



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

Price Agreement Amendment

Awarded Vendor:
4 Vendors

Number: **82-805-18-16683**

Amendment No.: **Two**

Term: **December 17, 2018 – December 16, 2021**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Sandra Lujan**

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

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

Invoice:
New Mexico Department of Transportation
1350 Alta Vista
Santa Fe, NM 87501

For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: Herbicide and Associated Products

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 December 17, 2020 to December 16, 2021 at the same price, terms and conditions. Vendor (AA) Nutrien AG Solutions email has been changed to John.English@Nutrien.com.

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
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/9/2020

× 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 Awarded Vendors

Telephone No.: _____

Price Agreement Number: 82-805-18-16683

Price Agreement Amendment No.: One

Term: December 17, 2018 thru December 16, 2020

Ship To:
NMDOT
Various Locations

Invoice:
NMDOT
1350 Alta Vista
Santa Fe, NM 87501

For questions regarding this Price Agreement please
contact:
India Garcia 505-690-7383

Procurement Specialist: Sandra Lujan

Telephone No.: (505) 827-0242

Email: sandrar.lujan@state.nm.us

Title: Herbicide and Associated Products

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

This amendment is issued to reflect the following effective immediately: Extend for one (1) additional year. December 17, 2019 thru December 16, 2020. Also, name change for the following vendor.

From: (AA) Crop Production Services, Inc. To: (AA) Nutrien AG Solutions

Also, items 004 and 008 were inadvertently awarded to vendor (AC) Site One Landscaping Supply. Should have been awarded to (AD) Red River Specialties.

Item 014, delete award to vendor (AC) Site One Landscaping Supply.

Items 048 and 049, delete award to vendor (AD) Red river Specialties which were inadvertently awarded in error.

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

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 10/08/2019

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

nm



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor

4 Vendors

Telephone No. _____

Price Agreement Number: 82-805-18-16683

Payment Terms: See Page 6

F.O.B.: Destination

Delivery: See Page 6

Ship To:

NMDOT

Various Locations

Procurement Specialist: Sandra R. Lujan

Telephone No.: 505-827-0242

Email: sandrar.lujan@state.nm.us

Invoice:

NMDOT

1350 Alta Vista

Santa Fe, NM 87501


For questions regarding this contract please contact:
India Garcia 505-827-5183

Title: *Herbicide and Associated Products*

Term: December 17, 2018 thru December 16, 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: 11/20/2018

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

sl



State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if 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,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-3

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-4

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.insurenwemexico.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!*

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-5

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 of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-6

Awarded Vendors:

(AA) 000006112
Crop Production Services, Inc.
PO Box 200
Mesquite, NM 88048-0200
Phone: 602-558-4380
Email: barry.wallace@nutrien.com

Payment Terms: Net 30
FOB: Destination
Delivery: 7 Days Aro

(AB) 000042752
Helena Agri Enterprises LLC
6280 Desert Roan SE Bldg C
Albuquerque, NM 87105
Phone: 505-797-5800
Email: dillman@helenachemical.com

Payment Terms: Net 30
FOB: Destination
Delivery: Shipped to
Destination

(AC) 000013891
SiteOne Landscape Supply
1385 East 36th Street
Cleveland, OH 44114
Phone: 216-706-9250 ext 2
Email: bids@siteone.com

Payment Terms: 0% net 30
FOB: Destination
Delivery: 2-10 Days

(AD) 000042886
Red River Specialties LLC
1324 North Hearne Ave. Ste. 120
Shreveport, LA 71107
Phone: 318-425-5944
Email: bid.clerk@rrsi.com

Payment Terms: Net 30
FOB: Destination
Delivery: 3-5 Days Aro

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-7

Establish a Price Agreement for the purchase and delivery of Herbicide and Associated Products for the New Mexico Department of Transportation (NMDOT). This is a materials only price agreement.

All products purchased 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 contact (505) 827-5159.

Vendors are required to ensure that the products used for submission in response to this solicitation have been submitted and approved through the NMDOT Product Evaluation Program. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator, Jessica Lopez, jessicam.lopez@state.nm.us.

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.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the 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 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 returned by the vendor 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, 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 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.

