



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

Price Agreement Amendment

Awarded Vendor:

11 Vendors

Telephone No. _____

Number: **90-805-19-16774**

Amendment No.: **Two**

Term: **November 12, 2019 – November 11, 2021**

Ship To:

**New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505**

Procurement Specialist: **Raelynn Lujan**

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

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

Invoice:

**New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87505**

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

Title: Hot Mixed Asphalt – District 5

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 November 12, 2020 to November 11, 2021 at the same price, terms and conditions.

Items 29, 30 and 31 are removed from the award for Oldcastle SW Group, Inc. (AI).

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

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/1/2020

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



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

Price Agreement Amendment

Awarded Vendor
0000045801
EMCO of Santa Fe
3810 Oliver Road
Santa Fe, NM 87507

Telephone No: (505) 474-3434

Price Agreement Number: 90-805-19-16774

Price Agreement Amendment No.: One

Term: November 12, 2019 – November 11, 2020

Ship To:
New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87505

Procurement Specialist: Raelynn Lujan *ref*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87505

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

Title: Hot Mixed Asphalt – District 5

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

This amendment is issued to reflect the following effective immediately:

Correct Vendor number:

From: (AC) EMCO #0000138103

To: (AC) ECMO #0000045801

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 for

Mark Hayden, New Mexico State Purchasing Agent

Date: 11/20/2019



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:

11 Vendors Awarded- Please see page 6 for details

Telephone No.:

Price Agreement Number: 90-805-19-16774

Payment Terms: Net 30

F.O.B.: As requested

Delivery: See page 6

Ship To:

New Mexico Department of Transportation
7315 Cerrillos Road
Santa Fe, NM 87507

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:

New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87505

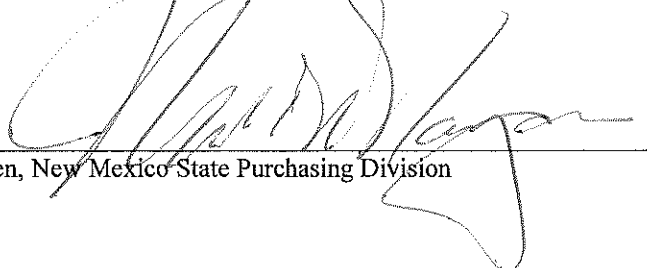
For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: Hot Mixed Asphalt – District 5

Term: November 12, 2019 thru November 11, 2020

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

Accepted for the State of New Mexico


Mark Hayden, New Mexico State Purchasing Division

Date: 11/12/2019

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

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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.
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, 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

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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.

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 or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000110842
Associated Asphalt and Materials, LLC
3810 Oliver Dr.
Santa Fe, NM 87507
(505) 474-7094
info@associatedasphalt.com

Delivery: Point of Destination

(AB) 0000046809
C&E Concrete Inc.
PO Box 340
Flora Vista, NM 87415
(505) 334-7466
dbyrd@ceconcrete.net

Delivery: As Requested

(AC) 0000138103
EMCO of Santa Fe, LLC
3810 Oliver Road
Santa Fe, NM 87507
(505) 474-3434
info@emco.com

Delivery: Point of Destination

(AD) 0000110844
Espanola Transit Mix LLC
1302 N Riverside Dr.
Espanola, NM 87532
(505) 753-2176
info@espanolatransit.com

Delivery: Point of Destination

(AE) 0000090285
GM Emulsion, LLC
5935 Agua Fria Street
Santa Fe, NM 87507
(505) 471-9981
gabriel@gmemulsion.com

**Delivery: 5935 Agua Fria Street
Santa Fe, NM 87507**

(AF) 0000141388
GME General Building LLC
5935 Agua Fria Steet
Santa Fe, NM 87507
(505) 690-3563
erik@gmegeneralbuilding.com

**Delivery: 5935 Agua Fria Street
Santa Fe, NM 87507**

(AG) 0000047577
Mountain States Constructors Inc
3601 Pan American Freeway NE
Suite #111
Albuquerque, NM 87107
(505) 292-0108
rob@msconstructors.com

Delivery: FOB Destination

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(AH) 0000049258
Northern Mountain Constructors Inc
PO Box 348
El Prado, NM 87529
(575) 758-4395
dispatch@taosgravel.com

Delivery: As Requested

(AI) 0000045239
Oldcastle SW Group, Inc
PO Box 16
Farmington, NM 87499
(505) 324-3910
troy.rakes@fourcornersmaterials.com
kyle.high@fourconrnersmaterials.com

Delivery: As Requested

(AJ) 0000051285
Russell Sand and Gravel Co., Inc
PO Box 296
Los Ojos, NM 87551
(575-588-7933
rsgravel@hotmail.com

Delivery: As Requested

(AK) 0000093143
Vulcan Materials Company
1500 N. Renaissance Blvd. NE
Albuquerque, NM 87107
(505) 343-7878
martinezv@vmcmail.com

Delivery: As Requested

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Specifications:

To establish a Price Agreement for Hot Mixed Asphalt (HMA). These materials will be provided to the New Mexico Department of Transportation (NMDOT) - District Five.

