or their designee.	<u>(AA) \$ 0.85</u> <u>(AC) \$ 1.25</u> <u>(AD) \$ 0.95</u>
041	10,000	Ea.	Re-establish Centerline Stripe - with reflective tabs in District Three	<u>(AA) \$ 1.13</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 1.60</u>
042	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 4 ft. reflective tape stripe with a 36 ft. gap between stripes as directed by the Engineer or their designee in District Three	<u>(AA) \$ 1.27</u> <u>(AC) \$ 1.35</u> <u>(AD) \$ 1.50</u>
043	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 10 ft. reflectorized paint stripe with a 30 ft. gap between stripes as directed by the Engineer or his designee in District Three	<u>(AA) \$ 0.48</u> <u>(AC) \$ 1.50</u> <u>(AD) \$ 1.25</u>
044	1000	Hr.	Traffic Control Urban - District Three. To include all signing and traffic channelization devices for adequate handling of traffic. Urban traffic control to be defined as requiring sign spacing to be 350' or less.	<u>(AA) \$ 205.98</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 125.00</u>

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045	1000	Hr.	Traffic Control Rural - District Three. To include all signing and traffic channelization devices for adequate handling of traffic. Rural traffic control to be defined as requiring sign spacing to be greater than 350'.	<u>(AA) \$ 190.13</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 150.00</u>
046	1000	Hr.	Sequential Flashing Arrow- One arrow requested per lane closure, or as required by the District Engineer or their designee in District Three.	<u>(AA) \$ 5.28</u> <u>(AC) \$ 23.00</u> <u>(AD) \$ 20.00</u>
047	5	Day	Daily Penalty - District Three. To be assessed when the Contractor is restricted to four-hours or less of cold milling operations, on a scheduled work day, through no fault of their own. The District Engineer or their designee will decide if weather conditions are such as to prevent scheduled work; thus this item will be void. The amount quoted for this item shall also be the penalty assessed by District Three when the Contractor is unable to perform for a minimum of four hours on a scheduled work day through no fault of the District. The District Engineer or their designee will decide if weather conditions are such to prevent scheduled work; thus this item will be void.	<u>(AA) \$ 660.97</u> <u>(AC) \$ 800.00</u> <u>(AD) \$ 1000.00</u>
048	200	Mile	Mobilization of Rumble Strip Milling Machine - District Three. No payment for moves of less than 25 miles. Payment will be made (one-way) from Contractor's last work site or base station in New Mexico, whichever is less. The District Engineer or their designee will verify the mileage.	<u>(AA) \$ 23.78</u> <u>(AC) \$ 18.00</u> <u>(AD) \$ 25.00</u>
049	8,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Four	<u>(AA) \$ 2.04</u> <u>(AC) \$ 2.75</u> <u>(AD) \$ 2.30</u>
050	25,000	Sy-In	>10,000 to 30,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Four	<u>(AA) \$ 1.49</u> <u>(AC) \$ 1.95</u> <u>(AD) \$ 1.70</u>
051	50,000	Sy-In	>30,000 to 60,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Four	<u>(AA) \$ 0.76</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 0.90</u>
052	100,000	Sy-In	>60,000 S.Y.-Inch Range Cold Milling Asphalt Surfaces for District Four	<u>(AA) \$ 0.57</u> <u>(AC) \$ 0.77</u> <u>(AD) \$ 0.75</u>
053	5,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Concrete Surface for District Four	<u>(AA) \$ 8.99</u> <u>(AC) \$ 10.25</u> <u>(AD) \$ 10.00</u>
054	10,000	L.F.	Milled Rumble Strips for District Four	<u>(AA) \$ 0.84</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 1.00</u>