The vendor shall be considered an independent vendor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the performance required by this price agreement.

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number _____.

Method of Award:

Method of award shall be to multiple vendors statewide on an item by item basis.

This price agreement may be awarded to one (1) or more vendors, but not to exceed three (3) vendors per item.

Utilization of Vendors:

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 provide items shall be based on the purchase order utilizing pricing contained within this price agreement.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-8

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded vendor.
3. The vendor selected to perform the work shall be the vendor providing items for the specific purchase order at the lowest overall cost to the NMDOT and able to meet all requirements including delivery schedule. A vendor **not** offering the lowest cost to the NMDOT can be used for the specific purchase order if the vendor providing the lowest overall cost is unable to meet all item and delivery 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.

The Vendor Agrees To:

Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, vendor and/or its employees, own negligent act(s) or omission(s) while vendor, 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 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 agreement.

SPECIFICATIONS FOR HERBICIDE AND ASSOCIATED PRODUCTS:

The purpose of the NMDOT Herbicide Program is to maintain a safe ROW by providing clear sight distance, clear signs & fixtures of vegetation for visibility & functionality, provide adequate drainage in roadway ditches, reduce fire hazards, protect roadway surface from vegetation encroachment, slow and/or prevent spread of noxious weeds. The spraying season is generally from March thru October with the exception of the Southern Districts that may spray year round. Spraying will only occur when temperatures are 86° or below and wind speed is less than 10 mph.

All products must meet the following requirements:

1. Product must be registered with the Environmental Protection Agency, (EPA) and have the required EPA Registration Number.
2. Product must be registered with the New Mexico Department of Agriculture, (NMDA) and have the required NM Product Number.
3. Product must be labeled for Right-of-Way use.
4. Product must be field tested and approved through the NMDOT Product Evaluation Program.

Materials:

Herbicides:

1. *Pre-emergent herbicides* are applied to the soil before the crop emerges and prevent germination or early growth of weed seeds.
2. *Post-emergent herbicides* are applied after the crop has emerged.
3. *Non-Selective herbicides* are generally toxic to all plants regardless of type of species.
4. *Selective herbicides* are toxic to some pests but have little or no effect on other similar species or affect only specific stages of development.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-9

Colorants:

Colorants are dyes that can be added to the spray tank so an applicator can see the areas that have been treated.

Anti-Drift Control Agents:

Anti-Drift Control Agents (adjuvants) that are used to control drift, in part by reducing the number of fine spray droplets.

Deposition Aid:

Deposition Aid used to increase the percentage of spray which hits the intended target.

Non-Ionic Surfactant:

Non-Ionic Surfactant is a low-foaming, nonionic, activator adjuvant designed to improve the effectiveness of pesticides requiring the use of a nonionic surfactant. Non-ionic surfactant enhances pesticide performance by improving spray solution coverage and penetration to target leaf surfaces.

Combination Spray Adjuvant:

Combination Spray Adjuvant is a blend of deposition agents, nonionic surfactants, and activators designed to enhance the performance and application of crop protection products.

Water Conditioning Agent:

Water Conditioning Agent is designed to enhance pesticide performance by modifying factors such as pH and hardness of the spray water.

Evaluation of New Products:

The evaluation of a new product shall go through the Department's Product Evaluation Program prior to purchasing or utilization of any "new" product supplied by a vendor.

Evaluation of new product does not guarantee or imply approval of the product. Prior to the evaluation of a new product, the vendor shall submit a product evaluation application to the Department's Product Evaluation Program.

The application and information regarding the Product Evaluation Program may be found at the following web site: <http://dot.state.nm.us/content/nmdot/en/APL.html> . The "new" product application will be reviewed to determine if a Field Evaluation is appropriate. If a Field Evaluation approval letter is issued the vendor may proceed with use of the "new" product for evaluation purposes. The product will be evaluated for a period of one (1) year, or as determined by the Department. After one (1) year additional time may be required in order to evaluate the product as it was intended.