Term of Agreement:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (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 Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Material Specifications:

Materials purchased under this Price Agreement shall conform to the requirements for Plant Mix Bituminous Material, defined in the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 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.

Please refer to the following Sections:

- Section 106 "Control of Materials";
- Section 108 "Prosecution and Progress";
- Section 423 "Hot Mix Asphalt – Superpave (QLA & Non-QLA)"
- Section 424 "Warm Mix Asphalt"
- Section 402 "Bituminous Materials, Hydrated Lime and Liquid Anti-Stripping Agents"; and
- Section 403 "Open Graded Friction Course".

The following tables' data was taken from AASHTO MP 2, Standard Specifications for Superpave Volumetric Mix Design. These "Standard Specifications" may be purchased, for a fee, from the NMDOT.

For items 1 – 28 and 43 – 49 SP V Gradation, the following aggregate gradation shall be used:

Sieve Size	Control Points		Restricted Zone	
	Lower	Upper	Lower	Upper
(U.S)				
1/2 inch	100	-	-	-
3/8 inch	90	100	-	-
No. 4	-	90	-	-
No. 8	32	67	47.2	47.2
No. 16	-	-	31.6	37.6
No. 30	-	-	23.5	27.5
No. 50	-	-	18.7	18.7
No. 100	-	-	-	-
No. 200	2	10	-	-

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Performance and Materials Bond:

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

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

Tax Note:

Prices shall not include state gross receipts or local option tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

Disqualification of Unbalanced Bids Pursuant To Section 23, Code of Federal Regulation § 635.114:

The New Mexico Department of Transportation will follow Federal requirements on Price Agreements for the purpose of seeking Federal Participating Funds when available. Section 23 Code of Federal Regulations § 635.114 states that the award of Contracts must be both materially and mathematically balanced. The New Mexico Department of Transportation may choose to reject a bid, with supporting written justification and the concurrence of the Federal Highway Administration, New Mexico Division Administrator, if the low bid is determined to be unbalanced. Unbalanced bids may potentially result in disqualification of a bidder and the New Mexico Department of Transportation will request that New Mexico State Purchasing Division award to the next appropriate bidder.

Bidding Information:

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

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

All Contractors, on this Price Agreement, must be New Mexico Contractors, as the term is defined in section 13-4-2, N.M.S.A. 1978. **Therefore, all Contractors on this Price Agreement shall be appropriately licensed and shall provide their New Mexico Contractor's License numbers as a part of this Price Agreement.**

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

No person shall act as a Contractor without a license by the (Construction Industries) Division classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the (Construction Industries) Division to bid & perform the type of work to be undertaken, (reference 60-13-12, NMSA 1978.

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

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Wage Rate Decision

Prior to the issuance of work or a task order in excess of \$60, 000.00 the NMDOT District Office or Program must obtain a wage decision from the New Mexico Department of Workforce solutions specific to that work or task order. Wage decision may be obtained at the following link:

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

THE CONTRACTOR AGREES TO:

- A. Provide competent supervision and skilled personnel to carry on all work in progress.
- 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 life and health of employees on-the-job and the safety and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.
- C. 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 omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this 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.
- D. 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 thereof 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 any other claim(s) whatsoever pursuant to the provisions of this agreement.
- E. To be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Additionally, the Contractor shall be responsible for all reporting and clean-up of spills which are associated with this Price Agreement and shall report and respond to spills of hazardous materials such as gasoline, diesel, motor oils, solvents, chemicals, toxic and corrosive substances and any other materials which may be considered a threat to the public health or the environment. **These reports shall be made immediately to the New Mexico Environmental Department's Emergency Response Team at either (505) 827-4308 or (505) 470-3657 and to the NMDOT's Engineer or designee.**

- F. 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 New Mexico and shall cover all operations under the contract, 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.
- G. The Contractor will be responsible to provide all required traffic control which shall be in compliance with the "Manual on Uniform Traffic Control Devices (MUTCD)". The Contractor's Traffic Control Plan shall be reviewed and approved by the Engineer, or his designee, prior to the beginning of any work, which requires the contractor to operate Asphalt Laydown and/or Compaction Equipment within the NMDOT's Right-of-Way.

