

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

**Price Agreement Amendment**

**Awarded Vendor:  
4 Vendors**

Number: **90-805-19-16752**

Amendment No.: **Two**

Term: **May 17, 2019 – May 16, 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  
Various Locations**

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

**Title: Highway Signing**

**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 May 17, 2021 to May 16, 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: 1/30/2021

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

Awarded Vendor  
4 Vendors

Price Agreement Number: 90-805-19-16752

Price Agreement Amendment No.: One

Term: May 17, 2019 – May 16, 2021

Ship To:  
New Mexico Department of Transportation  
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: Raelynn.Lujan@state.nm.us

Invoice:  
New Mexico Department of Transportation  
Various Locations

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

Title: **Highway Signing**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 17, 2020 to May 16, 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: 02/27/2020



(Rev. 1/19)

# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**4 Vendors- Please see page 6**

**Telephone No.:**

Price Agreement Number: 90-805-19-16752

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6 for details

**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**  
**Various Locations**

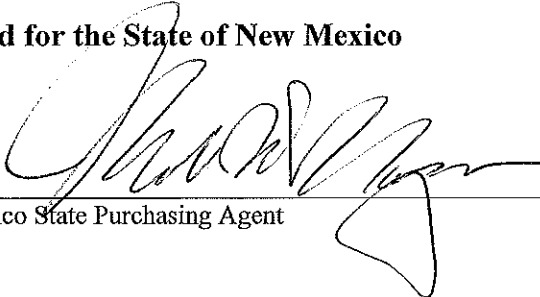
For questions regarding this contract please contact:  
**India Garcia: (505) 690-7383**

**Title: Highway Signing**

**Term: May 17, 2019 – May 16, 2020**

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

**Accepted for the State of New Mexico**

  
New Mexico State Purchasing Agent

Date: 5/17/2019

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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**Awarded Vendors:**

(AA) 0000011297  
Highway Supply LLC  
6221 Chappell Rd NE  
Albuquerque, NM 87113  
(505) 345- 8295  
SCLARK@HIGHWAYSUPPLY.NET

Payment Term: Net 30  
FOB: Destination  
Delivery: As Per Bid Requirements

(AB) 0000046200  
J-H Supply Co. Inc.  
2132 Osuna Rd NE  
Albuquerque, NM 87113  
(505) 344-6006  
jhsupply@aol.com

Payment Term: Net 30 days  
FOB: Destination  
Delivery: As Required by NMDOT

(AC) 0000050200  
P&M Signs Inc.  
200 E. Broadway  
PO Box 567  
Mountainair, NM 87036  
(505) 847-2850  
GENERAL@P&MSIGNING.COM

Payment Term: Net 30 Days  
FOB: Destination  
Delivery: 30 to 45 Days

(AD) 0000049822  
San Bar Construction Corp  
9101 Broadway SE  
Albuquerque, NM 87105  
(505) 452-8000  
Chris@Sanbarcc.com

Payment Term: Net 30  
FOB: Destination  
Delivery: 9101 Broadway SE Albuquerque



**Specifications:**

**HIGHWAY SIGNING**

Establish a price agreement for production and installation of highway signs for the New Mexico Department of Transportation (NMDOT). This price agreement includes materials, labor and equipment as per the specifications contained herein.

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

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

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, and as a condition to doing business with the department, Contractors shall be on a prequalified status with the NMDOT.

Vendors are required to ensure that the products used in conjunction with this contract have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 216-8777.

**Terms of Price 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.

**Performance, Payment and Material Bonds:**

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

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

**Tax Note:**

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

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**Bidding Information:**

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Contractor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted 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, at the discretion of the State of New Mexico, 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. **Show the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.** Truncate additional decimal places in excess of three (3).

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

**Bid Review:**

NMDOT shall perform a bid analysis of all bids received for price agreements requiring the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for final determination.

**Method of Award:**

Method of award shall be to multiple Contractors for each group. For a bid to be considered for award Contractors must submit bids for all Common Items (001 to 006) in addition to all items in one or more groups. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group:

Items 001 to 006 – Common Items  
Items 007 to 053 – Extruded Panel Signs  
Items 054 to 088 – Aluminum Panel Signs and Posts  
Items 089 to 094 – Hazard Markers and Delineators  
Items 095 to 107 – Historical Markers

Items shall be awarded to multiple Contractors based on bids being submitted for group items in addition to common items. Award will not be made to a Contractor for the common items without at least one of the groups. This price agreement may be awarded to one or more Contractors, but not to exceed three Contractors per group items.

**Utilization of Contractors:**

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

1. The selection of a Contractor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.
3. The Contractor selected to perform the work on the project shall be the Contractor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Contractor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Contractor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

**Public Works minimum Wage Act:**

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

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

**Price Agreement Order:**

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

<http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

**The Contractor Agrees To:**

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under

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the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

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

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

**Insurance Requirements:**

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

**(A) Public Liability and Automobile Liability Insurance**

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

Bodily Injury Liability:

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

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

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
  - 1. Coverage for liability arising out of the operation of independent Contractors
  - 2. Completed operation coverage
  - 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

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c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:

1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

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

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

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

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

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

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

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

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

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

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

Bodily Injury Liability, Property Damage Liability: \$2,000,000 each occurrence

Liability and Physical Damage to Property: \$6,000,000 aggregate

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

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

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

## MINIMUM SPECIFICATION FOR HIGHWAY SIGNS:

### General Conditions:

All work performed under this price agreement in addition to meeting the NMDOT specifications, as set forth in this price agreement shall follow the Manual on Uniform Traffic Control Devices (MUTCD) (current edition).

