



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

**Price Agreement Amendment**

**Awarded Vendor:**  
**0000050893**  
**Pavement Sealants & Supply, Inc.**  
**PO Box 9703**  
**Albuquerque, NM 87119**  
  
**Email:** steve@pavementsealants.net  
**Telephone No.:** (505) 264-2577

Number: 90-805-18-16726

Amendment No.: Two

Term: February 21, 2019 – February 20, 2022

**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**  
**2912 E. Pine Street**  
**Deming, NM 88030**

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

**Title: Electrically Heated Asphalt Emulsion Tanks**

**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 February 21, 2021 to February 20, 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: 1/19/2021

Mark Hayden, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment


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Pavement Sealants & Supply, Inc.  
PO Box 9703  
Albuquerque, NM 87119  
  
Email: [steve@pavementsealants.net](mailto:steve@pavementsealants.net)  
Telephone No. (505) 264-2577

Price Agreement Number: 90-805-18-16726

Price Agreement Amendment No.: One

Term: February 21, 2019–February 20, 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](mailto:raelynn.lujan@state.nm.us)

Invoice:  
New Mexico Department of Transportation  
2912 E. Pine Street  
Deming, NM 88030

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

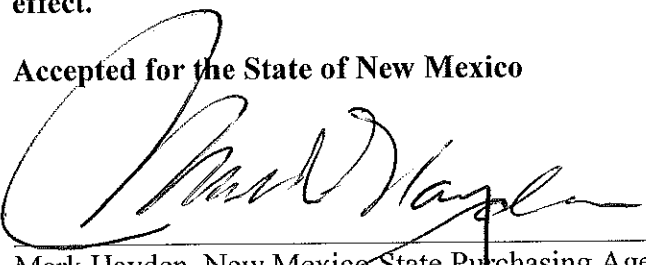
Title: **Electrically Heated Asphalt Emulsion Tanks**

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 February 21, 2020 to February 20, 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: 2/4/2020





# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**

0000050893

Pavements Sealants & Supply, Inc.

PO Box 9703

Albuquerque, NM 87119

Telephone No.: (505) 264-2577

Price Agreement Number: 90-805-18-16726

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**

New Mexico Department of Transportation

Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

**Invoice:**

New Mexico Department of Transportation

2912 E. Pine Street

Deming, NM 88030

For questions regarding this contract please contact:

Angela Martinez (505) 570-7940

Title: **Electrically Heated Asphalt Emulsion Tanks**

Term: **February 21, 2019 to February 20, 2020**

**This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

A handwritten signature in black ink, appearing to read "Paula Rodriguez", written over a horizontal line.

Acting Director, State Purchasing Division

Date: 2/18/2019

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

*nm*

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General Services Department  
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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.insurenwnewmexico.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.

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**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.

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**Specifications:**

Establish a price agreement for Electrically Heated Asphalt Emulsion Vertical Storage tank with 8,000 gallon capacity for the New Mexico Department of Transportation, hereinafter referred to as "Department".

**Term:**

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

**Escalation / Reduction Clause:**

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

**ESCALATION / REDUCTION CONTINUED:**

Contractor shall keep pricing fixed for 365 calendar days of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually by Agreement amendment. Contractor shall submit all pricing increase requests to NMDOT in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of Services. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD. SPD may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed 2% of the price immediately before the increase. Pricing changes will apply to Contracts and amendments to Contracts entered on and after the effective date of the price change. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

**Method of Award:**

This Price Agreement may be awarded to one or more vendors, but not to exceed three vendors.

**Minimum Requirements:**

**Bidding Information:**

Quantities are estimates and are for bidding purposes only. Actual purchase quantities may be increased or decreased at the discretion of the District Engineer or Designee.

This agreement shall be for a turn-key installation by vendor.

Bidder shall be required to submit shop drawings and specifications of the tank with the bid. Vendor shall be experienced in the manufacturing of Asphalt Heating systems and must be licensed and certified to do the work requested.



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**Public Works and Minimum Wage Act:**

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

If a Contractor or Subcontractor is willfully paying his laborers, mechanics or operators less than the rates required by the agreement for the work the laborers, mechanics, and operators are performing, the Contractor or Subcontractor may lose his right to proceed with the work.

Vendor shall provide all insurance necessary to employees on work site, including but not limited to Workers' Compensation.

