Price Agreement Amendment

Awarded Vendor:
2 Vendors

Telephone No.

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Price Agreement Number: 61-805-16-14054
Price Agreement Amendment No.: Three
Term: March 21, 2016 – March 20, 2020

Procurement Specialist: Raelynn Lujan
Telephone No.: (505) 827-0484
Email: raelynn.lujan@state.nm.us

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

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 March 21, 2019 to March 20, 2020 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 1/4/2019
Price Agreement Amendment

Awarded Vendor
2 Vendors

Telephone No. ____

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Price Agreement Number: 61-805-16-14054
Price Agreement Amendment No.: Two
Term: March 21, 2016 – March 20, 2019

Procurement Specialist: Yuliastuti Wulandari
Telephone No.: (505) 827-0485

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

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 March 21, 2018 to March 20, 2019 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

[Signature]
New Mexico State Purchasing Agent

Date: 1/22/18

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors

Telephone No.: _________

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

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 March 21, 2017 to March 20, 2018 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Date: 1/25/17

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
Awarded Vendor:
2 Vendors (see page 7)

Telephone No.: 

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

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

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

Term: March 21, 2016-March 20, 2017

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 3/17/16
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, 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 13-1-99 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. 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. 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 proposal 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. 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://insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and

(2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico!
New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx
Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

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

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

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

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

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

Article V – Termination
This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

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.
Awarded Vendors:

(AA) 0000051537
Dismuke Construction Company
PO Box 30354, Sta. D
Albuquerque, NM 87190-0354
505-362-5032

(AB) 0000045183
IPRLTD.
3740 Hawkins
Albuquerque, NM 87109
505-292-3331
Establish a Price Agreement for Crack Sealing of Hot Mix Asphalt and Concrete Pavements for the New Mexico Department of Transportation. Work shall consist of sealing of cracks in pavement with sealant material to prevent water from entering the underlying materials which may cause stripping, pumping, sub-grade and base failure. This price agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Price Agreement, the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications. They are available on the NMDOT website, at the following link: http://dot.state.nm.us/en/PSE.html and they are available for purchase at the General Office Financial Control Office contact (505) 827-5338.

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.

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

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

Performance, Payment and Material Bonds:
Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a 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 vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. 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 invoice at current rates as a separate item to be paid by users.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, 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.

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

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

Bid Review:
The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

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

Items 001 to 014 - District One
Items 015 to 028 - District Two
Items 029 to 042 - District Three
Items 043 to 056 - District Four
Items 057 to 070 - District Five
Items 071 to 084 - District Six

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

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

Utilization of Vendors:
The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to complete a project shall be based on the purchase order.

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 vendor.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor not offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor 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 Contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

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 User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at:
http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks

The Contractor Agrees To:
A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.

B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.

C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

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

D. Comply with state laws and rules pertaining to Worker’s Compensation Insurance Coverage for its employees. If the Contractor fails to comply with the Worker’s Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

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.

   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 therefrom.

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

- Bodily Injury Liability:
  - $1,000,000 each person; $2,000,000 each occurrence (annual aggregate)

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

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

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

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

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

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the New Mexico Department of Transportation 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 New Mexico Department of Transportation 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 New Mexico Department of Transportation 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 New Mexico Department of Transportation, 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 New Mexico Department of Transportation 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 Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.
SPECIFICATIONS FOR CRACK SEALING – HOT MIX ASPHALT AND CONCRETE PAVEMENTS:

Specifications for Joint Sealants, Hot Applied, Elastomeric-Type, for Portland Cement Concrete Pavements AASHTO Designation: M 282-99 (ASTM Designation: D 3406-95):

All applicable sections of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current Special Provisions and Supplemental Specifications shall apply and be considered an integral part of these specifications.

All work done under this contract shall meet the following specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications:

Section 452.3 Construction Requirements

1.0 Scope

1.1 This specification covers a one component, hot-applied elastomeric type concrete joint sealant resistant to weathering, for use in sealing joints and cracks in Portland cement concrete pavements.

1.2 This standard is not intended to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use. Specific precaution statements are given in appendix XI.