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055	200	Mile	Mobilization - District Four. No payment for moves less than 25 miles from Contractor's last work location or his base station in New Mexico, whichever is closer. The District Engineer or their designee shall verify the mileage.	<u>(AA) \$ 42.82</u> <u>(AC) \$ 25.00</u> <u>(AD) \$ 50.00</u>
056	1000	Yd-Mi	Hauling of Milled Material - District Four. No payment for hauls of less than 5 miles. Quantity measurement of item will be made by the District Engineer or their designee.	<u>(AA) \$ 0.85</u> <u>(AC) \$ 1.20</u> <u>(AD) \$ 0.95</u>
057	10,000	Ea.	Re-establish Centerline Stripe - with reflective tabs in District Four	<u>(AA) \$ 1.28</u> <u>(AC) \$ 2.00</u> <u>(AD) \$ 1.60</u>
058	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 4 ft. reflective tape stripe with a 36 ft. gap between stripes as directed by the Engineer or their designee in District Four	<u>(AA) \$ 1.37</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 1.50</u>
059	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 10 ft. reflectorized paint stripe with a 30 ft. gap between stripes as directed by the Engineer or his designee in District Four	<u>(AA) \$ 0.58</u> <u>(AC) \$ 1.50</u> <u>(AD) \$ 1.25</u>
060	1000	Hr.	Traffic Control Urban - District Four. To include all signing and traffic channelization devices for adequate handling of traffic. Urban traffic control to be defined as requiring sign spacing to be 350' or less.	<u>(AA) \$ 205.98</u> <u>(AC) \$ 170.00</u> <u>(AD) \$ 125.00</u>
061	1000	Hr.	Traffic Control Rural - District Four. To include all signing and traffic channelization devices for adequate handling of traffic. Rural traffic control to be defined as requiring sign spacing to be greater than 350'.	<u>(AA) \$ 190.13</u> <u>(AC) \$ 170.00</u> <u>(AD) \$ 125.00</u>
062	1000	Hr.	Sequential Flashing Arrow- One arrow requested per lane closure, or as required by the District Engineer or their designee in District Four.	<u>(AA) \$ 5.28</u> <u>(AC) \$ 24.00</u> <u>(AD) \$ 20.00</u>
063	5	Day	Daily Penalty - District Four. To be assessed when the Contractor is restricted to four-hours or less of cold milling operations, on a scheduled work day, through no fault of their own. The District Engineer or their designee will decide if weather conditions are such as to prevent scheduled work; thus this item will be void. The amount quoted for this item shall also be the penalty assessed by District Four when the Contractor is unable to perform for a minimum of four hours on a scheduled work day through no fault of the District. The District Engineer or their designee will decide if weather conditions are such to prevent scheduled work; thus this item will be void.	<u>(AA) \$ 912.03</u> <u>(AC) \$ 800.00</u> <u>(AD) \$ 1000.00</u>

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064	200	Mile	Mobilization of Rumble Strip Milling Machine - District Four. No payment for moves of less than 25 miles. Payment will be made (one-way) from Contractor's last work site or base station in New Mexico, whichever is less. The District Engineer or their designee will verify the mileage.	<u>(AA) \$ 28.80</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 25.00</u>
065	8,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Five	<u>(AA) \$ 2.04</u> <u>(AC) \$ 2.70</u> <u>(AD) \$ 2.25</u>
066	25,000	Sy-In	>10,000 to 30,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Five	<u>(AA) \$ 1.49</u> <u>(AC) \$ 1.95</u> <u>(AD) \$ 1.70</u>
067	50,000	Sy-In	>30,000 to 60,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Five	<u>(AA) \$ 0.76</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 0.85</u>
068	100,000	Sy-In	>60,000 S.Y.-Inch Range Cold Milling Asphalt Surfaces for District Five	<u>(AA) \$ 0.57</u> <u>(AC) \$ 0.75</u> <u>(AD) \$ 0.75</u>
069	5,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Concrete Surface for District Five	<u>(AA) \$ 8.99</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 10.00</u>