Evaluation of a product shall be documented by supplier in a formal report submitted to the Department's Product Evaluation Program along with a completed Product Evaluation Application. The formal report shall include the following items:

1. Trade name of product
2. Category of product
3. Benefit of product
4. Location of product evaluation
 - a. Route
 - b. Termini (beginning and end point of evaluation location)
5. Time period of evaluation
6. Department evaluator contact
 - a. Name
 - b. Organization number and location
 - c. Telephone number
 - d. Evaluation comments regarding expected product performance and actual performance and recommendations

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-10

- e. Signature and date on report
- 7. Supplier representative contact
 - a. Name
 - b. Company name
 - c. Telephone number
 - d. Signature and date on report

Products approved by the department and placed on the approved products list will be placed on this price agreement.

Emergency Telephone Numbers:

Vendors must provide an emergency telephone number where the Department can contact a vendor representative any time during a twenty-four-hour (24) day.

Phone # _____.

Delivery:

Prices bid under this agreement shall be F.O.B. destination.

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 days (30) after the date of receipt of written notice from the vendor that payment is requested, provide to the vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the vendor 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 vendor 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 contract 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 vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or their duly authorized representative. The vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If vendor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

Ship To:

NMDOT Warehouse, SB-4
1350 Alta Vista Street
Santa Fe, NM 87504-1149

NMDOT District 1 Store Warehouse
2912 E. HWY 80
Deming, NM 88031-0231

NMDOT District 2 Store Warehouse
4505 W. Second Street
Roswell, NM 88202-1457

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-11

NMDOT District 3 Store Warehouse
7500 E. Frontage Rd.
Albuquerque, NM 87199-1750

NMDOT District 4 Store Warehouse
South Grand Avenue (Old Hwy 85)
Las Vegas, NM 87701-0030

NMDOT District 5 Store Warehouse
7515 South Cerrillos Rd.
Santa Fe, NM 87502-4127

NMDOT District 6 Store Warehouse
1919 Pinon Drive
Milan, NM 87021-2159

Invoice To:

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

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030

New Mexico Department of Transportation
District Two
4505 West Second St.
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
7500 East Frontage Road
P.O. Box 91750
Albuquerque, N.M. 87109-3768

New Mexico Department of Transportation
District Four
28 Bibb Industrial Dr.
PO Box 10
Las Vegas, N.M. 87701-0030

New Mexico Department of Transportation
District Five
7315 Cerillos Road
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-12

New Mexico Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2159
Milan, N.M. 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 (15) 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 by the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT Procurement Services Bureau.

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 does not guarantee any amount of work.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-13

| Items | Approx. Qty. | Unit | Article and Description | Unit Price | |
|-------|--------------|------|---|----------------|-------------------------------------|
| 001 | 500 | Gal | Herbicide: Arsenal Powerline - Consisting of the following active ingredient 26.7% Isopropylamine Salt of Imazaphy (2-[4,5-Dihydro-4-Methyl-4-(1-Methylethyl)-5-Oxo-1H-Imidazol-2-YL]-3-Pyridinecarboxylic Acid)* NO SUBSTITUTES. Description: Bare ground | AA AB AD | \$ 53.40 62.10 57.19 |
| 002 | 1000 | Gal | Herbicide: Brush-Rhap - Consisting of the following active ingredient 18.28% 3, 6-Dichloromethoxybenzoic Acid 24.62% 2, 4-Dichlorophenoxyacetic Acid. NO SUBSTITUTES. Description: Selective Broadleaf | AB | \$ 58.00 |
| 003 | 500 | Gal | Herbicide: E-2 Herbicide – Consisting of the following active ingredient 39.53% Dimethylamine Salt of 2,4-Dichlorophenoxyacetic Acid* 5.9% 1-Methylheptyl Ester of Flurozypyr: [4-amino-3-5dichloro-6-fluoro-2-pyridinyl]oxy]acetic Acid, 1-methylheptyl Ester 4.10% Dicamba (3,6-Dichloro-o-Anisic Acid). NO SUBSTITUTES. Description: Broad Spectrum Selective. | AA AB AD | \$ 32.45 35.50 31.76 |
| 004 | 2000 | Oz | Herbicide: Escort XP - Consisting of the following active ingredient 60.0% Metsulfuron Methyl 2-Yyyy (4-Methoxy-6-Methyl-1, 3, 5-Triazin-2-Yl) Mino]-Carbonyl]-Amino] Sulfonyl] Benzoate}. NO SUBSTITUTES. Description: Broadleaf Noxious | AA AB AC | \$ 2.14 2.11 2.40 |
| 005 | 250 | Gal | Herbicide: Esplanade 200 SC – Consisting of the following active ingredient 19.05% Indaziflam. NO SUBSTITUTES. Description: Pre-emergent. | AA AB AD | \$ 1,113.60 1,113.60 1,113.60 |
| 006 | 500 | Gal. | Herbicide: Garlon 3A - Consisting of the following active ingredient 44.4% Triclopyr (3, 5, 6-Trichloro-2 Pyridinyloxyacetic Acid) Triethylamine Salt. NO SUBSTITUTES. Description: Broadleaf Selective. | AA AB AD | \$ 42.68 41.50 46.10 |
| 007 | 500 | Gal | Herbicide: Garlon 4 Ultra - Consisting of the following active ingredient 61.6% Triclopyr (3, 5, 6-Trichloro-2 Pyridinyloxyacetic Acid) Butoxyethyl Ester. NO SUBSTITUTES. Description: Broadleaf Selective. | AA AB AD | \$ 67.45 64.79 69.95 |