2.0 Referenced Documents

2.1 ASTM Standards

D 5167 practice for melting of hot-applied joint and crack sealant and filler for evaluation
D 5249 specification for backer material for use with cold and hot-applied joint sealants in Portland cement concrete and asphalt joints
D 5329 test methods for sealants and fillers, hot-applied, for joints and cracks in asphaltic and Portland cement concrete pavements.

3.0 General Requirements

3.1 The joint sealant, when in place, shall form a resilient and cohesive compound that is resistant to weathering, and shall effectively seal joints in concrete throughout repeated cycles of thermal expansion and contraction, and against the infiltration of moisture and incompressible. It shall not flow from the joint or be picked up by vehicle tires. The joint sealant, before placement, shall be stable at the safe heating temperature for up to 6 hours. The poured joints shall be free of internal voids due to placement or that develop subsequently while in service.

4.0 Physical Requirements
4.1 Safe Heating Temperature - The highest temperature to which the sealing compound can be heated &
still conform to all the requirements specified herein. For the purposes of testing as specified hereafter,
the pouring temperature for specimen preparation shall be the safe heating temperature, as
recommended by the sealant manufacturer. The safe heating temperature shall be shown on all
containers & shall be provided to the testing agency before any laboratory tests are begun. The safe
heating temperature shall be a minimum of 20 degrees F (11 degrees C) Higher than the
manufacturer’s recommended application temperature. (See appendix XI).

4.2 Cone Penetration - Non-immersed at 77 +/- 0.2 degrees F (25 +/- 0.1 degrees C) 150 grams for 5
seconds shall not exceed 130 units.

4.3 Flow - There shall be no flow after 72 hours at 158 +/- 2 degrees F (70 +/- 1 degree C)

4.4 Bond - The sealant shall be tested at 0 +/- 2 degrees F (-17.8 +/- 1.1 degree C) for three complete
cycles of 50 percent extension each. All three specimens shall meet the following requirements for
bond.

4.4.1 Non-immersed - No specimen shall develop any crack, separation, or other opening in the sealing
compound or between the sealing compound & the concrete blocks.

4.4.2 Water Immersed - No specimen shall develop any crack, separation, or other opening in the sealing
compound or between the sealing compound and the concrete blocks.

4.5 Resilience - When tested at 77 +/- 0.2 degrees F (25 +/- 0.1 degree C). The recovery shall be a
minimum of 60 %.

4.6 Resilience Oven Aged - When conditioned in a forced draft oven maintained at 158 +/- 2 degrees F (70
 +/- 1 degree C) for 24 hours, & tested at 77 +/- 0.2 degree F (25 +/- 0.1 degree C) The recovery shall
be a minimum of 60 percent.

4.7 Artificial Weathering - After 160 hours of exposure, the joint sealant shall not flow, show tackiness,
the presence of an oil-like film or reversion to a mastic-like substance, form surface blisters, either
intact or broken, form internal voids, have surface crazing, cracking, hardening, or loss of rubber-like
properties. Evidence of physical change in the surface of the material by visual & tactile examination
shall constitute failure of this test.

4.8 Tensile Adhesion - The average of three test specimens shall be a minimum of 500 percent elongation.

4.9 Flexibility - When conditioned in forced draft oven maintained at 158 +/- 2 degrees F (70 +/- 1 degree
C) for 72 hours, and bent at 90 degrees over a 0.25 inch (6.4mm) diameter mandrel, the specimen shall
have no indication of surface crazing or cracking.

5. Sampling and Heating

5.1 Sampling
5.1.1 Samples may be taken at the plant or warehouse prior to delivery or at the time of delivery, at the option of the Purchaser. If sampling is done prior to shipment, the inspector representing the Purchaser shall have free access to the material to be sampled. The inspector shall be afforded material to be sampled. The inspector shall be afforded all reasonable facilities for inspection and sampling which shall be conducted so as not to interfere unnecessarily with the operation of the works.

5.1.2 Samples shall consist of one of the manufacturer’s original sealed containers selected at random from the lot or batch of finished material. A batch or lot shall be considered as all finished material that was manufactured simultaneously or continuously as a unit between the time of compounding and the time of packaging or placing in shipping containers.

5.1.3 The sealant portion for testing shall be obtained from the selected manufacturer’s original sealed container in accordance with practice D 5167. The sample portion for testing which is added to and heated in the melter shall weigh a minimum of 2500 grams.