Work shall consist of providing and installing highway signs, removal of highway signs, re-facing of highway signs, resetting of highway signs, installation of roadway delineators, object markers, hazard markers or tubular markers; and the production of finished highway traffic historical markers.

Route logging shall consist of accurately defining the location, type, condition, support post type and height of every sign installation on a given route or as directed by the District Engineer or their designee.

For the purposes of this price agreement, standard signs are defined as regulatory and warning highway traffic signs in specified sizes referred to in the MUTCD, and assigned a code number. Signs numbered in the MUTCD that will not be considered standard signs are the following M1-1, M1-6, M2-2, D1, 2, 3, 7, 10, 12 in addition to Series; 1-1, 3E and CD or as identified by the District Traffic Engineer. Reverse screened mile marker blanks will be considered standard. Square, rectangular and triangular signs shall be calculated on actual square footage basis. Stop signs, school crossings and other irregularly shaped signs shall use the widest and longest dimensions for square footage calculation.

When there is a question as to whether a sign is "Standard" or "Special" the District Traffic Engineer will use the NMDOT "Sign Code Listing" (current edition) to determine the type of signage.

Voids left from footing removal on extruded panel signs shall be backfilled and contoured to match existing terrain. Reseeding is not required. This work is considered incidental to the pay items and completion of the project.

Steel sign posts used for aluminum panel signs shall be full break-away type and shall be square tube posts and shall conform to the NMDOT's standard drawings. All steel posts used on this price agreement shall meet the Buy America Requirements, as specified in standard drawings and specification. Information regarding Buy America Requirement can be found at:

[https://www.govregs.com/regulations/title23\\_chapterI\\_part635\\_subpartD\\_section635.410s](https://www.govregs.com/regulations/title23_chapterI_part635_subpartD_section635.410s). Specific post requirements may be specified by the District Traffic Engineer to maintain compatibility of the current sign system(s). Questions on type of posts required in each District should be directed to the District Traffic Engineer.

All signs provided under this price agreement shall be guaranteed, by the sign manufacturer, for a length of time not less than the life expectancy of the sheeting, as specified by the sheeting manufacturer. **Sign manufacturer's guarantee in writing shall be submitted with bids.** Guarantee must be acceptable to the NMDOT District Traffic Engineer prior to award.

The NMDOT reserves the right to send a representative to visit the premises of the sign fabricator/manufacturer to inspect signs in production to ensure that proper procedures are followed and specification materials are used. Signs not conforming to specification may be rejected at the sign shop or at field location, prior to installation or upon final inspection (after installation).

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All sign manufacturers shall have an approved quality control program as defined in Section 701.2.3.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction (current edition).

The Contractor shall submit to the District Traffic Engineer, for approval, drawings of special sign face details (those other than Standard MUTCD Signs) showing arrangement and spacing of letter, symbols and borders for legend (message) as indicated on plans or submittals.

All signs provided under this agreement must be fabricated using the appropriate sheeting material required to meet the retro reflectivity standards established within the MUTCD (current edition), or IDD-2014-03 (Sign Sheeting Requirements). If these requirements conflict, the Contractor shall follow whichever requirement is more stringent.

Only new materials shall be used for signs and components (posts and break-away base systems) under this price agreement unless the Contractor receives prior written approval from the District Traffic Engineer to utilize existing materials of any kind.

The Contractor shall furnish all material, labor, supplies, equipment, tools, traffic control and transportation required to complete the work in accordance with the plans.

The Contractor shall honor manufacturers sign sheeting warranty for performance and will incur all costs including labor to manufacture and install replacement signs for those that do not meet the warranty.

Resetting of an overhead sign panel is to be accomplished utilizing the same sign support structure where the sign was originally located. If a new location is required, the new location for the structure will be designated by the District Traffic Engineer.

The slope and/or pitch of overhead extruded sign panels shall be consistent with adjacent sign panels on the same overhead sign structure. This is to be accomplished by the use of specialized mounting brackets similar in make/design to the existing brackets.

For Bid Items 054 thru 077 and 095 thru 104, removal of signs or panels shall be considered incidental to the Bid Items. Signs shall be delivered to the nearest patrol yard or as designated by the District Traffic Engineer.

Locations for new sign installations shall be provided by the District Traffic Engineer. New sign placement shall be to the nearest one-thousandth (0.001) of a mile (5.280ft) from identified location. The Contractor shall be responsible for ensuring proper clear zone distance. Any deviations as a result of field conditions shall be approved by the District Traffic Engineer.

Damaged posts and components and concrete footings shall be removed and disposed of by the Contractor.

Standard drawings for historical markers can be obtained from State Traffic Engineer.

**Project Manager/Inspector:**

The NMDOT will provide a project manager and/or inspector(s) to inspect all work operations. Unless otherwise authorized by the District Traffic Engineer, all work will be performed in the presence of an NMDOT inspector. The Contractor will be responsible for project completion in accordance with the plans



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and specifications and as set forth in the Manual of Uniform Traffic Control Devices (current edition).

**Project Delivery:**

Project delivery includes all aspects of the project including shop drawings submittals, sign fabrication and sign field installation. The following project delivery times shall be met starting from the date a purchase order is issued to a Contractor:

The Contractor after receiving a purchase order shall submit any required shop drawings within fourteen (14) days of receiving the purchase order and at least fifteen (15) days prior to the start of manufacturing and installation of signs. When shop drawings are required but are not received by the District Traffic Engineer within fourteen (14) days after the Contractor receives the purchase order, liquidated damages will be applied, for the term, starting on day fifteen (15) and continue to be assessed till the shop drawing are submitted. Liquid damages for failure to submit shop drawings will apply to the total order.