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- H. The Contractor agrees to furnish all equipment, labor, materials and tools required to perform the work specified. The Contractor shall be responsible for locating a suitable equipment storage area for the storage of his equipment during non-working and night time hours. No storage of his equipment will be allowed within the NMDOT's right-of-way unless prior approval is given by the Engineer or his designee.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractor's expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the Contract, 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 there from.

(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 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 Contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

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Bodily Injury Liability:

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

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

- (B) **Worker's compensation insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply the provision 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 contract.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded the Contract/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 Contract/Price Agreement.

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

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

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 Contract, 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 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 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

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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 contract between the Bidder and the State of New Mexico and any Commission, Divisions, or NMDOT thereof.

ESCALATION CLAUSE:

In the event of a product cost increase an escalation request will be reviewed by NMDOT. Please be aware this measure is not intended to allow increases in profit margin, only to compensate for an actual cost increase. Price decrease as well as increases shall apply. If vendor's prices are reduced for any reason, DOT 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. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by DOT. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
 - b.) Price agreement item number affected
 - c.) Current item price
 - d.) Proposed new price
 - e.) Percentage of increase; and
- Mill/supplier notification of price increase indicating percentage of increase.

Fuel Cost Adjustments Clause:

These provisions provide for compensation adjustment in the cost of equipment fuels (diesel, gasoline, and propane) consumed in the performance of work in this agreement. The NMDOT will calculate the fuel cost adjustments. Payments or credits will be applied to final payments for work items set forth herein.

The Fuel Compensation Adjustment Clause will be in effect during the life of the contract. The NMDOT reserves all of its rights under this contract and this fuel adjustment provision shall not limit those rights. Adjustments for fluctuations in the cost of fuel will apply only to the major fuel usage pay items at the respective fuel factors provided by contractor at bid submittal.

All quantities are to be measured by the ton and will be calculated using a calibrated scale, if a calibrated scale is not available then the quantities are to be measured in cubic yards and converted to Ton by the District Engineer or their designee and shall be considered to be final. All payments for same will be made on this basis.

Suppliers who do not submit either the base fuel price (base) per gallon or fuel factors by the bid opening date and time given in this price agreement shall waive the bidder's right to request any adjustments for the duration of this agreement

Fuel factors are the Contractor's estimates of actual fuel requirements for the specified item to produce one unit of final product. Fuel factors must be provided at the time of bid submittal. The Contractor is cautioned to consider that its operations may require more or less fuel. The fuel factors provided by Contractor will be used by the NMDOT to implement fuel adjustments. The Contractor may not initiate a request for adjustments of fuel factors without NMDOT concurrence. Fuel factors are subject to verification by the NMDOT. If the NMDOT determines that fuel factors submitted by the Contractor at bid submittal differ by more than fifteen percent (15%) either above or below, the Contractor shall submit a request, with NMDOT concurrence, to adjust the fuel factors to the State Purchasing Division for review and

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approval. Effective dates of adjustment fuel factors will not be any sooner than fifteen (15) days from the date the written request is received by State Purchasing.

Fuel cost adjustments will be determined in the following manner:

1. A base fuel price (base) will be established for this agreement. The base will be provided by the Contractor at the bid submittal. the base for a given month of bid submittal will be the average weekly price obtained from the Oil Price Information Service (OPIS) weekly listing date the first Monday of the month for No. 2 Diesel and Unleaded fuel for Albuquerque, New Mexico and for Propane fuel for Hobbs, New Mexico.