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-14

| Items | Approx. Qty. | Unit | Article and Description | Unit Price | |
|-------|--------------|------|--|----------------------|--|
| 008 | 100 | Gal | Herbicide: Hyvar X-L - Consisting of the following active ingredient 21.9% Lithium Salt of Bromacil (5-Bromo-3-Sec-Butyl-6-Methyluracil). NO SUBSTITUTES. Description: Bare ground. | AA AB AC | \$ 76.40 82.75 88.95 |
| 009 | 300 | Oz | Herbicide: Krovar I DF - Consisting of the following active ingredient 40.0% Bromacil Y5-Bromo-3-Sec-Butyl-6-Methyluracil] 40.0 % Diuron Y3-(3, 4-Dichlorophenyl)-1, 1-Dimethylurea". NO SUBSTITUTES. Description: Bare ground. | AA AB AD | \$.42 .85 \$7.52/lb. 6 lb cont. .47 |
| 010 | 500 | Oz | Herbicide: Land Mark XP - Consisting of the following active ingredient 50% Sulfometuron Methyl 25% Chlorsulfuron. NO SUBSTITUTES. Description: Annual, Perennual & Woody | AA AB AD | \$ 5.60 4.85 4 lb cont. 7.20 |
| 011 | 250 | Gal | Herbicide: Method 240SL - Consisting of the following active ingredient 25% Potassium salt of aminocyclopyrachlor Potassium salt of 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid. NO SUBSTITUTES. Description: Broadleaf, Noxious, Woody | AA AB AD | \$ 318.72 318.72 318.72 |
| 012 | 250 | Gal | Herbicide: Milestone - Consisting of the following active ingredient 40.6% Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-. NO SUBSTITUTES. Description: Broadleaf, Noxious, Woody | AA AB AD | \$ 312.50 312.50 312.50 |
| 013 | 300 | Oz | Herbicide: Opensight - Consisting of the following active ingredient 62.13% Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-9.45% Metsulfuron methyl. NO SUBSTITUTES. Description: Broadleaf & Brush. | AA AB AD | \$ 5.47 5.47 \$87.50 lb. 1.25 lb Cont 5.47 |
| 014 | 2000 | Oz | Herbicide: Oust XP - Consisting of the following active ingredient 75% Sulfometron Methyl {Methyl-Yyyy(4,6-Dimethyl-2-Pyrimidiny) Amino"- Carbonyl" Amino" Sulfonyl" Benzoate". NO SUBSTITUTES. Description: Bare ground. | AA AB AC AD | \$ 1.48 1.34 #503580 oust XP 3 lb 4.03 \$ 30.24 lb. 3 lb cont. 1.89 |
| 015 | 500 | Oz | Herbicide: Outrider - Consisting of the following active ingredient 75.0% Sulfosulfuron. NO SUBSTITUTES. Description: Annual & Perennial grasses. | AA AB AD | \$ 14.76 14.80 15.81 |