The maximum time allowed from when the Contractor receives the purchase order or approval of shop drawings (when required) to final sign installation shall not exceed the timelines identified within Liquidated Damages below unless otherwise approved by the District Traffic Engineer in writing.

**Liquidated Damages:**

The Contractor shall be subject to liquidated damages equal to one percent (1%) per calendar day of the total order (or the portion thereof) that has not met the project delivery time requirements as specified.

Liquidated damage maximum timeline schedule for the installation of Aluminum Panel Signs, measured from the date the Contractor receives approved shop drawings, if shop drawings are required, or from the time the purchase order is received, if no shop drawing are required, is as follows:

| Signs Ordered (S.F.) | Number of Calendar Days                           |
|----------------------|---|
| 1 - 500              | 15  |
| 501 - 5,000          | 45  |
| 5,001 - 10,000       | 65  |
| Greater than 10,001  | To be determined by the District Traffic Engineer |

Liquidated damage maximum timeline schedule for the installation of Extruded Panel Signs and Historical Markers, measured from the date the Contractor receives approved shop drawings, if shop drawings are required, or from the time the purchase order is received, if no shop drawing are required, is as follows:

| Signs Ordered (S.F) | Number of Calendar Days                           |
|---------------------|---|
| 1 - 1,000           | 60  |
| 1,001 - 5,000       | 100   |
| Greater than 5,001  | To be determined by the District Traffic Engineer |

The maximum allowed delivery time as shown above should not be exceeded or the Contractor may be removed either from all applicable grouped items OR from all of the items in the price agreement.

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The following is an example of a typical price reduction due to liquated damages requirements:

The Contractor completes 500 sq. ft. of an aluminum panel sign installation from a purchase order requiring 1,000 sq. ft. of aluminum panel sign to be installed. The remaining 500 sq.ft. of the aluminum panel sign on the purchase order is installed late (beyond the required 45 days required delivery time). Assume 200 sq.ft. is installed ten (10) days late, and the remaining 300 sq.ft. is installed twenty- five (25) days late. Assuming the bid item price for aluminum panel sign is \$3.00 per sq.ft., then the price reduction calculation would be as follows:

Final Installation, the Contractor shall have a maximum of 45 days

|              |  |
|--------------|--|
| 10 days late | $(10 \text{ days}) \times (0.01/\text{day}) \times (200 \text{ sq.ft.}) \times (\$3.00/\text{sq.ft.}) = \underline{\$60.00}$ |
|--------------|--|

|              |   |
|--------------|---|
| 25 days late | $(25 \text{ days}) \times (0.01/\text{day}) \times (300 \text{ sq.ft.}) \times (\$3.00/\text{sq.ft.}) = \$225.00$ |
|--------------|---|

Total Price Reduction -  $\$60.00 + \$225.00 = \$285.00$

The District Engineer has the authority to issue purchase orders to the next available Contractor if the Primary Contractor indicates that the work cannot be delivered within the required contractual schedule.

If the Contractor's products or workmanship do not conform or operate satisfactorily in accordance with the specifications, the State reserves the right to remove the Contractor from the entire price agreement.

Depending on the work item and required activities, the purchase order shall include a bid item for traffic control that meets the needs of the project. When additional traffic control equipment such as an arrow boards, truck mounted attenuators, or a pilot car is required, it shall be paid through the applicable pay item in this price agreement. Traffic control shall conform to the Manual on Uniform Traffic Control Devices (current edition). A pre-construction conference is expected to be held for each purchase order. The Contractor will submit traffic control plans, scheduling changes or revisions to the District Traffic Engineers for approval.

The Contractor shall be responsible for securing utility clearance ("Blue Staking") prior to construction for each work order involving footings, anchors or drive down bases where the possibility of underground utilities may exist. Changes in plans to avoid placement of underground utilities shall require prior approval of the District Traffic Engineer. Costs for obtaining utility clearance shall be included in the appropriate bid items.

For all bid items requiring materials, NMDOT approved products and materials only shall be used. Product manufacturer's recommendation(s) for all application and installation shall be followed in all cases. Request for any deviation must be submitted in writing for prior approval of the NMDOT District Traffic Engineer.

**Method of Measurement and Payment:**

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

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**Traffic Control:**

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

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

**Payments and Invoicing:**

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

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

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**Invoice To:**

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.  
P.O. Box 10  
Las Vegas, N.M. 87701-0030

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

New Mexico Department of Transportation  
District Six  
1919 Pinon Drive  
P.O. Box 2159  
Milan, N.M. 87021-2159

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**Escalation Clause:**

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

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.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