070	10,000	L.F.	Milled Rumble Strips for District Five	<u>(AA) \$ 0.84</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 1.00</u>
071	200	Mile	Mobilization - District Five. No payment for moves less than 25 miles from Contractor's last work location or his base station in New Mexico, whichever is closer. The District Engineer or their designee shall verify the mileage.	<u>(AA) \$ 42.82</u> <u>(AC) \$ 25.00</u> <u>(AD) \$ 50.00</u>
072	1000	Yd-Mi	Hauling of Milled Material - District Five. No payment for hauls of less than 5 miles. Quantity measurement of item will be made by the District Engineer or their designee.	<u>(AA) \$ 0.85</u> <u>(AC) \$ 1.50</u> <u>(AD) \$ 0.95</u>
073	10,000	Ea.	Re-establish Centerline Stripe - with reflective tabs in District Five	<u>(AA) \$ 1.28</u> <u>(AC) \$ 2.00</u> <u>(AD) \$ 1.60</u>
074	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 4 ft. reflective tape stripe with a 36 ft. gap between stripes as directed by the Engineer or their designee in District Five	<u>(AA) \$ 1.37</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 1.50</u>
075	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 10 ft. reflectorized paint stripe with a 30 ft. gap between stripes as directed by the Engineer or his designee in District Five	<u>(AA) \$ 0.58</u> <u>(AC) \$ 1.50</u> <u>(AD) \$ 1.25</u>
076	1000	Hr.	Traffic Control Urban - District Five. To include all signing and traffic channelization devices for adequate handling of traffic. Urban traffic control to be defined as requiring sign spacing to be 350' or less.	<u>(AA) \$ 205.98</u> <u>(AC) \$ 175.00</u> <u>(AD) \$ 125.00</u>

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077	1000	Hr.	Traffic Control Rural - District Five. To include all signing and traffic channelization devices for adequate handling of traffic. Rural traffic control to be defined as requiring sign spacing to be greater than 350'.	<u>(AA) \$ 190.13</u> <u>(AC) \$ 175.00</u> <u>(AD) \$ 150.00</u>
078	1000	Hr.	Sequential Flashing Arrow- One arrow requested per lane closure, or as required by the District Engineer or their designee in District Five.	<u>(AA) \$ 5.28</u> <u>(AC) \$ 24.00</u> <u>(AD) \$ 20.00</u>
079	5	Day	Daily Penalty - District Five. To be assessed when the Contractor is restricted to four-hours or less of cold milling operations, on a scheduled work day, through no fault of their own. The District Engineer or their designee will decide if weather conditions are such as to prevent scheduled work; thus this item will be void. The amount quoted for this item shall also be the penalty assessed by District Five when the Contractor is unable to perform for a minimum of four hours on a scheduled work day through no fault of the District. The District Engineer or their designee will decide if weather conditions are such to prevent scheduled work; thus this item will be void.	<u>(AA) \$ 912.03</u> <u>(AC) \$ 800.0</u> <u>(AD) \$ 1000.00</u>
080	200	Mile	Mobilization of Rumble Strip Milling Machine - District Five. No payment for moves of less than 25 miles. Payment will be made (one-way) from Contractor's last work site or base station in New Mexico, whichever is less. The District Engineer or their designee will verify the mileage.	<u>(AA) \$ 28.80</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 25.00</u>
081	8,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Six	<u>(AA) \$ 2.04</u> <u>(AC) \$ 2.70</u> <u>(AD) \$ 2.30</u>
082	25,000	Sy-In	>10,000 to 30,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Six	<u>(AA) \$ 1.49</u> <u>(AC) \$ 1.95</u> <u>(AD) \$ 1.75</u>
083	50,000	Sy-In	>30,000 to 60,000 S.Y.-Inch Range Cold Milling Asphalt Surface for District Six	<u>(AA) \$ 0.76</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 1.00</u>
