



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
3 Vendors

Telephone No.

Price Agreement Number: 60-805-16-14388

Price Agreement Amendment No.: Six

Term: April 30, 2016 – April 29, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:
New Mexico Department of Transportation
District three
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750

Email: raelynn.lujan@state.nm.us

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

Title: **Asphalt Concrete Hot Laid in Place**

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 April 30, 2019 to April 29, 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

Richard Rodriguez

Acting Director, State Purchasing Division

Date: 3/18/2019

AM



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
3 Vendors

Price Agreement Number: 60-805-16-14388

Price Agreement Amendment No.: Five

Term: April 30, 2016 – April 29, 2019

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Invoice:
New Mexico Department of Transportation
District Tree
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750

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


Title: **Asphalt Concrete Hot Laid in Place**

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 April 30, 2018 to April 29, 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


New Mexico State Purchasing Agent

Date: April 24, 2018



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Price Agreement Number: 60-805-16-14388

Price Agreement Amendment No.: Four

Term: April 30, 2016-April 29, 2018

Ship To:
New Mexico Department of Transportation
(Various Locations)

Invoice:
New Mexico Department of Transportation
District Three
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750

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

Procurement Specialist: Eric Sanchez *ES*

Telephone No.: (505) 827-0554

Title: Asphalt Concrete Hot Laid in Place

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:

See attached page for price corrections.

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

Angela Martinez

New Mexico State Purchasing Agent

Date: 8/23/17

Amendment number four for price agreement 60-805-16-14388 price corrections.

Change prices of item #22 from \$12.25 to \$14.75 for vendor (AB) Mountain States Constructors, Inc.

From \$13.70 to \$15.00 for vendor (AC) Star Paving Company. Prices were incorrectly transcribed from bid tabulation.

Change prices of item #47 from \$0.82 to \$0.75 for vendor (AA) Albuquerque Asphalt

From \$0.95 to \$0.80 for vendor (AB) Mountain States Constructors, Inc.

From \$2.00 to \$1.50 for vendor (AC) Star Paving Company. Prices were incorrectly transcribed from bid tabulation.



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000047738
Albuquerque Asphalt, Inc.
PO Box 66450
Albuquerque, NM 87193


Telephone No.: 505-831-7311

Price Agreement Number: 60-805-16-14388

Price Agreement Amendment No.: Three

Term: April 30, 2016-April 29, 2018

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:
New Mexico Department of Transportation
District Three
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750

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

Title: **Asphalt Concrete Hot Laid in Place**

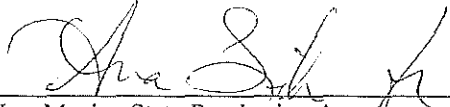
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Change price of Item number 22 for vendor (AA) Albuquerque Asphalt to reflect \$13.79 instead of \$10.34 shown on amendment number one. Item was incorrectly transcribed from vendors bid.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 7/3/17



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Telephone No.: _____


Price Agreement Number: 60-805-16-14388

Price Agreement Amendment No.: Two

Term: April 30, 2016-April 29, 2018

Ship To:
New Mexico Department of Transportation
(Various Locations Throughout District 3)

Invoice:
New Mexico Department of Transportation
District Three
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750
For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554


Title: Asphalt Concrete Hot Laid In-Place

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 April 30, 2017 to April 29, 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


New Mexico State Purchasing Agent

Date: 3/14/17



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendors:

3 vendors

(AA) Albuquerque Asphalt, Inc.

(AB) Mountain States Constructors, Inc.

(AC) Star Paving Company

Price Agreement Number: **60-805-16-14388**

Price Agreement Amendment No.: **One**

Term: **April 30, 2016 – April 29, 2017**

Ship To:

**New Mexico Department of Transportation
(Various Locations throughout District 3)**

Procurement Specialist: **Gabriel Aragon**

Telephone No.: **(505) 827-0610**

Invoice:

**New Mexico Department of Transportation
District Three
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750**

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

Title: Asphalt Concrete Hot Laid In-Place

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.

To add the prices inadvertently left out on pages 17 – 21.

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: 05/05/2016



State of New Mexico General Services Department

Price Agreement

Awarded Vendors:
3 vendors – See Page 6

Price Agreement Number: 60-805-16-14388

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
(Various Locations throughout District 3)

Procurement Specialist: Gabriel Aragon

Telephone No.: 505-827-0610

Email: Gabriel.Aragon1@state.nm.us

Invoice:
New Mexico Department of Transportation
District Three
7500 East Frontage Road
PO Box 91750
Albuquerque, NM 87199-1750

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

Title: Asphalt Concrete Hot Laid In-Place

Term: April 30, 2016 thru April 29, 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



New Mexico State Purchasing Agent

Date: 04/26/2016

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14388

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14388

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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.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 it self.