**Mobilization:**

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

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

**Quantities:**

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

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**Awarded Items:**

| Item | Approx. Qty. | Unit | Article and Description  | Unit Price (AA) | Unit Price (AB) | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|--|-----------------|-----------------|-----------------|-----------------|
| 1    | 200          | HR   | Traffic control - Standard shoulder closure.   | \$ 17.50        | \$ 25.00        | \$ 25.00        | \$ 30.00        |
| 2    | 200          | HR   | Traffic control - Standard single lane closure.  | \$ 67.00        | \$ 50.00        | \$ 90.00        | \$ 60.00        |
| 3    | 200          | HR   | Traffic control - Two lane or multiple lane closure  | \$ 75.00        | \$ 75.00        | \$ 105.00       | \$ 60.00        |
| 4    | 200          | Hour | Pilot Car - For traffic control as directed by the District Engineer or their designee   | \$ 52.50        | \$ 40.00        | \$ 65.00        | \$ 50.00        |
| 5    | 30           | Hour | Truck Mounted Attenuator- For traffic control as directed by the District Engineer or their designee   | \$ 62.50        | \$ 30.00        | \$ 80.00        | \$ 30.00        |
| 6    | 400          | Hour | Sequential Flashing Arrows/Flashing Directional Arrows -For traffic control as directed by the District Engineer or their designee.  | \$ 5.00         | \$ 6.00         | \$ 15.00        | \$ 5.00         |
| 7    | 5,000        | S.F. | Fabrication and Mounting of Extruded Panel Signs (complete) - With Reflective Sheeting Field Overlay Panels, Type VIII Legend, border and background, except where specified otherwise in the MUTCD. | \$ 21.50        | \$ 21.25        | \$ 25.00        | \$ 19.95        |
| 8    | 5,000        | S.F. | Fabrication and Mounting of Extruded Panel Signs (complete) - With Metal Face Panels, Type IX background, border and copy, except where specified otherwise in the MUTCD.                            | \$ 21.75        | \$ 21.25        | \$ 32.00        | \$ 19.50        |

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| Item | Approx. Qty. | Unit | Article and Description  | Unit Price (AA) | Unit Price (AB) | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|--|-----------------|-----------------|-----------------|-----------------|
| 9    | 5,000        | S.F. | Fabrication and Mounting of Extruded Panel Signs (complete) - With Metal Face Panels, Type XI background, border and copy, except where specified otherwise in the MUTCD.            | \$ 21.75        | \$ 22.25        | \$ 35.00        | \$ 19.95        |
| 10   | 250          | S.F. | Fabrication and Mounting of Reflective Sheeting Field Overlay Panels - Type VIII Legend, border and Background, except where specified otherwise in the MUTCD.                       | \$ 19.85        | \$ 19.00        | \$ 20.00        | \$ 16.00        |
| 11   | 250          | S.F. | Fabrication and Mounting of Metal Face Panel Signs (complete) - Type IX Background, border and copy, except where specified otherwise in the MUTCD.                                  | \$ 20.25        | \$ 19.00        | \$ 22.00        | \$ 16.00        |
| 12   | 250          | S.F. | Fabrication and Mounting of Metal Face Panel Signs (complete) - Type XI Background, border and copy, except where specified otherwise in the MUTCD.                                  | \$ 20.25        | \$ 19.75        | \$ 28.00        | \$ 16.00        |
| 13   | 25,000       | S.F. | Fabrication and Mounting of Extruded Panel Signs (complete) - With Riveted Digital Print Panels, Type XI Background, border and copy, except where specified otherwise in the MUTCD. | \$ 21.75        | \$ 24.50        | \$ 32.00        | \$ 19.95        |
| 14   | 25,000       | S.F. | Fabrication and Mounting of Extruded Panel Signs (complete) - With Wrapped Digital Print Panels, Type XI Background, border and copy, except where specified otherwise in the MUTCD. | \$ 43.15        | \$ 27.25        | \$ 32.00        | \$ 28.00        |

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| Item | Approx. Qty. | Unit | Article and Description  | Unit Price (AA) | Unit Price (AB) | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|--|-----------------|-----------------|-----------------|-----------------|
| 15   | 3,000        | S.F. | Application of Anti-Graffiti Overlay Film  | \$ 1.45         | \$ 1.45         | \$ 5.10         | \$ 1.00         |
| 16   | 3,000        | S.F. | Application of Anti-Graffiti Overlay Film with UV Inhibitor  | \$ 1.65         | \$ 1.90         | \$ 5.00         | \$ 1.00         |
| 17   | 4            | Each | Resetting of Existing Overhead Extruded Sign Panel - For the purposes of providing space for new overhead extruded sign panel. Including labor and minimum required material for fully installed or mounted overhead extruded sign panel system. | \$ 950.00       | \$ 350.00       | \$ 500.00       | \$ 500.00       |
| 18   | 4            | Each | Resetting of Ground Mounted Extruded Sign Installations (Labor Only) - For use in resetting traffic or weather related sign knockdowns.  | \$ 920.00       | \$ 345.00       | \$ 500.00       | \$ 385.00       |
| 19   | 75           | S.F. | Removal of Existing Extruded Sign Panel - Delivered to designated district yard.   | \$ 12.75        | \$ 3.50         | \$ 10.00        | \$ 5.00         |
| 20   | 50           | S.F. | Removal of Existing Metal Face Panel - Delivered to designated district yard.  | \$ 9.85         | \$ 4.00         | \$ 10.00        | \$ 3.85         |
| 21   | 20           | Each | Field Survey - Not to include mobilization. May include determination of new sign location, size and length of I-beams required, condition of sign, or other required information.   | \$ 265.00       | \$ 50.00        | \$ 300.00       | \$ 40.00        |
| 22   | 150          | Hour | Route Logging of Extruded Signs, I-beam Posts and Bases -May include exact sign location, sign type, condition of sign including retroreflectivity, date of installation, and/or other required information.                                     | \$ 78.50        | \$ 35.00        | \$ 50.10        | \$ 50.00        |