084	100,000	Sy-In	>60,000 S.Y.-Inch Range Cold Milling Asphalt Surfaces for District Six	<u>(AA) \$ 0.57</u> <u>(AC) \$ 0.75</u> <u>(AD) \$ 0.85</u>
085	5,000	Sy-In	0 to 10,000 S.Y.-Inch Range Cold Milling Concrete Surface for District Six	<u>(AA) \$ 8.99</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 10.00</u>
086	10,000	L.F.	Milled Rumble Strips for District Six	<u>(AA) \$ 0.84</u> <u>(AC) \$ 1.00</u> <u>(AD) \$ 1.00</u>

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087	200	Mile	Mobilization - District Six. No payment for moves less than 25 miles from Contractor's last work location or his base station in New Mexico, whichever is closer. The District Engineer or their designee shall verify the mileage.	<u>(AA) \$ 42.82</u> <u>(AC) \$ 30.00</u> <u>(AD) \$ 50.00</u>
088	1000	Yd-Mi	Hauling of Milled Material - District Six. No payment for hauls of less than 5 miles. Quantity measurement of item will be made by the District Engineer or their designee.	<u>(AA) \$ 0.85</u> <u>(AC) \$ 1.25</u> <u>(AD) \$ 0.95</u>
089	10,000	Ea.	Re-establish Centerline Stripe - with reflective tabs in District Six	<u>(AA) \$ 1.28</u> <u>(AC) \$ 2.00</u> <u>(AD) \$ 1.60</u>
090	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 4 ft. reflective tape stripe with a 36 ft. gap between stripes as directed by the Engineer or their designee in District Six	<u>(AA) \$ 1.37</u> <u>(AC) \$ 1.75</u> <u>(AD) \$ 1.50</u>
091	10,000	L.F.	Re-establish Centerline Stripe - with a 4 in. X 10 ft. reflectorized paint stripe with a 30 ft. gap between stripes as directed by the Engineer or his designee in District Six	<u>(AA) \$ 0.58</u> <u>(AC) \$ 1.50</u> <u>(AD) \$ 1.25</u>
092	1000	Hr.	Traffic Control Urban - District Six. To include all signing and traffic channelization devices for adequate handling of traffic. Urban traffic control to be defined as requiring sign spacing to be 350' or less.	<u>(AA) \$ 205.98</u> <u>(AC) \$ 175.00</u> <u>(AD) \$ 125.00</u>
093	1000	Hr.	Traffic Control Rural - District Six. To include all signing and traffic channelization devices for adequate handling of traffic. Rural traffic control to be defined as requiring sign spacing to be greater than 350'.	<u>(AA) \$ 190.13</u> <u>(AC) \$ 175.00</u> <u>(AD) \$ 150.00</u>
094	1000	Hr.	Sequential Flashing Arrow- One arrow requested per lane closure, or as required by the District Engineer or their designee in District Six.	<u>(AA) \$ 5.28</u> <u>(AC) \$ 24.00</u> <u>(AD) \$ 20.00</u>
095	5	Day	Daily Penalty - District Six. To be assessed when the Contractor is restricted to four-hours or less of cold milling operations, on a scheduled work day, through no fault of their own. The District Engineer or their designee will decide if weather conditions are such as to prevent scheduled work; thus this item will be void. The amount quoted for this item shall also be the penalty assessed by District Six when the Contractor is unable to perform for a minimum of four hours on a scheduled work day through no fault of the District. The District Engineer or their designee will decide if weather conditions are such to prevent scheduled work; thus this item will be void.	<u>(AA) \$ 912.03</u> <u>(AC) \$ 800.00</u> <u>(AD) \$ 1000.00</u>

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096	200	Mile	Mobilization of Rumble Strip Milling Machine - District Six. No payment for moves of less than 25 miles. Payment will be made (one-way) from Contractor's last work site or base station in New Mexico, whichever is less. The District Engineer or their designee will verify the mileage.	<u>(AA) \$ 28.80</u> <u>(AC) \$ 10.00</u> <u>(AD) \$ 25.00</u>
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96 Items Awarded