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/Pay_Equity.aspx

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14388

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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

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14388

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Awarded Vendors:

(AA)

0000047738
Albuquerque Asphalt, Inc.
PO Box 66450
Albuquerque, NM 87193
Phone: (505) 831-7311
Email: bobw@alb-asphalt.com

(AB)

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

(AC)

0000048540
Star Paving Company
3109 Love Rd SW
Albuquerque, NM 87121
Phone: (505) 877-0380
Email: monica@starpaving.com

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14388

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Establish a Price Agreement for Asphalt Concrete Hot Laid In-Place, SP-III & SP-IV placed, compacted and finished for The New Mexico Department of Transportation (NMDOT); District 3.

All work performed under this contract shall meet the applicable specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and 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.

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 price agreement is for a period of one (1) year from date of award with an option to extend for a period of three (3) years, on a year-by-year basis, by mutual agreement of all parties and the approval of the State Purchasing Director at the same prices, terms and conditions. This price agreement shall not exceed four (4) years.

Performance and Payment and Materials 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. The cost of the performance bond will be borne by the contractor and is considered incidental to performing the work.

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.

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. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

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 District Three. Items shall be awarded to multiple vendors for District Three as follows:

Items 001 to 063 – District Three

For a bid to be considered for award to the 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 group.

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 total purchase order for that specific project/task.
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 including scheduling 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 designee. All supporting documentation shall be maintained in the project file.

Public Works Minimum Wage Act:

This is a Public Works price agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the State Labor Commission, Santa Fe, New Mexico shall be in effect and utilized by the vendor during the term of this price agreement.

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

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. Splitting projects over \$60,000.00 to avoid a Wage Rate Decision will not be allowed. 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://lms.dws.state.nm.us/landi/WageRateRequestWeb/WageRateRequestForm.aspx>

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General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14388

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The Contractor Agrees To:

- A. Start work within 15 work days of request from NMDOT project personnel or approved Purchase Order date.
- B. Furnish all equipment, labor, material and tools required to perform the work specified.
- C. Be responsible for locating a suitable equipment storage area for the storage of his equipment during the night time hours and non-working hours. No storage of equipment will be allowed within the highway right-of-way unless approved by the District Engineer or their designee. If such approval is granted, the equipment shall be stored out of the clear zone to allow for a safe recovery area. All disturbed areas where staging occurs shall be restored to its original condition as determined by the District Engineer or their designee at no additional cost to NMDOT. The Contractor shall be responsible for all daily cleanup and final cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance, this too will be at no cost to NMDOT.
- D. Be responsible for all cleanup of material on roads and streets resulting from the performance of this work before a final inspection is conducted and the work is accepted.
- E. Provide for traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Current Edition and the NMDOT Standard Specifications for Highway and Bridge Construction, Current Edition and any applicable special provisions. Contractor shall submit a traffic control permit application including acceptable professional drawn proposed traffic control plans to the District Three Traffic Engineer with copies to the project inspectors, TSE Maintenance and Assistant District Engineer (Maintenance) at least two (2) weeks prior to the construction start date. The Contractor shall not begin work without an approved traffic control plan and permit.
- F. Comply with all local, state and federal regulations governing safety, health and all 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 of the public, and to protect property in connection with the performance of work by this Price Agreement.
- G. Be responsible for the project being completed in accordance with the specifications
- H. Assure Contractor Superintendent and key project field personnel attend a pre-construction conference set up by the designated Department representative.
- I. Submit a work schedule prior to construction.
- J. Comply with the provisions of the Department's current pavement drop-off guidelines for construction work zones.
- K. Provide competent supervision and skilled personnel to carry on all work in progress.
- L. Contractor shall 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.

- M. A potential Contractor or the Contractor agrees to 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.

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 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. Where applicable, NMDOT and its staff should be included as additionally insured on any of the following policies.

(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

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in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

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

Bodily Injury Liability:

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

Property Damage Liability:

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

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

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

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

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

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

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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 Asphalt Concrete Hot Laid In-Place, SP-III & SP-IV placed, compacted and finished

Quantities are estimates; exact quantities shall be determined by the District Engineer or their designee.