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| Item | Approx.<br>Qty. | Unit | Article and Description   | Unit Price<br>(AA) | Unit Price<br>(AB) | Unit Price<br>(AC) | Unit Price<br>(AD) |
|------|-----------------|------|---|--------------------|--------------------|--------------------|--------------------|
| 23   | 300             | L.F. | Steel I-Beam Post W6 X 9 -<br>Installed, including labor<br>and materials.  | \$ 67.95           | \$ 25.25           | \$ 35.00           | \$ 24.25           |
| 24   | 300             | L.F. | Steel I-Beam Post W6 X 12<br>- Installed, including labor<br>and materials.   | \$ 77.75           | \$ 29.50           | \$ 40.00           | \$ 26.50           |
| 25   | 300             | L.F. | Steel I-Beam Post W6 X 15<br>- Installed, including labor<br>and materials.   | \$ 76.10           | \$ 34.90           | \$ 40.00           | \$ 34.00           |
| 26   | 300             | L.F. | Steel I-Beam Post W6 X 16<br>- Installed, including labor<br>and materials.   | \$ 80.95           | \$ 36.75           | \$ 45.00           | \$ 35.00           |
| 27   | 300             | L.F. | Steel I-Beam Post W 8 X 18<br>- Installed, including labor<br>and materials.  | \$ 105.00          | \$ 38.25           | \$ 50.00           | \$ 38.50           |
| 28   | 300             | L.F. | Steel I-Beam Post W8 X 21<br>- Installed, including labor<br>and materials.   | \$ 105.00          | \$ 43.85           | \$ 55.00           | \$ 46.00           |
| 29   | 300             | L.F. | Steel I-Beam Post W10 X<br>22 - Installed, including<br>labor and materials.  | \$ 105.00          | \$ 44.75           | \$ 55.00           | \$ 47.00           |
| 30   | 300             | L.F. | Steel I-Beam Post W10 X<br>26 - Installed, including<br>labor and materials.  | \$ 118.00          | \$ 53.75           | \$ 60.00           | \$ 53.00           |
| 31   | 300             | L.F. | Steel I-Beam Post W12 X<br>26 - Installed, including<br>labor and materials.  | \$ 118.00          | \$ 58.50           | \$ 70.00           | \$ 61.50           |
| 32   | 14              | Each | Break-Away Base System,<br>Type W6 X 9 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.  | \$ 525.00          | \$ 295.00          | \$ 450.00          | \$ 275.00          |
| 33   | 14              | Each | Break-Away Base System,<br>Type W6 X 12 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post. | \$ 535.00          | \$ 295.00          | \$ 450.00          | \$ 310.00          |
| 34   | 14              | Each | Break-Away Base System,<br>Type W6 X 15 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post. | \$ 540.00          | \$ 325.00          | \$ 500.00          | \$ 335.00          |

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| Item | Approx.<br>Qty. | Unit | Article and Description   | Unit Price<br>(AA) | Unit Price<br>(AB) | Unit Price<br>(AC) | Unit Price<br>(AD) |
|------|-----------------|------|---|--------------------|--------------------|--------------------|--------------------|
| 35   | 14              | Each | Break-Away Base System,<br>Type W6 X 16 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.                             | \$ 545.00          | \$ 335.00          | \$ 600.00          | \$ 350.00          |
| 36   | 14              | Each | Break-Away Base System,<br>Type W 8 X 18 -Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.                             | \$ 830.00          | \$ 375.00          | \$ 600.00          | \$ 370.00          |
| 37   | 14              | Each | Break-Away Base System,<br>Type W8 X 21 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.                             | \$ 845.00          | \$ 425.00          | \$ 600.00          | \$ 425.00          |
| 38   | 14              | Each | Break-Away Base System,<br>Type W10 X 22 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.                            | \$ 860.00          | \$ 480.00          | \$ 600.00          | \$ 475.00          |
| 39   | 14              | Each | Break-Away Base System,<br>Type W10 X 26 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.                            | \$ 875.00          | \$ 535.00          | \$ 600.00          | \$ 550.00          |
| 40   | 14              | Each | Break-Away Base System,<br>Type W12 X 26 - Labor and<br>materials for reinforced<br>concrete footings with stub<br>post.                            | \$1,175.00         | \$ 590.00          | \$ 600.00          | \$ 625.00          |
| 41   | 14              | Each | Removal of Break-Away<br>Base System,Type W6 X 9-<br>Including footing (concrete,<br>rebar and steel I-beam post)<br>plus backfill and grade.       | \$ 615.00          | \$ 295.00          | \$1,000.00         | \$ 295.00          |
| 42   | 14              | Each | Removal of Break-Away<br>Base System, Type W6 X<br>12 -Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade. | \$ 615.00          | \$ 295.00          | \$1,000.00         | \$ 295.00          |