5.2 Heating - Heat the material in accordance with practice D 5167.

5.2.1 Initial Melting - Heat the oil bath in the melter to the safe heating temperature of the sealant being tested. Add the sample according to instructions in practice D 5167. After the sample has been added, the oil bath temperature may be increased to not more than 20 F (11 C) higher than the sealant safe heating temperature, to raise the sealant temperature to the safe heating temperature within the required 1 hour as stated in practice D 5167.

5.2.2 Extended Heating - Continue heating the sample at the safe heating temperature until 6 hours have elapsed after adding the first segment to the melter. Test specimens for evaluation are then immediately poured from the material that has been heated for 6 hours.

6. Test Methods

6.1 The physical properties enumerated in this specification shall be determined in accordance with method D 5329.

7. Packaging & Package Marking

7.1 The joint sealant shall be packaged in 5-gallon (18.9 liter) sealed containers or as otherwise specified by the user. Each container shall be clearly marked with the name and address of the manufacturer, the trade name of the sealant, specification designation, the manufacturer’s batch or lot number, recommended application temperature, safe heating temperature, & application instructions, unless otherwise specified in the contract or purchase order.

Appendix:

X1.0 Precaution on use and application of joint sealant, hot applied, elastomeric-type, for portland cement concrete pavements.

X1.1 Temperature Control - Some, if not all the known materials conforming to this specification may be damaged by heating to too high a temperature, reheating, or by heating for too long a time. Ensure equipment for heating and application that is suitable for the purpose and approved by the
manufacturer of the sealant. Direct heating shall not be used. The sealant should be heated in a kettle or melter constructed as a double boiler, with a space between the inner and outer shells filled with high-flash heat transfer oil. Positive temperature control, mechanical agitation, and circulating pump should be provided.

X1.2 Pavement Joints in New Construction - Before sealant is applied into new construction pavement joints, the joints should be dry, clean of all scale, dirt, dust, curing compound, and other foreign material. The joints to be sealed are to be thoroughly sandblasted, sidewalls of the joint space should be thoroughly sandblasted and blown clean of loose sand by high pressure air of 100 PSI (689 KPA) minimum. Compressors should be equipped with adequate oil and a water trap to ensure that the compressed air is not contaminated. The joints should then be sealed by the use of a double-boiler melter or applicator, as described in X1.1. If the joints are cleaned by jet water blasting, jet water-blast machine shall be capable of discharging water at a rate of 8500 to 10,000 PSI (58.6 to 68.9 MPA) pressure and 20 to 22 gal of water/min (75.7 to 83.3 l of water/min). Joints shall be thoroughly dry before installation of backer rod, and then sealed using a melter or applicator as described in X1.1.

X1.3 Pavement Joints to be Resealed - When sealant covered by this specification is used for maintenance and resealing of joints that have previously been sealed with similar or dissimilar sealant, it is recommended that the joints be thoroughly cleaned with a plow, router, concrete saw, or other suitable tool or tools designed for the purpose of neatly cleaning pavement joints without spalling the joint. Loose material should be blown free of the joint. The joint sidewalls should be thoroughly sandblasted and blown free of loose sand with high pressure air of 100PSI (689 KPA) minimum. Compressors should be equipped with adequate oil and water trap to ensure that compressed air is not contaminated. The joints should then be sealed using a melter or applicator as described in X1.1. If joints are cleaned by jet water-blasting, the jet water-blast machine will be capable of discharging water 8500 to 10,000 PSI (58.6 to 68.9 MPA) pressure and 20 to 22 gal of water/min (75.5 to 63.3 l of water/min). Joints should be thoroughly dry before installation of backer rod or bond breaker. Joints should be sealed with a melter or applicator as described in X1.1.

X1.4 Backer Rod or Bond Breaker - The use of backer rod or bond breaker in the joint to be sealed is recommended to control the depth of the sealant, and to achieve the desired joint shape factor. Backup material and bond breakers should be compatible with the sealant. Due to elevated temperatures of sealants at application temperatures, exercise care in the selection of suitable back-up materials. Backer material should meet requirements of specification D 5249.

X1.5 Workmanship - Practice care in applying the sealant to avoid overfilling of the joint space. Joints should be filled in a neat workmanlike manner to within 0.125 to 0.25 in. (3.2 to 6.4 mm) below flush with the pavement surface.