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-15

| Items | Approx. Qty. | Unit | Article and Description | Unit Price |
|-------|--------------|------|---|---|
| 016 | 1000 | Oz | Herbicide: Overdrive - Consisting of the following active ingredient 21.4% Sodium Salt of Diflufenzopyr and 55.0% Sodium Salt Of 3,6 - Dichloro-O-Anisic Acid. NO SUBSTITUTES. Description: Broad Spectrum Annual & Perennial Broadleaf. | AA \$ 2.23 AB 1.98 AD \$ 34.78 lb. 2.17 oz |
| 017 | 500 | Oz | Herbicide: Payload - Consisting of the following active ingredient 51% Flumioxazin. NO SUBSTITUTES. Description: Bareground | AA \$ 4.65 AB 4.40 AC #14068 Payload 12lb 6.64 |
| 018 | 100 | Gal | Herbicide: Pendulum Aqua Cap - Consisting of the following active ingredient 37.4% Pendimethalin, N- (1-Ethylpropyl)-3,4-Dimethyl-2, 6-Dinitrobenzenamine. NO SUBSTITUTES. Description: Pre-emergent. | AA \$ 37.08 AB 38.00 AD 58.06 |
| 019 | 250 | Oz | Herbicide: Perspective – Consisting of the following active ingredient 39.5% Aminocyclopyrachlor 6-amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid and 15.8% Chlorsulfuron 2-Chloro-N-{{(4-methoxy-6-methyl-1,3,5-triazin-2-yl)benzenesulfonamide. NO SUBSTITUTES. Description: Bare ground. | AA \$ 5.77 |
| 020 | 100 | Gal | Herbicide: Plateau - Consisting of the following active ingredient 23.6% Ammonium Salt of Imazapic. NO SUBSTITUTES. Description: Weed Control/Grass Suppression. | AA \$ 112.10 AB 102.00 AD 110.00 |
| 021 | 250 | Gal | Herbicide: Polaris AC Complete – Consisting of the Following active ingredient 53.10% Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1 methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)*. NO SUBSTITUTES. Description: Bare ground. | AA \$ 98.80 AB 101.00 AD 99.96 |
| 022 | 250 | Gal | Herbicide: Pramitol 25E - Consisting of the following active ingredient 25.0% Prometon, 2,4-Bis (Isopropylamino)-6-Methoxy-S-Triazine. NO SUBSTITUTES. Description: Bare ground, johnsongrass, bindweed. | AA \$ 37.80 AB 36.50 AD 37.50 |

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-16

| Items | Approx. Qty. | Unit | Article and Description | Unit Price | |
|-------|--------------|------|---|------------|-----------------------------|
| 023 | 500 | Oz | Herbicide: Pramitol 5PS - Consisting of the following active ingredient 5.00% Prometon, 2,4-Bis (Isopropylamino)-6-Methoxy-S-Triazine 0.78% Simazine, 2-Chloro-4, 6-Bis (Ethylamino)-S-Triazine 39.80% Sodium Chlorate 40.00% Sodium Metaborate. NO SUBSTITUTES. Description: Bare ground | AA | \$.20 |
| | | | | AB | .17 |
| | | | | AD | \$ 68.00 a 25 lb bag .17 oz |
| 024 | 1000 | Gal. | Herbicide: Roundup Concentrate - Consisting of the following active ingredient 50.2% Isopropylamine Salt of Glyphosate. NO SUBSTITUTES. Description: Non-selective post-emergent. | AA | \$ 15.80 |
| | | | | AB | 14.80 |
| | | | | AD | 17.67 |
| 025 | 1000 | Gal | Herbicide: Roundup Promax - Consisting of the following active ingredient 48.7% Glyphosate N-(Phosphonomethyl) Glycine, in the form of its Potassium Salt. NO SUBSTITUTES. Description: Non-Selective. | AA | \$ 24.05 |
| | | | | AB | 22.64 |
| | | | | AD | 26.37 |
| 026 | 3000 | Oz | Herbicide: Sahara DG - Consisting of the following active ingredient 62.22% Diuron 7.78% Imazapyr. NO SUBSTITUTES. Description: Bare ground. | AA | \$ 8.78 |
| 027 | 250 | Gal | Herbicide: Tapout – Consisting of the following active ingredients 12.6% Clethodim. NO SUBSTITUTES. Description: Grass Post-Emergent. | AB | \$ 84.00 |
| 028 | 1000 | Oz | Herbicide: Telar XP - Consisting of the following active ingredient 75.0% Chlorsulfuron 2-Chloro-N-Y(4-Methoxy-6-Methyl-1, 3,5-Triazinyl) Aminocarbonyl] Benzenesulfonamide. NO SUBSTITUTES. Description: Selective Noxious. | AA | \$ 11.44 |
| | | | | AB | 10.81 |
| | | | | AD | 13.05 |
| 029 | 500 | Gal | Herbicide: Tordon 22K - Consisting of the following active ingredient 24.4% Picloram, 4-Amino-3, 5,6-Trichloropicolinic Acid, Potassium Salt. NO SUBSTITUTES. Description: Broad Spectrum Broadleaf & Woody. | AA | \$ 54.84 |
| | | | | AB | 55.28 |
| | | | | AD | 59.20 |
| 030 | 300 | Gal | Herbicide: Transline - Consisting of the following active ingredient 40.9% Clopyralid. NO SUBSTITUTES. Description: Broadleaf Woody. | AA | \$ 130.10 |
| | | | | AB | 138.75 |
| | | | | AD | 149.27 |