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| Item | Approx.<br>Qty. | Unit | Article and Description   | Unit Price<br>(AA) | Unit Price<br>(AB) | Unit Price<br>(AC) | Unit Price<br>(AD) |
|------|-----------------|------|---|--------------------|--------------------|--------------------|--------------------|
| 43   | 14              | Each | Removal of Break-Away<br>Base System, Type W6 X<br>15 - Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade.  | \$ 615.00          | \$ 295.00          | \$1,000.00         | \$ 295.00          |
| 44   | 14              | Each | Removal of Break-Away<br>Base System, Type W6 X<br>16 -Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade.   | \$ 615.00          | \$ 295.00          | \$1,000.00         | \$ 295.00          |
| 45   | 14              | Each | Removal of Break-Away<br>Base System, Type W 8 X<br>18 -Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade.  | \$ 775.00          | \$ 340.00          | \$1,000.00         | \$ 385.00          |
| 46   | 14              | Each | Removal of Break-Away<br>Base System, Type W 8 X<br>21 -Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade.  | \$ 775.00          | \$ 340.00          | \$1,000.00         | \$ 385.00          |
| 47   | 14              | Each | Removal of Break-Away<br>Base System, Type W 10 X<br>22 - Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade | \$ 895.00          | \$ 390.00          | \$1,000.00         | \$ 500.00          |
| 48   | 14              | Each | Removal of Break-Away<br>Base System, Type W 10 X<br>26 -Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade  | \$ 895.00          | \$ 400.00          | \$1,200.00         | \$ 500.00          |
| 49   | 14              | Each | Removal of Break-Away<br>Base System, Type W 12 X<br>26 -Including footing<br>(concrete, rebar and steel I-<br>beam post) plus backfill and<br>grade  | \$ 895.00          | \$ 475.00          | \$1,500.00         | \$ 750.00          |

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| Item | Approx. Qty. | Unit | Article and Description   | Unit Price (AA) | Unit Price (AB) | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|---|-----------------|-----------------|-----------------|-----------------|
| 50   | 14           | Each | Removal of Break-Away Base System (all sizes) -Cut flush to ground level, including steel I-beam stud.  | \$ 600.00       | \$ 100.00       | \$1,500.00      | \$ 85.00        |
| 51   | 14           | Each | Removal of steel I-beam posts (all sizes) - Deliver to designated patrol yard or dispose of as designated by NMDOT Project Manager.   | \$ 450.00       | \$ 100.00       | \$1,500.00      | \$ 300.00       |
| 52   | 200          | Hour | Removal of Miscellaneous Items or Modifications - Overhead structures, luminaires, cat walks, upright supports or miscellaneous structures as directed by NMDOT Project Manager             | \$ 325.00       | \$ 200.00       | \$2,500.00      | \$ 300.00       |
| 53   | 350          | Mile | Mobilization for Extruded Panel Signs – Moving Charge within the State of New Mexico to any destination as requested. No payment will be made for moves of less than twenty-five (25) miles | \$ 10.15        | \$ 4.50         | \$ 12.00        | \$ 5.00         |
| 54   | 300          | S.F. | Type VIII sheeting on .080" Aluminum Panel - Manufactured and installed. Removal of existing panel will be considered incidental. (Standard Signs)  | \$ 9.00         | \$ 10.00        | \$ 12.00        | \$ 9.60         |
| 55   | 300          | S.F. | Type VIII sheeting on .080" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be considered incidental. (Special Signs)   | \$ 9.00         | \$ 10.00        | \$ 12.00        | \$ 9.60         |
| 56   | 300          | S.F. | Type VIII Fluorescent Sheeting on .080" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be considered incidental. (Standard Signs)                              | \$ 9.00         | \$ 10.00        | \$ 13.00        | \$ 9.60         |

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| Item | Approx.<br>Qty. | Unit | Article and Description   | Unit Price<br>(AA) | Unit Price<br>(AB) | Unit Price<br>(AC) | Unit Price<br>(AD) |
|------|-----------------|------|---|--------------------|--------------------|--------------------|--------------------|
| 57   | 300             | S.F. | Type VIII Fluorescent<br>Sheeting on .080"<br>Aluminum Panel -<br>Manufactured and installed.<br>Removal of existing panel<br>will be considered<br>incidental. (Special Signs) | \$ 9.00            | \$ 10.00           | \$ 13.00           | \$ 9.60            |
| 58   | 300             | S.F. | Type IX sheeting on .080"<br>Aluminum Panel -<br>Manufactured and installed.<br>Removal of existing panel<br>will be considered<br>incidental. (Standard Signs)                 | \$ 9.35            | \$ 10.15           | \$ 13.00           | \$ 9.60            |
| 59   | 300             | S.F. | Type IX sheeting on .080"<br>Aluminum Panel -<br>Manufactured and installed.<br>Removal of existing panel<br>will be considered<br>incidental. (Special Signs)                  | \$ 9.35            | \$ 10.15           | \$ 13.00           | \$ 9.60            |
| 60   | 300             | S.F. | Type IX Fluorescent<br>Sheeting on .080"<br>Aluminum Panel -<br>Manufactured and installed.<br>Removal of existing panel<br>will be incidental. (Standard<br>Signs)             | \$ 9.35            | \$ 10.15           | \$ 14.00           | \$ 9.60            |
| 61   | 300             | S.F. | Type IX Fluorescent<br>Sheeting on<br>.080" Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental. (Special<br>Signs)              | \$ 9.35            | \$ 10.15           | \$ 14.00           | \$ 9.60            |
| 62   | 300             | S.F. | Type XI sheeting on .080"<br>Aluminum Panel -<br>Manufactured and Installed<br>Removal of existing panel<br>will be incidental. (Standard<br>Signs)                             | \$ 9.35            | \$ 10.35           | \$ 14.00           | \$ 9.60            |
| 63   | 300             | S.F. | Type XI sheeting on .080"<br>Aluminum Panel,<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental. (Special<br>Signs)                              | \$ 9.35            | \$ 10.35           | \$ 14.00           | \$ 9.60            |