X1.6 Caution - As this material may contain polyvinyl chloride and coal-tar derivatives, special care must be taken when using this material. The manufacturer shall state necessary precautions clearly on the container and shall supply the applicator with U.S. Department of Labor material and safety data sheet (OSHA form 20), so that proper safe handling and application techniques may be used.

Specifications for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
AASHTO Designation M 324-08 (ASTM Designation D 6690-06a):
All applicable sections of The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction current edition, current special provisions and Supplemental Specifications shall apply and be considered an integral part of these specifications.

All work done under this contract shall meet the following specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications:

**Section 411: Hot-Poured Crack Sealant**

1. Scope:

1.1 This specification covers joint and crack sealants of the hot-applied type intended for use in sealing joints and cracks in Portland cement concrete and asphalt pavements.

1.2 The values stated in SI units are the standard.

1.3 This standard is not intended to cover the properties required of sealants for use in areas of Portland cement concrete or asphaltic pavement subject to jet fuel or other fuel spillage such as vehicle and/or aircraft refuel and maintenance areas.

1.4 This standard is not intended to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.

2. Referenced Documents:

2.1 ASTM Standards

D 1190 Specification for concrete joint sealer, hot-applied elastic type.
D 3405 Specification for joint sealants, hot-applied for concrete and asphalt pavements.
D 5167 Practice for melting of hot-applied joint and crack sealant and filler for evaluation.
D 5249 Specification for backer material for use with cold and hot-applied joint sealants in Portland cement concrete and asphalt joints
D 5329 Test methods for sealants and fillers, hot-applied, for joints and cracks in asphalitic and Portland cement concrete pavements.

2.2 Federal Specification

SS-S-1410C

3. General Requirements:

3.1 The sealant shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints and cracks in concrete and asphaltic pavements against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and that will not, at ambient temperatures, flow from the joint or be picked up by vehicle tires. The material shall be capable of being brought to a uniform pouring
consistency suitable for completely filling the joints without inclusion of large air holes or discontinuities and without damage to the material. It shall remain relatively unchanged in application characteristics for at least 6 H at the recommended pouring temperature in the field.

4. Classification:

4.1 Type I

A joint and crack sealant capable of maintaining an effective seal in moderate climates. The material is tested for low temperature performance at -18C using 50% extension (specification D 6690).

4.2 Type II

A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29C using 50% extension (specification D 6690).

4.3 Type III

A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29C using 50% extension. Special tests are included (Federal Spec. SS-S-1401C).

4.4 Type IV

A joint and crack sealant capable of maintaining an effective seal in most climates experiencing very cold temperatures. Material is tested for low temperature performance at -29C using 200% extension.

Note: It is the responsibility of the New Mexico Department of Transportation to determine which type is most applicable to their conditions.

5. Physical Requirements:

5.1 Maximum Heating Temperature - The maximum heating temperature is the highest temperatures to which a sealant can be heated and still conform to all the requirements specified herein. For purposes of testing as specified hereinafter, the application temperature hereinafter, the application temperature shall be the same as the maximum heating temperature. The maximum heating temperature shall be set forth by the manufacturer and shall be shown on all containers and shall be provided to the testing agency before any laboratory tests are begun.

6. Sampling and Heating:

6.1 Sampling

6.1.1 Samples may be taken at the plant or warehouse prior to delivery or at the time of delivery, at the option of the purchaser, if sampling is done prior to shipments, the inspector representing the purchaser shall have free access to the material to be sampled. The inspector shall be afforded all reasonable
facilities for inspection sampling which shall be conducted so as not to interfere unnecessarily with the operation of the works.

6.1.2 Samples shall consist of one of the manufacturer’s original sealed containers selected at random from the lot or batch of finished material. A batch or lot shall be considered as all finished material that was manufactured simultaneously or continuously as a unit between the time of compounding and the time of packaging or placing in shipping containers.

6.1.3 Obtain the sealant portion for testing from the selected manufacturer’s original sealed container in accordance with practice D 5167. The sample portion added to and heated in the melter shall weigh $800 \pm 50$ g, for types I, II, IV, and $1600 \pm 50$ g for type III. Both pots of the melter described in practice D 5167 shall be used for type III.