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-17

| Items | Approx. Qty. | Unit | Article and Description | Unit Price | |
|-------|--------------|------|--|----------------|-------------------------------|
| 031 | 2000 | Gal | Herbicide: Vanquish - Consisting of the following active ingredient 56.8% Diglycolamine Salt of 3,6-Dichloro-O-Anisic Acid. NO SUBSTITUTES. Description: Post-Emergent Broadleaf, Brush & Vine. | AA AB AD | \$ 42.94 41.45 44.96 |
| 032 | 500 | Gal | Herbicide: Velpar L - Consisting of the following active ingredient 25.0% Hexazinone Y3-Cyclohexyl-6-(Dimethylamino)-1-Methyl-1,3, -Triazine-2,4(1h,3h)-Dione]. NO SUBSTITUTES. Description: Contact Residual. | AA AB AD | \$ 69.24 62.00 78.67 |
| 033 | 300 | Gal | Herbicide: Vista XRT - Consisting of the following active ingredient 45.52% Fluroxypyr 1-Methylheptyl Ester: ((4-Amino-3,5-Dichloro-6-Fluoro-2Pyridinyl)Oxy)Acetic Acid, 1-Methylheptyl Ester. NO SUBSTITUTES. Description: Broadleaf & Woody. | AA AB AD | \$ 156.46 163.90 178.75 |
| 034 | 4000 | Gal | Herbicide: Weedar 64 - Consisting of the following active ingredient - 46.8% 2,4-Dichlorophenoxyacetic Acid, Dimethylamine Salt. NO SUBSTITUTES. Description: Broadleaf Selective. | AA AB AD | \$ 11.85 9.40 11.86 |
| 035 | 100 | Gal | Surfactant/Water Conditioning Agent: Airtech - Consisting of the following active ingredient Ammonium sulfate, high fructose corn syrup, substituted fatty alkylammonium alkylcorboxylate, alkyl poly glucoside. NO SUBSTITUTES. | NO BID | |
| 036 | 100 | Gal | Surfactant: Basal Oil - Consisting of the following active ingredient Aliphatic Hydrocarbon Oils, Surfantants and Nonionic emulsifiers 100%. NO SUBSTITUTES. | AA AB AD | \$ 10.45 12.20 13.56 |
| 037 | 100 | Gal | Herbicide Colorant: Diluent Blue - Herbicide Solution -NO SUBSTITUTES | NO BID | |
| 038 | 100 | Gal | Deposition Aid: Droplex - Consisting of the following active ingredient Modified vegetable oil, polyozyethylene sorbitan fatty acid ester, vegetable oil . NO SUBSTITUTES. | NO BID | |
| 039 | 100 | Gal | Deposition Aid: Droplex Xtra - Consisting of the following active ingredient Modified vegetable oil, alkyl phenol ethozylate, vegetable oil . NO SUBSTITUTES. | NO BID | |