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| Item | Approx.<br>Qty. | Unit | Article and Description   | Unit Price<br>(AA) | Unit Price<br>(AB) | Unit Price<br>(AC) | Unit Price<br>(AD) |
|------|-----------------|------|---|--------------------|--------------------|--------------------|--------------------|
| 64   | 300             | S.F. | Type XI Fluorescent<br>Sheeting on .080"<br>Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental.<br>(Standard Signs)   | \$ 9.35            | \$ 10.35           | \$ 15.00           | \$ 9.60            |
| 65   | 300             | S.F. | Type XI Fluorescent<br>Sheeting .080" Aluminum<br>Panel - Manufactured and<br>Installed. Removal of<br>existing panel will be<br>incidental (Special Signs)           | \$ 9.35            | \$ 10.35           | \$ 14.00           | \$ 9.60            |
| 66   | 2,000           | S.F. | Type VIII Sheeting on .125"<br>Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental (Standard<br>Signs)                 | \$ 11.35           | \$ 11.25           | \$ 14.00           | \$ 11.75           |
| 67   | 2,000           | S.F. | Type VIII Sheeting on .125"<br>Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental. (Special<br>Signs)                 | \$ 11.35           | \$ 11.25           | \$ 14.00           | \$ 11.75           |
| 68   | 2,000           | S.F. | Type VIII Fluorescent<br>Sheeting on .125"<br>Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental.(Standard<br>Signs)  | \$ 11.35           | \$ 11.25           | \$ 15.00           | \$ 11.75           |
| 69   | 2,000           | S.F. | Type VIII Fluorescent<br>Sheeting on .125 "<br>Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental. (Special<br>Signs) | \$ 11.35           | \$ 11.25           | \$ 15.00           | \$ 11.75           |
| 70   | 2,000           | S.F. | Type IX Sheeting on .125"<br>Aluminum Panel -<br>Manufactured and Installed.<br>Removal of existing panel<br>will be incidental. (Standard<br>Signs)                  | \$ 11.55           | \$ 12.25           | \$ 15.00           | \$ 11.75           |

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| Item | Approx. Qty. | Unit | Article and Description  | Unit Price (AA) | Unit Price (AB) | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|--|-----------------|-----------------|-----------------|-----------------|
| 71   | 2,000        | S.F. | Type IX sheeting on .125" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Special Signs)               | \$ 11.55        | \$ 12.25        | \$ 15.00        | \$ 11.75        |
| 72   | 2,000        | S.F. | Type IX Fluorescent Sheeting .125" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Standard Signs)     | \$ 11.55        | \$ 12.25        | \$ 17.00        | \$ 11.75        |
| 73   | 2,000        | S.F. | Type IX Fluorescent Sheeting on .125" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Special Signs)   | \$ 11.55        | \$ 12.25        | \$ 17.00        | \$ 11.75        |
| 74   | 2,000        | S.F. | Type XI Sheeting on .125" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Standard Signs)              | \$ 11.55        | \$ 12.25        | \$ 17.00        | \$ 11.75        |
| 75   | 2,000        | S.F. | Type XI sheeting on .125" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Special Signs)               | \$ 11.55        | \$ 12.25        | \$ 17.00        | \$ 11.75        |
| 76   | 2,000        | S.F. | Type XI Fluorescent Sheeting on .125 " Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Standard Signs) | \$ 11.55        | \$ 12.25        | \$ 18.00        | \$ 11.75        |
| 77   | 2,000        | S.F. | Type XI Fluorescent Sheeting on .125" Aluminum Panel - Manufactured and Installed. Removal of existing panel will be incidental. (Special Signs)   | \$ 11.55        | \$ 12.25        | \$ 18.00        | \$ 11.75        |

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| Item | Approx. Qty. | Unit | Article and Description  | Unit Price (AA)                               | Unit Price (AB)  | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|--|---|--|-----------------|-----------------|
| 78   | 8,000        | S.F. | Application of Anti-Graffiti Overlay Film  | \$ 1.45                                       | \$ 1.45  | \$ 3.00         | \$ 1.00         |
| 79   | 8,000        | S.F. | Application of Anti-Graffiti Overlay Film with UV Inhibitor  | \$ 1.65                                       | \$ 1.90  | \$ 3.00         | \$ 1.00         |
| 80   | 15           | Each | Fold-up Sign Manufacture and Parts- (add on)   | \$ 65.00                                      | \$ 45.00   | \$ 100.00       | \$ 60.00        |
| 81   | 150          | Hour | Route Logging of Aluminum Panel Signs - May include exact sign location, sign type, condition of sign including retroreflectivity, date of installation, and/or other required information.  | \$ 105.00                                     | \$ 35.00   | \$ 50.00        | \$ 50.00        |
| 82   | 10           | Each | Resetting of Existing Standard and Special Highway Signage - Due to weather or traffic knockdowns, including minimum sign hardware, posts, base and material.  | \$ 155.00                                     | \$ 85.00   | \$ 150.00       | \$ 130.00       |
| 83   | 350          | Mile | Mobilization for Aluminum Panel Signs - Moving Charge within the State of New Mexico to any destination as requested. No payment will be made for moves of less than twenty-five (25) miles  | \$ 8.25                                       | \$ 4.00  | \$ 12.00        | \$ 4.00         |
| 84   | 10           | Each | Omni-Directional Break-Away Base for Square Tube System - Per Standard Drawing 701-02-3/3<br>Manufacturer _____<br>Product # _____   | \$285.00<br>XCESSORIES<br>#RT8UX-<br>25C36W-G | \$170.00<br>XCISSORIES<br>SQUARED<br>SW<br>#RT8UX-<br>25C36C-G | \$ 300.00       | \$ 165.00       |
| 85   | 600          | L.F. | Break-Away Post System, 2 1/4 " by 2 1/4" 12 gauge, Square Tube System, Aluminum Panel Sign -To include mounting, labor and materials, using theft resistant nuts. Anchor to be counted as lineal foot of post for payment purposes. | \$ 8.95                                       | \$ 9.00  | \$ 9.00         | \$ 8.75         |