Base fuel price (base) is \$ _____ per gallon for Unleaded fuel

Base fuel price (base) is \$ _____ per gallon for Diesel fuel

Base fuel price (base) is \$ _____ per gallon for Propane fuel
2. A Monthly Fuel Price (MFP) will be established each month. The MFP for a given month will be the average weekly price obtained from the Oil Price Information Service (OPIS) weekly listing dated the first Monday of that month for No. 2 Diesel and Unleaded fuel for Albuquerque, New Mexico and for Propane fuel for Hobbs, New Mexico. The MFP for the quarterly fuel adjustment calculations will be determined by averaging the MFP's for the two previous months and the current month of quarterly fuel adjustment request.
3. Prices are based solely on rack and reseller's prices exclusive of freight, taxes, and special discounts.
4. If the average weekly prices are not posted by OPIS or is otherwise not available to the NMDOT for the first Monday of any month for any reason, the NMDOT may use the average weekly prices posted by OPIS immediately before or after the first Monday of the month.
5. If the average weekly prices cease to be available from OPIS for any reason, the NMDOT in its discretion will select and begin using a substitute price source or index to establish the MFP each month.
6. A Fuel Adjustment Factor (FAF) will be determined quarterly from the date of award of this agreement as follows.
 - A. If the MFP is within plus or minus twenty-five percent (25%) of the base, there will be no adjustments.
 - B. If the MFP is more than one hundred twenty-five percent (125%) of the base then:
 - I. Adjustment factor = $(MFP) - (1.25 \times \text{base})$
 - C. If the MFP is less than seventy-five percent (75%) of the base, then:
 - I. Adjustment factor = $(MFP) - (0.75 \times \text{base})$
7. The quarterly adjustment shall be capped and shall not exceed forty percent (40%) for either an increase or decrease from the base.
8. The Contractor shall submit a quarterly fuel cost adjustment request to the NMDOT for concurrence. The NMDOT shall submit the request to State Purchasing for review and approval if the MFP differs twenty-five (25) percent or more from the base. If the MFP does not differ twenty-five (25) percent or more from the base, the Contractor shall submit written notice to the NMDOT that a fuel cost adjustment request will not be requested for that quarter.
9. Fuel cost adjustment approval is not automatic, but will be reviewed and approved by State Purchasing on an individual basis. Effective dates of fuel adjustment will not be any sooner than fifteen (15) days from the date the written request is received by State Purchasing.
10. The MFP in effect at the time the project is completed will be used for any fuel compensation adjustments.

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11. Actual Project Fuel (APF) requirements for constructing the project will be estimated based on the actual quantities produced of the items specified in this Fuel Escalation Clause multiplied by the appropriated fuel factors provided by the Contractor at bid opening.
 - A. $APF = \text{item project quantity} \times \text{fuel factor}$
 - B. This formula will be applied to each item as specified in this fuel escalation clause.
 - C. The total APF will be the total of each item.

12. A price adjustment (plus or minus) to the Contractor for fuel cost change will be made once for each project if the Monthly Fuel Price (MFP) differs twenty-five percent (25%) or more from the base fuel price. this adjustment will be the product of the Fuel Adjustment Factor (FAF) and the Actual Project Fuel (APF) used.
 - A. $\text{Project fuel adjustment} = APF \times FAF$
 - B. This formula will be applied to each item as specified in this fuel escalation clause.
 - C. The total project fuel adjustment will be total adjustments of each item.

If the Contractor elects to use an alternative fuel (natural gas, butane, or other) other than specified in this Fuel Escalation Clause, the established fuel requirements will not be revised. Fuel cost adjustments will not be revised. Fuel cost adjustments will continue to be made as specified above.

Payment and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the 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 days (30) 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 Contract to the Contractor at the rate of 1 1/2 percent per month. For purposes 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 day 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 NMDOT's Secretary or his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to Workers 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 Contract may be canceled effective immediately.

The NMDOT reserves the right to purchase material(s) from any of the awarded Contractor(s) based on the needs of the NMDOT. The Engineer, or Designee, will determine and use the Price Agreement item which best serves the NMDOT's needs, based on cost(s), delivery time, schedule or work, and quality of material(s). All decisions by the Engineer, or his Designee, will be final. The NMDOT may, at its option, haul material(s) from the awarded Contractor's plant, using the NMDOT's trucks. The NMDOT's trucks may, at the NMDOT's option, haul material(s) to any location within the District.

Acceptance of material(s) will be made at the point of delivery based on tests obtained from the material(s) delivered, prior to final NMDOT acceptance and payment. The Engineer or his designee, shall have the right and authority to

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reject nonconforming materials supplied by the successful Contractor(s). Materials may be rejected, but shall not be limited to, failure to meet the NMDOT's material specifications or for failure to be delivered within the time specified. Any material that is rejected shall not be paid for by the New Mexico Department of Transportation. The State of New Mexico, NMDOT and/or its agents or employees shall not be liable to the Contractor in any way for damages of any nature whatsoever resulting from the rejection of the material. When materials are rejected, the Contractor shall be informed of the reason for the rejection in writing as soon as practicable after the rejection by the Engineer, or his designee. The Contractor agrees to indemnify the State for any and all losses incurred due to delay in shipment or rejection of material.