6.2 Heating - Heat the material accordance with practice D 5167.

6.2.1 The oil bath in the melter shall be heated to a temperature between the sealant’s maximum heating temperature and (42°C) above the sealant’s maximum heating temperature. Never allow the oil temperature to exceed (288°C). Add the sealant to the melter according to the instructions in practice D 5167, after the sample has been added to the melter; regulate the oil temperature within the listed temperature limits while raising the sealant’s temperature to manufacturer’s recommended maximum heating temperature within the required 1 hour of time, as stated in practice D 5167. Immediately upon reaching the maximum heating temperature, pour samples for testing except for type III which shall be heated for 3 hours from the time of first addition to the melter.

7. Test Methods:

7.1 The physical requirements enumerated in this specification shall be determined in accordance with test methods D 5329.

8. Packaging and Marking:

8.1.1 The sealing compound shall be delivered in the manufacturer’s original containers. Each container shall be legibly marked with the name of the manufacturer, the trade name of the sealant, the manufacturer’s batch, or lot number and specification number and type, the minimum application temperature and the maximum heating temperature. The maximum heating temperature must be at least 11°C (20°F) higher than the minimum application temperature.

X1. Appendix

X1.1 Some if not all, materials conforming to this specification may be damaged by heating to too high a temperature, reheating, or by heating for too long a time. Care should be exercised to secure equipment for heating and application that is suitable for the purpose and approved by the manufacturer of the material. The material should be heated in a kettle or melter constructed as a double boiler, with the space between the inner and outer shells filled with oil or other heat transfer medium. Thermostatic control for the heat transfer medium shall be provided and shall have sufficient sensitivity to maintain sealant temperature within the manufacturer’s specified application temperature range. Temperature indicating devices shall have intervals no greater than SF (2.8°C) and shall be calibrated as required to
assure accuracy. The melter shall have a continuous sealant agitation and mixing system to provide uniform viscosity and temperature of material being applied. If equipped with an application system to deliver sealant to the pavement, the melter shall incorporate a recirculation pump or other means of maintaining sealant temperature in the delivery system. Sealant that has been damaged due to overheating, reheating or prolonged heating may experience poor adhesion, softening or bleeding, difficult application, or jelling in the melter. Direct heating must not be used. As a means of ascertaining whether or not the material covered by this specification is being or has been damaged in the field as a result of overheating, reheating, or prolonged heating, flow panel specimens may be prepared periodically by drawing off sealant directly from the melter-applicator during sealing operations and then tested for flow according to the methods of testing materials covered by this specification. Flow in excess of 3.0 mm for type II, III, and IV, and 5.0 mm for type I would indicate damage to material caused by improper heating procedures.

X1.2 Pavement joints in new construction for application of material covered by this specification should be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The sidewalls of the joint space to be sealed should then be thoroughly sandblasted, blown clean of loose sand by high-pressure air, and sealed by use of the melter-applicator described in X1.1.

X1.3 When material covered by this specification is used for maintenance or resealing of joints that have contained either similar or dissimilar sealing material, it is recommended that the joint be dry, cleaned thoroughly with a plow, router, wire brush, concrete saw, or other suitable tool or tools designed for the purpose of neatly cleaning pavement joints. Loose material should be blown out. The sidewall of the joint space to be sealed should be thoroughly sandblasted, blown free of loose sand with high-pressure air and then sealed with material by use of the melter-applicator described in X1.1.

X1.4 The use of a backer material or bond breaker in the bottom of the joint to be filled with material covered by this specification is recommended to control the depth of the sealant and achieve the desired shape factor, and to support the sealant against indentation and sag. Backup materials and bond breakers should be compatible with the material. Due to the elevated temperatures of application of material covered by this specification, care should be exercised in the selection of the suitable backer materials. Refer to specification D 5249 for recommended backer material.

X1.5 Care should be practiced in the application of material covered by this specification to avoid overfilling of the joint space. Joints should be filled in a neat workmanlike manner from 1/8 inch to 1/4 inch (3 to 6mm) below the adjacent pavement surface.