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 104 – Scope of Work
- Section 105 – Control of Work
- Section 106 – Control of Materials
- Section 109 – Measurement and Payment
- Section 407 – Tack Coat

Modify: Section 407.2 Materials – The following asphalt material for tack coat will be CSS-1 or SS-1 emulsified asphalt.

Section 408 – Prime Coat

Modify: Section 408.2 Materials – The following asphalt material for prime coat will be asphalt emulsified prime, (AE-P) or Penetrating emulsified prime, (PE-P).

Section 414 – Cold Milling

Section 423 – Hot Mix Asphalt- Super Pave (QLA & non-QLA)

Hot Mix Asphalt for testing purposes will be sampled at a location in the process as approved by the District Engineer or their Designee.

**Exclude: Section 423.3.6.1 Contractor Quality Control
Section 423.3.6.1.1 Contractor Quality Control of Aggregate
Section 423.3.6.1.2 Contractor Quality Control for Compaction**

Contractor shall arrange for calibration samples to be provided to the Testing Agency (District Laboratory) so that each ignition oven can be calibrated to perform AASHTO T 308 in accordance with the State Materials Bureau's Ignition Oven Calibration Factors Procedures. This will be incidental to the Hot Mix Asphalt.

At no cost to NMDOT, Contractor is responsible to obtaining all necessary and applicable testing data for production / process control and share the results with NMDOT Project Staff.

The following are the MINIMUM TESTING REQUIREMENTS FOR NON-QLA HOT MIX ASPHALT:

Roadway Density	Agency Testing	1 per 300 tons
Roadway Density	Independent Assurance	2 per project min.
Gradation	Agency Testing	1 per day
Gradation	Independent Assurance	2 per project min.

Acceptance for hot mix asphalt density will be based on roadway densities utilizing a portable nuclear densometer.

Section 631 – Rumble Strip

Section 702 – Construction Traffic Control Devices

**Exclude: Section 702.2.5 Temporary Signal Span
Section 702.3.1.2 Temporary Signal Span**

Section 704 – Pavement Markings

Exclude: Section 704.2.5 Hot Thermoplastic Pavement Markings

The contractor shall be responsible for securing water for operations. The cost of water shall be incidental to repaving items. The contractor shall abide by the water laws of the state and the rules and regulations of the Office of the State Engineer when appropriating water.

Hot mix asphalt shall be furnished utilizing existing NMDOT hot mix designs or designed by a commercial laboratory. In either case, designs shall be approved by the State Materials Laboratory of the NMDOT.

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The amount of bituminous material to be used in a mixture shall be established by an approved mix design.

Asphalt shall be of the Type PG 76-22 or PG 70-22, as specified by individual purchase order line item number selection.

Contractor shall be responsible to provide suitable equipment to haul and stockpile the milled material. The District Engineer or their designee shall determine the stockpile site(s) and transport distances will be based from either end of project limits (whichever is less).

Sequential arrow display, channelization devices, signing, portable changeable message signs and reflectorized painted /tape marking shall meet the requirements of Section 702 Construction Traffic Control Devices (excluding noted sections above), and Section 704 Pavement Markings, (excluding noted sections above) respectfully of the NMDOT Standard Specifications for Highway and Bridge Construction, Current Edition.

Cold milling shall be in accordance with Section 414 Cold Milling of the NMDOT Standard Specifications for Highway and Bridge Construction, Current Edition and applicable Special Provisions. Except as noted below:

1. In the event of an equipment breakdown or other unforeseen circumstance any milled surface shall not remain exposed to traffic for more than two (2) calendar days, exclusive of days where weather conditions prevent the Contractor from effectively prosecuting surfacing operations for six (6) or more hours as determined by the District Engineer, from the date of milling before subsequent surfacing operations are performed.
2. Cold milling material maximum free haul shall be ten (10) miles of either project limits, whichever is less.
3. Department may request milling from standard curb line to standard curb line or header curb to header curb or from edge or pavement to edge of pavement at their discretion. Machine must also be capable of milling around manholes to a depth of one (1) inch.
4. Cold milled material shall be measured by area in square yards (SY) for each increment of depth removed. The increment unit being one-half inch (1/2").

Definition of Yard-mile: In the case that the milled material is hauled to a stockpile site located more than ten (10) miles from the work area; the hauled material will be paid for at the unit price submitted for this item. The District Engineer or their designee shall compute the cubic yards of material milled, based on item increment of measure. This quantity, multiplied by the haul distance (less free-haul of ten (10) miles), shall be used to pay for this item. No payment will be made for hauling of material of ten (10) miles or less.