Contractors who are bidding shall promptly notify the NMDOT of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents or of the site and local conditions.

The NMDOT shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

All work, including the production of materials, and/or deliveries of materials by the awarded Contractor(s) will be performed during the normal working hours of the NMDOT. These hours are Monday through Friday, 7:45 am to 4:00 pm. All work and/or deliveries performed outside of these hours, without the prior written approval of the NMDOT, will not be accepted nor paid for by the NMDOT.

Unless prior written approval has been given by the NMDOT, all contracted paving operations will be conducted continuously during the normal working hours of the NMDOT until the contracted work has been successfully completed by the Contractor. The only exception to this condition will be due to adverse temperature and/or weather conditions as defined in Section 421.341 "Temperature and Weather Limitations". Failure to comply with this condition will be considered by the NMDOT a default of the Contractor's Performance Bond and a breach of the terms and conditions of this Price Agreement.

The NMDOT will provide an Engineer or designee, to inspect these operations. The Engineer or designee, will be responsible for the enforcement and interpretation of the specifications, and his decision will be final. The Contractor shall be responsible for the work to be completed in accordance with these specifications.

At the discretion of the NMDOT, a Pre-Construction meeting with the Contractor may be held at the NMDOT's District #5 office located at 7315 Cerrillos Road, Santa Fe, New Mexico, or at another suitable location, a minimum of five (5) working days prior to the issuance of a notice to proceed or contract order. The purpose of this meeting will be to discuss the details of the subsequent work and establish schedules and/or controls which are acceptable to the Engineer per the terms and conditions set forth in this Price Agreement.

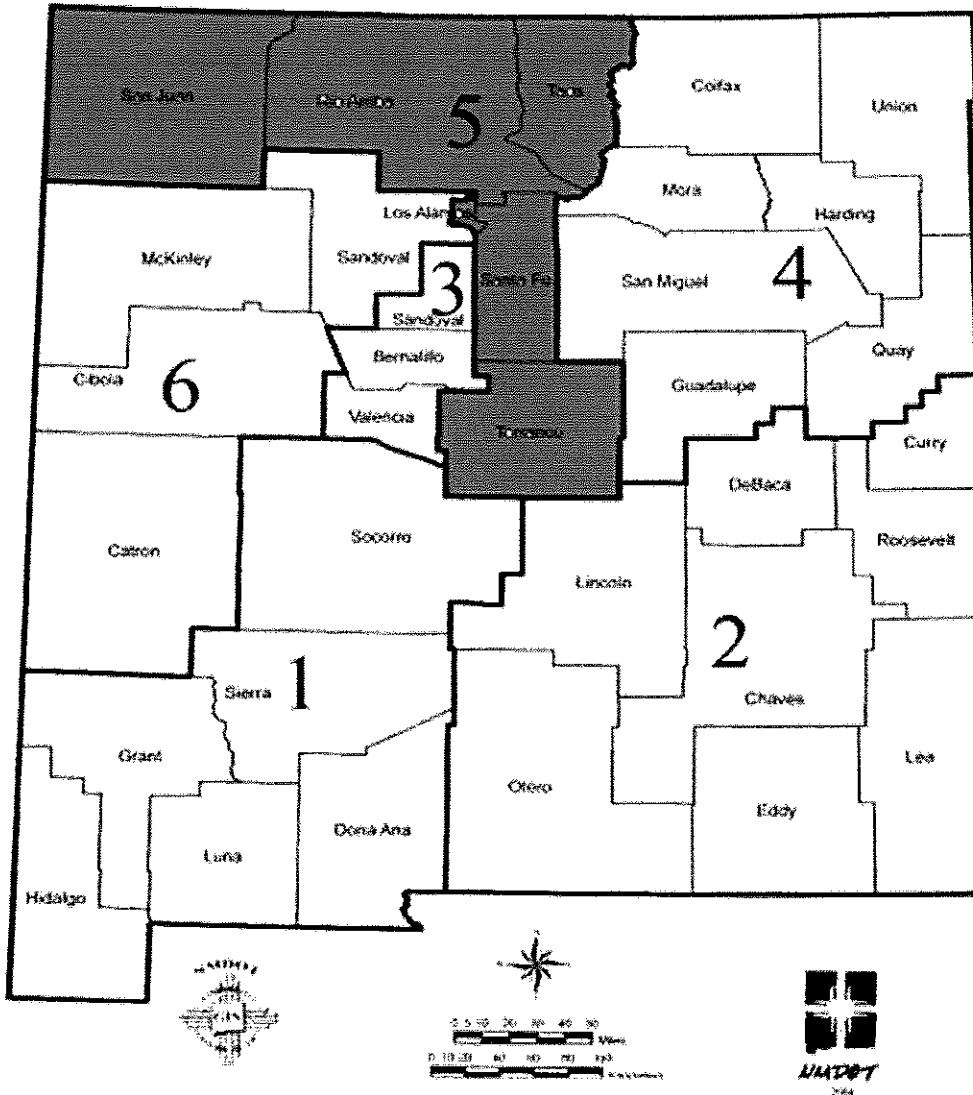
The evaluation criteria shall be based on the lowest cost for each item based on the estimated quantities listed. The quantities listed are estimated and are for bidding purposes only. The actual requirements will be as determined by the Engineer, or his designee and the quantities may be increased or decreased as necessary to meet actual field requirements. The NMDOT does not guarantee any amount of work.