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| Item | Approx. Qty. | Unit | Article and Description  | Unit Price (AA) | Unit Price (AB) | Unit Price (AC) | Unit Price (AD) |
|------|--------------|------|--|-----------------|-----------------|-----------------|-----------------|
| 86   | 600          | L.F. | Break-Away Post System, 2 ½ " by 2 ½ 10" gauge, Square Tube System, Aluminum Panel Sign -To include mounting, labor and materials, using theft resistant nuts. Anchor to be counted as lineal foot of post for payment purposes. | \$ 11.05        | \$ 9.00         | \$ 10.00        | \$ 9.15         |
| 87   | 300          | L.F. | Removal of Square Tube Anchor System   | \$ 3.30         | \$ 3.00         | \$ 4.00         | \$ 2.75         |
| 88   | 300          | L.F. | Installation of Square Tubing Base and Posts provided by NMDOT   | \$ 4.00         | \$ 3.75         | \$ 5.00         | \$ 4.25         |
| 89   | 50           | Each | Roadway Delineators or Hazard Markers (u-channel or other rigid post)- Installed including labor and materials.  | \$ 38.00        | \$ 40.00        | \$ 40.00        | \$ 22.00        |
| 90   | 50           | Each | Roadway Delineators or Hazard Markers (flexible) - Installed including labor and materials.  | \$ 45.00        | \$ 40.00        | \$ 65.00        | \$ 37.50        |
| 91   | 50           | Each | Rigid Roadway Object Markers - Installed including labor and materials.  | \$ 100.00       | \$ 48.75        | \$ 150.00       | \$ 52.00        |
| 92   | 50           | Each | Flexible Roadway Object Markers - Installed including labor and materials.   | \$ 115.00       | \$ 50.00        | \$ 100.00       | \$ 65.00        |
| 93   | 50           | Each | Tubular Markers (soil mounted) -Installed to include labor and materials.  | \$ 85.00        | \$ 40.00        | \$ 150.00       | \$ 45.00        |
| 94   | 50           | Each | Tubular Markers (surface mounted) - Installed To include labor and materials.  | \$ 115.00       | \$ 45.00        | \$ 150.00       | \$ 68.00        |
| 95   | 1            | Each | Historical Markers Component A - Manufactured and Installed.   |                 | \$ 375.00       | \$ 175.00       |                 |
| 96   | 1            | Each | Historical Markers Component B - Manufactured and Installed.   |                 | \$ 425.00       | \$ 150.00       |                 |

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| Item                    | Approx.<br>Qty. | Unit | Article and Description  | Unit Price<br>(AA) | Unit Price<br>(AB) | Unit Price<br>(AC) | Unit Price<br>(AD) |
|-------------------------|-----------------|------|--|--------------------|--------------------|--------------------|--------------------|
| 97                      | 1               | Each | Historical Markers<br>Component C -<br>Manufactured and Installed.   |                    | \$ 475.00          | \$ 150.00          |                    |
| 98                      | 1               | Each | Historical Markers<br>Component D -<br>Manufactured and Installed.   |                    | \$ 525.00          | \$ 160.00          |                    |
| 99                      | 1               | Each | Historical Markers Post, 8 "<br>– 9 " diameter 10 foot long -<br>Manufactured and Installed.   |                    | \$ 875.00          | \$ 700.00          |                    |
| 100                     | 1               | Each | Historical Markers Post, 11 "<br>4 foot long -<br>Manufactured and Installed.  |                    | \$ 575.00          | \$ 350.00          |                    |
| 101                     | 1               | Each | Historical Markers Post, 14 "<br>diameter 4 foot 6 " long -<br>Manufactured and Installed.   |                    | \$ 575.00          | \$ 450.00          |                    |
| 102                     | 1               | Each | Historical Markers Legend<br>Plate - Manufactured and<br>Installed.  |                    | \$ 375.00          | \$ 250.00          |                    |
| 103                     | 1               | Each | Historical Markers Map<br>Plate -Manufactured and<br>Installed.  |                    | \$ 375.00          | \$ 250.00          |                    |
| 104                     | 500             | S.F. | Historical Markers<br>Complete Type IV sheeting<br>-Manufactured and Installed   |                    | \$ 275.00          | \$ 140.00          |                    |
| 105                     | 500             | S.F. | Application of Anti-Graffiti<br>Overlay Film   |                    | \$ 1.90            | \$ 5.00            |                    |
| 106                     | 500             | S.F. | Application of Anti-Graffiti<br>Overlay Film with UV<br>Inhibitor  |                    | \$ 2.25            | \$ 5.00            |                    |
| 107                     | 350             | Mile | Mobilization for Historical<br>Markers – Moving Charge<br>within the State of New<br>Mexico to any destination<br>as requested. No payment<br>will be made for moves of<br>less than twenty-five (25)<br>miles |                    | \$ 7.50            | \$ 12.00           |                    |
| *** 107 ITEMS TOTAL *** |                 |      |  |                    |                    |                    |                    |