Whenever working at intersections where wire looped sensors are imbedded into the existing pavement, the District Engineer or their designee should be notified reasonably in advance so that necessary adjustments may be made to the traffic controller and arrangements made to replace any damaged wire looped sensors.

Project Delivery Requirements:

Contractor shall be allowed 15 calendar days to begin work as requested upon issuance of specific Purchase Order to the Contractor.

Project Delivery Requirements, as described in the Utilization Of Vendors section, requires that vendors be able to meet all project requirements including, but not limited to, being able to meet the project schedule, ensuring that materials and equipment are at the job site as scheduled, A vendor failing to meet these requirements may be deemed unresponsive by the District Engineer and be disqualified. The vendor will be responsible for all costs incurred, by the vendor, which the Department, determines as not being applicable to the project. The Department reserves the right to utilize a secondary vendor for the purchase order. At the discretion of the District Engineer or their designee, project limits may extend beyond NMDOT District Three boundaries, not to exceed 0.5 miles.

Method of Measurement and Payment:

Method of measurement and payment will be as per item and final quantity shall be determined by the District Engineer or their designee and their decision will be final.

Traffic Control:

Contractor shall supply two (2) portable changeable message signs which shall be placed at the discretion of the District Engineer or their designee. Portable changeable message signs shall be placed 48 hours in advance of beginning work to notify the public of project start dates. All messages shall be pre-approved by the District Engineer or their designee. Item shall be paid as required by hour, day or week.

The Contractor shall abide with applicable section of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, Current Edition and Special Provisions and Supplemental Specifications, Section 700 Traffic Control Devices and with the Manual of Uniform Traffic Control Devices, Current Edition, and Part VI - Traffic Control for Street and Highway Construction and Maintenance Operations. The contractor shall submit a traffic control plan to the District Three Traffic Engineer with copies to the project inspectors, TSE Maintenance and Assistant District Engineer (Maintenance) at least two (2) weeks prior to the construction start date. The traffic control plan shall include the proposed signing, location of signs, location and type of all traffic channelization devices to be utilized, and all lane closures and detours. The traffic control plan must be approved by the District Three Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen and/or additional traffic control devices to include pilot car(s), when deemed necessary by the District Traffic Engineer or District Engineer or their designee, to improve safety with the traffic control before/during/after operations. The Contractor shall also remove and place in a safe location or cover temporary signing that is required during non-working hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane roads, treated roadways shall be reopened to traffic during night-time or non-working hours.

Payments and Invoicing:

Within fifteen days after the date the New Mexico Department of Transportation 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 New Mexico Department of Transportation shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the New Mexico Department of Transportation finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the New Mexico Department of Transportation 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 after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

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

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Invoice To:

NM Department of Transportation
District Three
7500 East Frontage Road
P. O. Box 91750
Albuquerque, NM 87199-1750

Escalation / Reduction Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Effective dates for increase will not be any sooner than fifteen (15) days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement number
2. Item number
3. Current item price
4. Proposed new price
5. Percentage of Increase
6. Mill/Supplier notification of price increase indicating percentage of increase including justification for increase.

Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

This escalation / reduction policy will be terminated as soon as the market stabilizes. Should you have questions concerning this policy, please contact the State Purchasing Division.

Mobilization:

No Mobilization charges shall apply to any work executed under this agreement for NMDOT District Three to include above "Project Delivery Requirements".

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, see also "Method of Measurement and Payment". The State of New Mexico does not guarantee any amount of work.

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

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Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AA)	(AB)
1	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 1 1/2" lift, complete in-place within District 3. Estimated quantities: 0 to 50,000 Sq. Yds.	\$6.41	\$7.30
				(AC)	\$7.20
2	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 1 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$6.13
				(AB)	\$6.90
				(AC)	\$6.70
3	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	(AA)	\$8.43
				(AB)	\$9.50
				(AC)	\$10.00
4	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$8.10
				(AB)	\$8.85
				(AC)	\$9.00
5	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 2 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	(AA)	\$10.41
				(AB)	\$11.65
				(AC)	\$12.50
6	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 2 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$9.99
				(AB)	\$10.80
				(AC)	\$11.50
7	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 3" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	(AA)	\$12.16
				(AB)	\$13.80
				(AC)	\$14.00
8	1	Sq. Yd.	HMA Pavement SP-IV PG 70-22, 3" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$11.99
				(AB)	\$12.80
				(AC)	\$12.00
9	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 1 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	(AA)	\$6.63
				(AB)	\$7.60
				(AC)	\$7.50
10	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 1 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$6.35
				(AB)	\$7.10
				(AC)	\$6.50
11	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	(AA)	\$8.72
				(AB)	\$9.75
				(AC)	\$10.90
12	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$8.40
				(AB)	\$9.10
				(AC)	\$9.90
13	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 2 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	(AA)	\$10.50
				(AB)	\$12.00
				(AC)	\$13.50
14	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 2 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	(AA)	\$10.37
				(AB)	\$11.15
				(AC)	\$12.50