Questions concerning this Price Agreement before award shall be directed to Raelynn Lujan, State Purchasing Division at raelynn.lujan@state.nm.us After award of Price Agreement contact Mr. Corey L. Gonzales, District-5 Area Maintenance Operations Superintendent at: corey.gonzales@state.nm.us

NOTE:

Multiple vendors may be awarded in Santa Fe, Taos, Los Alamos, Rio Arriba, Torrance and San Juan Counties.

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



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Items Awarded:

Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
1	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Clines Corners NM Patrol Yard (4541)	\$114.25						\$120.00			\$120.00	
2	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Estancia, NM Patrol Yard (4542)	\$120.65						\$121.00			\$120.00	
3	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Encino, NM Patrol Yard (4543)	\$125.05						\$126.00			\$124.00	
4	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Mountainair, NM Patrol Yard (4544)	\$129.85						\$126.00			\$128.00	
5	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Moriarty, NM Patrol Yard (4545)	\$114.25						\$118.00			\$116.00	
6	2,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Santa Fe, NM Patrol Yard (4546)	\$92.25						\$131.00			\$110.00	
7	2,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Cerrillos, NM Patrol Yard (4547)	\$100.65						\$131.00			\$114.00	
8	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Alcalde, NM Patrol Yard (4551)				\$89.40						\$110.00	
9	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Ojo Caliente, NM Patrol Yard (4552)				\$97.00				\$95.50		\$110.00	
10	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Questa, NM Patrol Yard (4553)				\$114.00				\$91.00		\$120.00	

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Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
11	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Tres Piedras, NM Patrol Yard (4554)				\$109.40				\$91.00		\$116.00	
12	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Taos, NM Patrol Yard (4555)				\$105.00				\$88.00		\$120.00	
13	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Penasco, NM Patrol Yard (4556)				\$100.60				\$94.50		\$124.00	
14	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Cuyamungue, NM Patrol Yard (4557)				\$94.80						\$124.00	
15	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Chama, NM Patrol Yard (4561)		\$111.50		\$119.40	\$125.00	\$138.00			\$145.00	\$114.00	
16	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Tierra Amarilla, NM Patrol Yard (4562)		\$114.00		\$113.80	\$130.00	\$144.00			\$160.00	\$114.00	
17	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Gallina, NM Patrol Yard (4563)		\$112.75		\$110.60	\$130.00	\$144.00			\$145.00	\$118.00	
18	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Dulce, NM Patrol Yard (4564)		\$108.50		\$129.00	\$120.00	\$134.00			\$130.00	\$118.00	
19	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Farmington, NM Patrol Yard (4565)		\$95.50		\$157.00	\$100.00	\$110.00			\$118.00	\$142.00	
20	1,500	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Bloomfield, NM Patrol Yard (4566)		\$94.00		\$151.80	\$100.00	\$110.00			\$118.00	\$140.00	