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-18

| Items | Approx. Qty. | Unit | Article and Description | Unit Price | |
|-------|--------------|------|--|---|----------------------------|
| 040 | 100 | Gal | Combination Spray Adjuvant: Dyne-A-Pac - Consisting of the following active ingredient 100.00% Proprietary blend of Polyalkyleneoxide Modified Polydimethylsiloxane, Alkyl Polyglycosides, Methylated Seed Oil, And Urea-Ammodium Nitrate Solution. NO SUBSTITUTES. Description: Spreader Sticker. | AB | \$ 27.00 |
| 041 | 200 | Gal | Deposition Aid: Grounded – Consisting of the following ingredient 99.00% Proprietary blend of Aliphatic Hydrocarbons, Hexahydric Alcohol Ethoxylates and C18-C20 Fatty Acids. NO SUBSTITUTES. | AB | \$ 14.00 |
| 042 | 100 | Gal | Herbicide Colorant: Hi-Light - Herbicide Solution –NO SUBSTITUTES | AA AB AD | \$ 39.60 38.00 46.25 |
| 043 | 100 | Gal | Combination Spray Adjuvant: Induce – Consisting of the following active ingredient 90% Proprietary blend of Alkyl Aryl Polyoxykane Ethers, Free Fatty Acids, and Dimethyl Polysiloxane. NO SUBSTITUTES. | AB AC #71425 SPC Induce Spreader stkr 1 gal | \$ 19.90 38.07 |
| 044 | 250 | Oz | Herbicide Neutralizing agent: Nutra-Sol –NO SUBSTITUTES | AB AD \$ 10.24 per cont. 2 lb Cont. | \$.29 .32 oz |
| 045 | 100 | Gal | Water Conditioning Agent: Quest - Consisting of the following active ingredient 50.00% Proprietary blend of the Ammonium Salts of Polyacrylic, Hydroxy Carbonxylic and Phosphoric Acids 50.00% Components in effective As Water Conditioners. NO SUBSTITUTES. | AB | \$ 14.40 |
| 046 | 1200 | Gal | Surfactant:Spec 80/20 - Consisting of the following active ingredient Alkyl Aryl Polyoxyethylene Ether, Glycols, Free Fatty Acids, Dimethylpolysiloxane, and Isopropanol. NO SUBSTITUTES. | AA AB | \$ 9.86 10.15 |
| 047 | 100 | Gal | Surfactant: Turbulence - Consisting of the following active ingredient Methylated vegetable oil, polyether modified polysiloxane, alkylphenol ethoxylate NO SUBSTITUTES. | NO BID | |

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 82-805-18-16683

Page-19

| Items | Approx. Qty. | Unit | Article and Description | Unit Price |
|-------|--------------|------|--|--|
| 048 | 100 | Gal | Custom Blends/Repackaging Solutions - Returnable /Refillable – Custom blends may only be produced with products on the current Herbicide and Associated Products Price Agreement | AA \$ 5.50 AB 5.00 AD min. 60 gal. @ 7.25 Min. 60 gal Orders 135 & over \$6.95 gal., Blending fees only |
| 049 | 100 | Gal | Custom Blends/Repackaging Solutions - Non Returnable – custom blends may only be produced with products on the current Herbicide and Associated Products Price Agreement | AA \$ 6.00 AB 5.50 AD 7.25 Min. 60 gal order. Orders 135 and over \$ 6.95 gal. Blending fees only |
| 050 | 25 | Each | Custom Blends/Repackaging Solutions - Equipment Cost, to include Valves, Couplers, Pumps, & Counter Meter | AA \$ 635.00 AB \$ 244.00/Manual \$ 850.00/Electric AD Hand pump 287.05 12V Pump 998.25 Per unit |

V-(AD)

Orders: Tiffany Meguess

Email – Tiffany.meguess@rrsi.com

Phone: 409-296-4097

Bid Correspondence: Chad Chanbliss

Email: bid.clerk@rrsi.com

Address: 1324 North Hearne Ave. Ste. 120
Shreveport, LA 71107

Area Manager: Larry Mauldin

Email: Larry.mauldin@rrsi.com

Phone: 210-863-5532

50 Items Total