Special Warranty:
The Contractor shall furnish a five (5) year warranty to The New Mexico Department of Transportation from the manufacturer of the crack/joint sealant material which shall read as follows:

“We hereby warrant that our crack/joint seal material used to seal the cracks/joints in the pavement from M.P. _______ to M.P. _______ on the New Mexico route _________ shall prevent infiltration of water and/or foreign material through the joint under normal usage, shall not flow, have loss of bond or cohesive failure, blister, bubble or crack, or lose resilient rubber-like properties. This warranty is for a period of five (5) years from the date of placement and any defective material shall be replaced and new sealant applied at no cost to The New Mexico Department of Transportation”.
Method of Measurement and Payment:
Pay Items containing specifications for AASHTO M324-08 or ASTM D6690-06a, type I or Type II will be measured and paid for by the pound. Joint Sealing utilizing these items shall only apply to concrete/asphalt joint interfaces where the asphalt pavement butts up to concrete pavement or curb and gutter. Items containing specifications for AASHTO M282-99 or ASTM D3406-95 will be measured and paid for by the linear feet. Joint Sealing utilizing these items shall only apply to concrete interfaces. Backer Rod for these items shall be incidental to the Joint Sealing.

All quantities are to be measured by the District Engineer or their designee and shall be considered final. All payments for quantities shall be based off the same determination and will also be considered final.

Traffic Control will be paid for by the hour as applicable for restricted or non-restricted work as indicated in the purchase order.

Traffic Control:
The Contractor shall abide with the New Mexico Department of Transportation standard specifications for road and bridge construction, most current edition and 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 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 Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (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 the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (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 contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local 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 Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' 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 Price Agreement may be cancelled effective immediately.

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

NM Department of Transportation
District One
P.O. Box 231
Deming, NM 88030-0231

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

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

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

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

NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159
Escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

An approved escalation will be evaluated on an ongoing basis the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT 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 final. All payments for quantities shall be based off the same determination and will also be considered final.