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Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
21	3,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Shiprock, NM Patrol Yard (4567)		\$100.00		\$168.20	\$115.00	\$127.00			\$125.00	\$148.00	
22	1,000	Ton	Hot/Cold Plant Mixed Bituminous Pavement – SP V, using HFE 300 emulsion FOB: Contractor's plant site. To be used in areas in District Five. See attached map.	\$87.00	\$90.00		\$87.00	\$100.00	\$110.00	\$112.00	\$86.00	\$110.00	\$96.00	
23	2,000	Ton	HMA, SP IV, Performance Grade Binder 64-22 FOB Contractor's site. To be used in areas within District Five. See attached map.	\$74.20	\$69.00		\$74.20	\$85.00	\$97.00	\$97.00	\$85.00	\$73.00	\$86.00	\$63.75
24	4,500	Ton	Open Graded Friction Course, Performance Grade Binder 70-28+ FOB: Contractor's plant site for areas within District Five. See attached Map.	\$89.00	\$94.50		\$89.00	\$100.00	\$110.00	\$112.00	\$120.00	\$105.00	\$106.00	\$85.00
25	1	Ton	Hauling of asphalt material up to twenty (20) miles using a three (3) axle dump truck, to locations within Southern Rio Arriba or Los Alamos County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$13.00	\$14.50				\$0.60	
26	1	Ton	Hauling of asphalt material up to twenty (20) miles, using either a dump truck with a pup trailer or a tractor with trailers to locations within Southern Rio Arriba County or Los Alamos County. (NMDOT to determine boundary)	\$0.40			\$0.40	\$15.00	\$16.50				\$0.50	
27	1	Ton	Hauling of asphalt material over forty (40) miles to locations within Southern Rio Arriba County or Los Alamos County. (NMDOT to determine boundary)	\$0.40			\$0.40	\$60.00	\$67.00				\$0.48	
28	1	Ton	Hauling of asphalt materials up to twenty (20) miles, using a three (3) axle dump truck, to locations within Northern Rio Arriba County. (NMDOT to determine boundary)				\$0.45	\$13.00	\$14.50				\$0.50	

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Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
29	1	Ton	Hauling of asphalt material up to twenty (20) miles, using either a dump truck with a pup trailer or a tractor with trailers to locations within Northern Rio Arriba County. (NMDOT to determine boundary)		\$7.00		\$0.40	\$15.00	\$16.50			\$1.00	\$0.50	
30	1	Ton	Hauling of asphalt material over twenty (20) miles and up to forty (40) miles to locations within Northern Rio Arriba County. (NMDOT to determine boundary)		\$9.20		\$0.45	\$30.00	\$34.00			\$0.60	\$0.45	
31	1	Ton	Hauling of asphalt material over forty (40) miles to locations within Northern Rio Arriba County. (NMDOT to determine boundary)		\$13.00		\$0.45	\$75.00	\$83.00			\$0.55	\$0.42	
32	1	Ton	Hauling of asphalt materials up to twenty (20) miles, using a three (3) axle dump truck, to locations within Taos County					\$13.00	\$14.50		\$0.55		\$1.00	
33	1	Ton	Hauling of asphalt material up to twenty (20) miles, using either a dump truck with a pup trailer or a tractor with trailers to locations within Taos County.					\$15.00	\$16.50		\$0.45		\$1.00	
34	1	Ton	Hauling of asphalt material over twenty (20) miles to locations within Taos County.					\$60.00	\$67.00		\$0.42		\$1.00	
35	1	Ton	Hauling of asphalt material over forty (40) miles to locations within Taos County.					\$75.00	\$83.00		\$0.40		\$1.00	
36	1	Ton	Hauling of asphalt material up to twenty (20) miles using a three (3) axle dump truck, to locations within Northern Santa Fe County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$13.00	\$14.50				\$1.00	
37	1	Ton	Hauling of asphalt material up to twenty (20) miles, using either a dump truck with a pup trailer or a tractor with trailers to locations within Northern Santa Fe County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$15.00	\$16.50				\$1.00	

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Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
38	1	Ton	Hauling of asphalt material over twenty (20) miles and up to forty (40) miles to locations within Northern Santa Fe County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$30.00	\$34.00				\$1.00	
39	1	Ton	Hauling of asphalt material over forty (40) miles to locations within Northern Santa Fe County. (NMDOT to determine boundary)	\$0.40			\$0.40	\$75.00	\$83.00				\$1.00	
40	1	Ton	Hauling of asphalt material up to twenty (20) miles using a three (3) axle dump truck, to locations within Southern Santa Fe County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$13.00	\$14.50	\$12.00			\$1.00	
41	1	Ton	Hauling of asphalt material up to twenty (20) miles, using either a dump truck with a pup trailer or a tractor with trailers to locations within Southern Santa Fe County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$15.00	\$16.50	\$9.00			\$1.00	
42	1	Ton	Hauling of asphalt material over twenty (20) miles and up to forty (40) miles to locations within Southern Santa Fe County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$30.00	\$34.00	\$13.00			\$1.00	
43	1	Ton	Hauling of asphalt material over forty (40) miles to locations within Southern Santa Fe County. (NMDOT to determine boundary)	\$0.40			\$0.40	\$75.00	\$83.00	\$17.00			\$1.00	
44	1	Ton	Hauling of asphalt material up to twenty (20) miles using a three (3) axle dump truck, to locations within Torrance County. (NMDOT to determine boundary)	\$0.45			\$0.45	\$13.00	\$14.50	\$12.00			\$1.00	
45	1	Ton	Hauling of asphalt material up to twenty (20) miles, using either a dump truck with a pup trailer or a tractor with trailers to locations within Torrance County.	\$0.45			\$0.45	\$15.00	\$16.50	\$9.00			\$1.00	
46	1	Ton	Hauling of asphalt material over twenty (20) miles and up to forty (40) miles to locations within Torrance County.	\$0.45			\$0.45	\$30.00	\$34.00	\$12.00			\$1.00	