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Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AA)	(AB)
15	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 3" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$12.60	\$14.75
				(AC)	\$14.00
16	1	Sq. Yd.	HMA Pavement SP-IV PG 76-22, 3" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$12.44	\$13.20
				(AC)	\$13.00
17	1	Sq. Yd.	Hot mix asphalt SP-III PG 70-22, 2 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$9.98	\$11.55
				(AC)	\$12.00
18	1	Sq. Yd.	Hot mix asphalt, SP-III PG 70-22, 2 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$9.85	\$10.70
				(AC)	\$11.00
19	1	Sq. Yd.	HMA Pavement SP-III PG 70-22, 3" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$11.98	\$13.65
				(AC)	\$14.00
20	1	Sq. Yd.	HMA Pavement SP-III PG 70-22, 3" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$11.82	\$12.65
				(AC)	\$13.00
21	1	Sq. Yd.	HMA Pavement SP-III PG 70-22, 3 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$13.98	\$16.50
				(AC)	\$16.00
22	1	Sq. Yd.	HMA Pavement SP-III PG 70-22, 3 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$10.34	\$12.25
				(AC)	\$13.70
23	1	Sq. Yd.	Hot mix asphalt SP-III PG 76-22, 2 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$10.34	\$12.25
				(AC)	\$13.70
24	1	Sq. Yd.	Hot mix asphalt, SP-III PG 76-22, 2 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$10.20	\$11.00
				(AC)	\$13.00
25	1	Sq. Yd.	HMA Pavement SP-III PG 76-22, 3" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$12.41	\$14.75
				(AC)	\$12.00
26	1	Sq. Yd.	HMA Pavement SP-III PG 76-22, 3" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$12.24	\$13.00
				(AC)	\$14.00
27	1	Sq. Yd.	HMA Pavement SP-III PG 76-22, 3 1/2" lift, complete in-place within District 3. estimated quantities: 0 to 50,000 Sq. Yds.	\$14.48	\$17.00
				(AC)	\$13.00
28	1	Sq. Yd.	HMA Pavement SP-III PG 76-22, 3 1/2" lift, complete in-place within District 3, estimated quantities: 50,001 Sq. Yds. and over.	\$14.29	\$15.25
				(AC)	\$16.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AA)	(AB)
29	1	Ton	Hot mix asphalt tack coat, emulsified asphalt tack coat, completed in-place within District 3. 0 to 5.0 tons.	\$465.00	\$500.00
				(AC)	\$490.00
30	1	Ton	Hot mix asphalt tack coat, emulsified asphalt tack coat, completed in-place within District 3. 5.01 tons and over.	\$465.00	\$500.00
				(AC)	\$490.00
31	1	Hour	Traffic Control, per hour	\$332.73	\$300.00
				(AC)	\$100.00
32	1	Day	Traffic Control: per day (24 hour period)	\$2,535.00	\$2,300.00
				(AC)	\$500.00
33	1	Week	Traffic Control: per week, Seven (7) day period.	\$12,675.00	\$11,500.00
				(AC)	\$2,500.00
34	1	Hour	Flagger	\$31.00	\$40.00
				(AC)	\$38.00
35	1	Hour	Pilot Car	\$45.50	\$60.00
				(AC)	\$60.00
36	1	Hour	Sequential arrow display: per hour.	\$5.28	\$6.00
				(AC)	\$5.25
37	1	Day	Sequential arrow display: per day, (24 hour period).	\$47.53	\$50.00
				(AC)	\$48.00
38	1	Week	Sequential arrow display: per week, seven (7) day period.	\$237.67	\$250.00
				(AC)	\$236.00
39	1	Hour	Portable Changeable Message Sign, per hour.	\$15.84	\$17.00
				(AC)	\$25.00
40	1	Day	Portable Changeable Message Signs: per day, (24 hour period).	\$132.04	\$140.00
				(AC)	\$150.00
41	1	Week	Portable Changeable Message Sign: per week, (7 day period).	\$660.00	\$700.00
				(AC)	\$800.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AA)	(AB)
42	1	L.F.	Markings reflectorized 4" painted markings estimated quantities: 0 - 20,000 L.F.	\$0.12	\$0.14
				(AC)	\$0.10
43	1	L.F.	Markings reflectorized 4" painted markings estimated quantities: 20,001 - 60,000 L.F.	\$0.11	\$0.14
				(AC)	\$0.10
44	1	L.F.	Markings reflectorized 4" painted markings estimated quantities: 60,001 and over.	\$0.09	\$0.13
				(AC)	\$0.10
45	1	L.F.	Tape reflectorized 4" temporary reflectorized tape for temporary striping. estimated quantities: 0 - 20,000 L.F.	\$0.83	\$0.95
				(AC)	\$2.00
46	1	L.F.	Tape reflectorized temporary reflectorized tape for temporary striping. estimated quantities: 20,001 L.F. and over.	\$0.82	\$0.95
				(AC)	\$2.00
47	1	Each	Chip seal markers flip type temporary markers for pavement markings as required by the engineer or designee of the using agency.	\$0.82	\$0.95
				(AC)	\$2.00
48	1	L.F.	Removal of temporary striping, contractor shall remove removable temporary striping tape that was placed on the paving areas. This item will be done under proper traffic control only.	\$1.26	\$0.20
				(AC)	\$2.50
49	1	Sq. Yd.	Urban incentive; additional payment per square yard per placement for asphalt lay down operations when time restrictions imposed by the Department limit lane closures to 6 hours a day or less. Urban incentive payments shall be made at the discretion of the District Engineer or designee based on the Contractor's production rate, product quality and installation and maintenance of traffic control.	\$0.47	\$0.49
				(AC)	\$1.00
50	1	Sq. Yd.	Night incentive; additional payment per square yard per placement for asphalt lay down operations when time restrictions imposed by the Department limits the contractor to work at night only. Night incentive payments shall be made at the discretion of the District Engineer or designee based on the Contractor's production rate, product quality and installation and maintenance of traffic control.	\$0.34	\$0.55
				(AC)	\$0.60
51	1	Ton	Emulsified asphalt, prime coat emulsified asphalt for prime coat, completed in-place within District 3. 0 to 5.0 tons.	\$415.00	\$385.00
				(AC)	\$600.00
52	1	Ton	Emulsified asphalt, prime coat emulsified asphalt for prime coat, completed in-place within District 3. 5.01 tons or over.	\$415.00	\$385.00
				(AC)	\$650.00
53	1	Sq. Yd.	Hot mix asphalt Cold Milling 0 - 10,000 Sq. Yds., 1/2" increments.	\$1.28	\$0.92
				(AC)	\$0.70