**Contract Order:**

At time of every task order issued for projects over sixty-thousand dollars (\$60,000.00), a Wage Rate Decision number must be requested by end user of the user Agency. The Wage Rate Decision number can be obtained by contacting Work Force Solutions at: [www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

Wage Rates must be attached to each contract order issued over the over sixty-thousand dollars (\$60,000.00)

**Bonding:**

A 100% performance bond and a 100% payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the successful bidder(s) prior to each project over \$25,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s).

**Hold Harmless Clause:**

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees, own negligent act(s) or omissions(s) while contractor, and/or its employees perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save 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 agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the 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 other claim(s) whatsoever pursuant to the provisions of this agreement.

**Insurance Requirements:**

Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided prior to start of work. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the contract, whether performed by the Contractor, the Contractor's agents or employees or by subcontractors. 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 and 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:

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**Bodily Injury Liability:**

\$1,000,000.00 each person; \$2,000,000.00 each occurrence (annual aggregate)

**Property Damage Liability:**

\$2,000,000.00 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 contract, 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 the contract, the contractor's insurance must include coverage for injury to or destruction of property arising out of the collapse of or structural injury to buildings or structures due to excavation, including filling, burrowing, or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing, or demolition of buildings 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 therefrom.

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:

**Bodily Injury Liability:**

\$1,000,000.00 each person; \$2,000,000.00 each occurrence

**Property Damage Liability:**

\$2,000,000.00 each occurrence (annual aggregate)

**B. Worker's Compensation Insurance:**

The Contractor shall also carry worker's compensation insurance or otherwise fully comply with the provision of the New Mexico Worker's Compensation Act and Occupational Disease Disablement Law.

If the contractor is an "owner-operator" of such equipment, it is agreed that the State

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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 the Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted upon request of the Department.

The Contractor shall have the New Mexico Department of Transportation (NMDOT) 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 Department thirty (30) days written notice. Also, a certificate of insurance shall be furnished to the Department on renewal of a policy or policies as necessary during the terms of the Price Agreement.

Certificate of insurance is due to the NMDOT, District One, ten (10) days after Price Agreement award.

The Department 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 in no way intended to define what constitutes adequate insurance coverage for individual contractor. The Department will recognize the following form excess coverage (Umbrella) as meeting the requirements of subsection A.1.a of section, should such insurance otherwise meet all requirements of such subsections.

**E. Optimal Insurance:**

The contractor shall procure and maintain, when required by the Department, form and types of Bailee Insurance such as, but not limited to Builders Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc. in an amount necessary to protect the Department 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 contract, 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 (or policies) must be negotiated with the Railroad Company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:  
\$2,000,000.00 each occurrence (annual aggregate)  
Liability and Physical Damage to Property:  
\$6,000,000.00 aggregate (annual aggregate)

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The limits of liability stated above apply to the coverages as set forth in the 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 Price Agreement and shall be the conditions regulating the performance of any agreement between the Contractor and the State of New Mexico and any commissions, divisions, or departments thereof.

**Tank Construction:**

Storage tank construction shall meet all applicable Federal and State codes, standards, and regulations, and be equipped with, but not limited to the following requirements:

Entire tank shall be mounted vertically, made from quality carbon steel, 1/4" thick, and shall have weather protection and secondary containment for safety and spill prevention. Tanks are to be insulated sufficiently in order to protect the contents (emulsion) from the extreme hot/freezing temperature fluctuations of the Socorro area. Bottom of the tank must have a means of cleaning out the tank.

Tank is to have a minimum 24-inch diameter weatherproof manhole located on the top and/or side of the tank to allow access to the inside of the tank.

Tank shall be equipped with an OSHA approved external ladder, ladder cage, and handrails for access to the top of the tank. Following is the web link to obtain spec information for the ladder:

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_id=10404&p\\_table=STANDARDS](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=10404&p_table=STANDARDS)

Tank shall have a minimum 4-inch over-flow and vent standpipe to extend above the top of the rated fluid level of the tank. The tank top shall be a minimum of 4 inches above the rated fluid level.

Tank shall have a material quantity gauge for measuring the amount of liquid that shall be legible from ground level. Gauge calibration shall be in 100 gallon increments. The tank shall have an alarm to indicate when the tank is full to prevent over-filling.

**Thermostat/Heater System:**

Tanks shall be equipped with an asphalt oil heater which will be controlled by an adjustable thermostat that is accessible from ground level. The tank shall be equipped with an automated high temperature limit switch which will prevent over-heating. Thermostat controls shall be housed in a weatherproof box.

The temperature gauge shall be provided on the tank side and positioned for visibility from ground level with a minimum range of 50 degrees Fahrenheit to 250 degrees Fahrenheit. Gauge shall have an accuracy of +1/-1 degree Fahrenheit. Temperature gauge shall be housed in a weatherproof box.