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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<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District One. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)</td>
<td>AA)$5.00</td>
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<td></td>
<td>AB)$0.97</td>
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<tr>
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<td>LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District One. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)</td>
<td>AA)$3.00</td>
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<td></td>
<td>AB)$0.97</td>
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<td>Quantity</td>
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<tr>
<td>011</td>
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<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District One. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)</td>
<td>$2.45</td>
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<td>mi</td>
<td>Mobilization to District One - one way as defined</td>
<td>$8.00</td>
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<td>Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District One.</td>
<td>$450.00</td>
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<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)</td>
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<td>lbs</td>
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<td>lbs</td>
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<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)</td>
<td>$1.25</td>
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<td>Description</td>
<td>Price (AA)</td>
<td>Price (AB)</td>
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<tr>
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<tr>
<td>022</td>
<td>100,000</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)</td>
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<td>$1.39</td>
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<td>$.97</td>
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<td>$.97</td>
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<td>99,999</td>
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<td>$.97</td>
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<td>$100.00</td>
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<td>20,000</td>
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<td>$.137</td>
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<td>Description</td>
<td>Unit Price</td>
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<tr>
<td>032</td>
<td>60,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)</td>
<td>AA) $1.70</td>
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<td>AB) $1.45</td>
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<td>033</td>
<td>90,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)</td>
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<td>034</td>
<td>90,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)</td>
<td>AA) $1.45</td>
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<td>AB) $1.45</td>
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<td>035</td>
<td>100,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)</td>
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<td>AB) $1.32</td>
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<td>AB) $0.97</td>
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<td>038</td>
<td>50,000 LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Three. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)</td>
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<td>039</td>
<td>99,999 LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Three. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)</td>
<td>AA) $2.45</td>
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<td>AB) $0.97</td>
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<tr>
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<td></td>
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<td>AB) $5.00</td>
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<td>600 hr</td>
<td>Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Three</td>
<td>AA) $450.00</td>
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<td></td>
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<td>AB) $100.00</td>
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<tr>
<td>042</td>
<td>600 hr</td>
<td>Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Three</td>
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<td>AB) $90.00</td>
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<td><strong>Quantity</strong></td>
<td><strong>Description</strong></td>
<td><strong>Unit Price</strong></td>
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<td>043</td>
<td>20,000 lbs</td>
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<td>AA) $2.00, AB) $1.45</td>
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<tr>
<td>044</td>
<td>20,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)</td>
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<td>60,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)</td>
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<td>046</td>
<td>60,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)</td>
<td>AA) $1.75, AB) $1.50</td>
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<tr>
<td>047</td>
<td>90,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)</td>
<td>AA) $1.40, AB) $1.45</td>
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<tr>
<td>048</td>
<td>90,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)</td>
<td>AA) $1.45, AB) $1.50</td>
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<tr>
<td>049</td>
<td>100,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)</td>
<td>AA) $1.25, AB) $1.37</td>
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<tr>
<td>050</td>
<td>100,000 lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)</td>
<td>AA) $1.35, AB) $1.45</td>
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<tr>
<td>051</td>
<td>10,000 LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Four. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)</td>
<td>AA) $5.00, AB) $0.97</td>
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<td>052</td>
<td>50,000 LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Four. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)</td>
<td>AA) $3.00, AB) $0.97</td>
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<tr>
<td>Item</td>
<td>Quantity</td>
<td>Unit</td>
<td>Description</td>
<td>Price</td>
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<tr>
<td>053</td>
<td>99,999</td>
<td>LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Four. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)</td>
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<td>mi</td>
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<td>A)$450.00, B)$100.00</td>
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<td>056</td>
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<td>Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Four</td>
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<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)</td>
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<td>058</td>
<td>20,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)</td>
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<td>lbs</td>
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<td>060</td>
<td>60,000</td>
<td>lbs</td>
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<td>90,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)</td>
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<td>062</td>
<td>90,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)</td>
<td>A)$1.45, B)$1.50</td>
</tr>
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<td>Item</td>
<td>Quantity</td>
<td>Description</td>
<td>Type</td>
<td>Price</td>
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| 063  | 100,000  | Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs) | AA) $1.25  
atti $1.37 |
| 064  | 100,000  | Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs) | AA) $1.35  
atti $1.40 |
| 065  | 10,000   | Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Five. AASHTO M282-99 or ASTM D3406-95 (1 to 10,000 L.F.) | AA) $5.00  
atti $.97 |
| 066  | 50,000   | Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Five. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.) | AA) $3.00  
atti $.97 |
| 067  | 99,999   | Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Five. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.) | AA) $2.45  
atti $.97 |
| 068  | 2,000    | Mobilization to District Five - one way as defined | AA) $8.00  
atti $10.00 |
| 069  | 600      | Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Five | AA) $450.00  
atti $100.00 |
| 070  | 600      | Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Five | AA) $50.00  
atti $90.00 |
| 071  | 20,000   | Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs) | AA) $2.00  
atti $1.55 |
| 072  | 20,000   | Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs) | AA) $2.05  
atti $1.60 |
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<tr>
<th>Code</th>
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<th>Unit</th>
<th>Description</th>
<th>AA</th>
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<td>073</td>
<td>60,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)</td>
<td>$1.70</td>
<td>$1.45</td>
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<td>074</td>
<td>60,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)</td>
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<td>$1.50</td>
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<td>90,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000)</td>
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<td>076</td>
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<td>lbs</td>
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<td>$1.45</td>
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<td>077</td>
<td>100,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)</td>
<td>$1.25</td>
<td>$1.35</td>
</tr>
<tr>
<td>078</td>
<td>100,000</td>
<td>lbs</td>
<td>Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)</td>
<td>$1.35</td>
<td>$1.40</td>
</tr>
<tr>
<td>079</td>
<td>10,000</td>
<td>LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Six. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)</td>
<td>$5.00</td>
<td>$.97</td>
</tr>
<tr>
<td>080</td>
<td>50,000</td>
<td>LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Six. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)</td>
<td>$3.00</td>
<td>$.97</td>
</tr>
<tr>
<td>081</td>
<td>99,999</td>
<td>LF</td>
<td>Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Six. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)</td>
<td>$2.45</td>
<td>$.97</td>
</tr>
<tr>
<td>082</td>
<td>2,000</td>
<td>mi</td>
<td>Mobilization to District Six - one way as defined</td>
<td>$8.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Time</td>
<td>Hours</td>
<td>Description</td>
<td>Rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
<td>------------------------------------------------------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>083</td>
<td>600</td>
<td>Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Six</td>
<td>AA) $450.00, AB) $100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>084</td>
<td>600</td>
<td>Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Six</td>
<td>AA) $50.00, AB) $90.00</td>
<td></td>
<td></td>
</tr>
</tbody>
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