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Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
47	1	Ton	Hauling of asphalt material over forty (40) miles to locations within Torrance County	\$0.45			\$0.45	\$75.00	\$83.00	\$17.00			\$1.00	
48	200	Hour	Rental of asphalt laydown machine with qualified foreman, operator, screedman, and two (2) rakers (4 hour minimum) within District Five geographical area. See attached Map.			\$750.00		\$600.00	\$665.00	\$1,800.00	\$700.00	\$750.00	\$600.00	
49	1	Mile	Transportation haul charge for the asphalt laydown machine from the Contractor's equipment storage location to project/job site location to be determined by department			\$30.00		\$50.00	\$55.00	\$375.00	\$65.00	\$55.00	\$25.00	
50	10,000	S.Y	Compaction of Plant Mix Bituminous Pavement in conformance with Section 401.35 of the Department's Standard Specifications. For areas within District Five geographical area. See attached Map.			\$0.75		\$0.95	\$1.05	\$1,100.00	\$0.70	\$0.90	\$0.70	
51	1	Mile	Transportation haul charge for the compaction equipment from the Contractor's equipment storage location to project/job site location to be determined by department			\$30.00		\$50.00	\$55.00	\$375.00	\$65.00	\$55.00	\$25.00	
52	24	Hour	Traffic control urban (within the corporate limits of urban areas with 50,000 population and over). To include all signing and traffic channelization devices for adequate handling of traffic. To be used at the Department's discretion with Bid Item 48 and 50			\$600.00		\$400.00	\$450.00	\$500.00	\$700.00	\$400.00	\$500.00	
53	24	Hour	Traffic Control (rural areas) to include all signing and traffic channelization devices for adequate handling of traffic. To be used at the Department's discretion with Bid Item 48 and 50			\$580.00		\$400.00	\$450.00	\$500.00	\$500.00	\$400.00	\$500.00	
54	24	Hour	Sequential arrow board as required by the Engineer, his designee or the using agency with Bid items 52 thru 61.			\$180.00		\$80.00	\$88.00	\$9.00	\$100.00	\$96.00	\$100.00	

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Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)	Unit Price (AF)	Unit Price (AG)	Unit Price (AH)	Unit Price (AI)	Unit Price (AJ)	Unit Price (AK)
55	500	Each	Re-established temporary centerline striping w/tabs to be used with Bid Item 48 and 50.			\$8.80		\$3.00	\$4.00	\$3.90	\$8.00	\$3.60	\$10.00	
56	2,000	Ton	Warm Mix Asphalt, SP IV, Performance Grade Binder 64-22. FOB: FOB Contractor's plant site for areas within District Five. See attached map	\$88.00	\$69.00		\$88.00	\$85.00	\$94.00	\$97.00	\$84.00	\$75.00	\$90.00	\$64.00
57	45	Ton	Warm Mix Asphalt, SP V, Performance Grade Binder 64-22. FOB: FOB Contractor's plant site for areas within District Five. See attached Map	\$88.00	\$83.50		\$88.00	\$100.00	\$110.00	\$97.00	\$87.00	\$80.00	\$92.00	\$65.25
58	2,000	Ton	HMA, SP V, Performance Grade Binder 64-22 FOB: FOB Contractor's site. For areas within District Five. See attached Map	\$74.20	\$83.50		\$74.20	\$100.00	\$110.00	\$97.00	\$83.00	\$78.00	\$88.00	\$65.25
59	45	Ton	Hydrated lime to be used at Department's discretion.	\$210.00	\$225.00		\$210.00	\$300.00	\$335.00	\$246.00	\$200.00	\$275.00	\$300.00	

*** 59 Items Total ***