**Agitation System:**

Tank shall include an agitation system which is automatically controlled by a programmable agitation timer. Agitator rotation (RPM) shall be compatible with all types of emulsions to be able to gently stir the emulsion in the tank at intervals appropriate for material type, without causing viscosity breakdown, foaming, separation, or other undesirable effects.

Timer for the agitator shall be located inside or near the control box/panel located on the storage tank and shall be equipped with a low level switch to prevent agitator from operating in the event of low emulsion levels. Timer must be multi-functional, fully programmable seven days/week, 24 hours/day, include a battery back-up for a minimum

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operation of 48 hours, and able to retain programming in case of a power outage. Agitator controls shall be housed in a weatherproof box.

**Electrical Control:**

Electrical control and devices shall be terminated in a weatherproof control panel and all connections shall be in accordance with NEMA and NEC electrical standards.

Control box/panel shall be mounted on the tank stand for easy accessibility. Control box panel shall include, but not be limited to, master control switch which controls power to all of the electrical functions, and shall be mounted on the breaker panel.

**Loading/Unloading of Emulsion:**

Tanks are to be equipped with ball valves for loading and unloading the asphalt emulsion in/out of the tank. Valves and hoses are to be wrapped with 240 volt heat tape and insulated to aid in cold weather operations. Valves are to have provision to accept a padlock for added security.

Loading hose shall be heat resistant to a minimum of 250 degrees Fahrenheit. Hose should be three inches in diameter and twelve (12) feet long and of heavy duty rubber. Loader hose shall be fitted on both ends with a 3 ½" quick coupler which mates to the loading/unloading valves.

**Support Stand:**

Vertical tank shall be mounted to a steel support stand with a minimum of eleven (11) foot high extended legs that place the tank loading valves at the proper height for gravity flow loading of the emulsion. The design and construction of the stand and tank must withstand the high winds of the Patrol locations listed in the Items section.

**Manuals:**

Two copies each of an Illustrated Parts book and Safety and Service Manual shall be delivered with each unit.

**Instruction on Safety, Operation, and Preventive Maintenance:**

The awarded vendor shall provide the services of a competent technician thoroughly trained in the use and operation of the unit to the NMDOT. The technician shall provide training on the safety, operation, and preventive maintenance of the unit. These services shall be provided after the unit has been delivered and is ready for operation but prior to payment. Services and Training costs shall be included with the unit price for each tank.

**Submission of Tank Specifications:**

The awarded vendor shall submit tank specifications to be used and approved by NMDOT for the purpose of design/construction of the concrete pad to support the tank.

**Tank Delivery and Installation:**

The vendor will coordinate the tank delivery with the NMDOT contact person making sure that the site pad and electrical are ready to receive the tank for setting. Tank delivery shall be the responsibility of the vendor. The tank shall have a lifting point for easy unloading and erection by crane. Vendor shall provide the equipment and operator for unloading and erection of tank.

Vendor shall be responsible for all aspects of the tank installation on the concrete pad provided by the Department.

**Warranty:**

Tank and components shall have a warranty against defects in material and workmanship for a period of not less than 12 months, and shall cover 100% parts and labor for the unit. If the manufacturer's standard warranty exceeds 12 months, then the standard warranty period shall apply. Vendor shall furnish manufacturer's warranty to the NMDOT at time of delivery.

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**Tax Note:**

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current tax rate and shown as a separate item to be paid by user.

**Payment Provisions:**

Within fifteen days after the date the department receives written notice from the contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty 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 the details of how the contractor may proceed to provide remedial action. Upon certification by the department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty 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 1 1/2 percent per month. Final payment shall be made within thirty days after the work has been approved and accepted by the Department's Secretary or his 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 Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

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**Items:**

Items	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	EA	Asphalt Emulsion Tank 8,000 Gallon Delivered to 4145, Silver City Patrol, 5274 NM 152, Hanover, NM 88041	\$92,770.00
2	1	EA	Asphalt Emulsion Tank 8,000 Gallon Delivered to 4147 Lordsburg Patrol, 1 Mile East of Lordsburg on old US 70, Lordsburg, NM 88045	\$92,770.00
3	1	EA	Asphalt Emulsion Tank 8,000 Gallon Delivered to 4153 Williamsburg Patrol, 611 Michigan Street, Williamsburg, NM 87942	\$92,770.00

**\*\*\* 3 Items Total\*\*\***