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Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AA)	(AB)
54	1	Sq. Yd.	Hot mix asphalt Cold Milling 10,001 - 30,000 Sq. Yds., 1/2" increments.	\$0.63	\$0.80
				(AC)	\$0.60
55	1	Sq. Yd.	Hot mix asphalt Cold Milling 30,001 - 60,000 Sq. Yds., 1/2" increments.	\$0.37	\$0.45
				(AC)	\$0.60
56	1	Sq. Yd.	Hot mix asphalt Cold Milling 60,001 Sq. Yds. And over. 1/2" increments.	\$0.34	\$0.32
				(AC)	\$0.55
57	1	Sq. Yd.	Concrete Cold Milling 0 - 10,000 Sq. Yds., 1/2" increments.	\$4.74	\$2.40
				(AC)	\$35.00
58	1	Sq. Yd.	Concrete Cold Milling 10,001 - 30,000 Sq. Yds., 1/2" increments.	\$2.14	\$2.30
				(AC)	\$30.00
59	1	Sq. Yd.	Concrete Cold Milling 30,001 - 60,000 Sq. Yds., 1/2" increments.	\$1.10	\$2.20
				(AC)	\$25.00
60	1	Sq. Yd.	Concrete Cold Milling 60,001 Sq. Yds. And over. 1/2" increments.	\$0.98	\$2.10
				(AC)	\$20.00
61	1	LF	Rumble Strip	\$0.20	\$0.51
				(AC)	\$0.19
62	1	Yard -Mile	Hauling of milling material (measured from compacted milled area) over ten (10) miles.	\$0.37	\$0.55
				(AC)	\$0.35
63	1	Ton	Patching of Milled Surface	\$179.00	\$110.00
				(AC)	\$90.00