



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
2 Vendors

Price Agreement Number: 70-805-17-15555

Price Agreement Amendment No.: Three

Term: April 12, 2017 – April 11, 2021

Ship To:  
New Mexico Department of Transportation  
PO Box 91750  
Albuquerque, NM 87199

Procurement Specialist: Michael Saavedra MS

Telephone No.: (505) 827-0610

Invoice:  
Same as "Ship To"

Email: Michael.Saavedra@state.nm.us

For questions regarding this Price Agreement please contact:  
India Garcia at (505) 827-5183

Title: **Hi-Tension Post & Cable Barrier CASS TL-4 Materials**

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 with (AA) Apache Construction Co. Inc. and (AC) San Bar Construction Corp. for this Price Agreement is extended from April 12, 2020 to April 11, 2021, 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

Valerie Paulk  
New Mexico State Purchasing Agent

Date: 6/9/2020

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

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

JSZ



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
**3 Vendors**

Price Agreement Number: 70-805-17-15555

Price Agreement Amendment No.: Two

Term: April 12, 2017 – April 11, 2020

**Ship To:**  
New Mexico Department of Transportation  
P.O. Box 91750  
Albuquerque, NM 87199

Procurement Specialist: Michael Saavedra

Telephone No.: (505) 827-0610

**Invoice:**  
Same as "Ship To"

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

Email: Michael.Saavedra@state.nm.us

**Title: Hi-Tension Post & Cable Barrier CASS TL-4 Materials**

**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 12, 2019 to April 11, 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**

Director, New Mexico State Purchasing

Date: 04/05/2019

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nm



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
3 Vendors

Telephone No.:

Price Agreement Number: 70-805-17-15555

Price Agreement Amendment No.: ONE

Term: April 12, 2017 – April 11, 2019

Ship To:  
New Mexico Department of Transportation  
PO Box 91750  
Albuquerque, NM 87199

Invoice:  
Same as "Ship To"

Procurement Specialist: Michael Saavedra *(MS)*

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

For questions regarding this Price Agreement please contact:  
India Garcia at (505) 827-5183

Title: **Hi-Tension Post & Cable Barrier CASS TL-4 Materials**

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 the vendors this Price Agreement is extended from April 12, 2018 to April 11, 2019, 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

*Misty P. DeLeon*  
New Mexico State Purchasing Agent

Date: 02/16/2018



**State of New Mexico  
General Services Department**

**Price Agreement**

<b>Awarded Vendor</b> 3 Vendors
<b>Telephone No.</b> ( )


Price Agreement Number: **70-805-17-15555**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **30 Days**

<b>Ship To:</b> New Mexico Department of Transportation PO Box 91750 Albuquerque, New Mexico 87199
<b>Invoice:</b> Same as "Ship to"
<b>For questions regarding this contract please contact:</b> India Garcia 505-827-5183

Procurement Specialist: **Savannah Quintana** 

Telephone No.: **(505) 827-0499**

**Title: Hi-Tension Post & Cable Barrier CASS TL-4 Materials**

**Term: April 12, 2017 – April 11, 2018**

**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: 04/07/2017

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Purchasing Division  
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**Terms and Conditions**

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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

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

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

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

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

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

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

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

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

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

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

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

### **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.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](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

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**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

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

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

**Article II –Term**

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

**Article III –Specifications**

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

**Article IV – Shipping and Billing Instructions**

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

**Article V - Termination**

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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



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**Specifications:**

Establish a Price Agreement for the New Mexico Department of Transportation (NMDOT) for Hi-Tension Post & Cable Barrier CASS TL-4 Materials.

This price agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

**Term:**

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

**Escalation Clause:**

In the event of product cost increases 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 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. Contract Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier notification of price increase indicating percentage of increase

**Minimum Requirements:**

**Payment Provision:**

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 details of how the contractor may proceed to provide remedial action. Upon certification by the department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due

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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 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 district engineer or the district engineer's designee.

**Tax Note:**

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

**Freight:**

Bid prices are to include Prepaid Freight FOB Destination.

**Parts are to be delivered to New Mexico Department of Transportation within fifteen (15) working days from time of order.**

If an increase in freight rates occurs during the life of this contract, the contract holder shall submit a complete revised schedule of unit prices, which will include only such increase in freight rates to the Department for approval before any price adjustments are to be made by the Department. The new price schedule will become effective on same date the Department issues written approval to the contract holder.

If decrease in freight rates occurs during the life of this contract, the contract holder shall submit a complete revised schedule of prices which will include only such decrease in freight rates to the Department for approval before any price adjustments are to be made by the Department. The new price schedule will become effective on same date the Department issues written approval to the contract holder.

**Method of Award:**

This price agreement is established as a source and convenience of the New Mexico Department of Transportation (NMDOT). It is the responsibility of the user or the user agency to utilize this contract to the best interests of the state of New Mexico. Multiple awards will be made to serve the best interest of the user agency(s).

**Hold Harmless Clause:**

Contractor shall indemnify and hold harmless the state, its officers and employees, against liability, claims, damages losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from omissions while contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms of this agreement. This save harmless and indemnification clause is subject to the on immunities, provisions, and limitations of the tort claims act (41-4-1, et. seq. N.M.S.A 1978 comp) and section 56-7-1 N.M.S.A 1978 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party

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beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury (ies) to person(s), damage(s) to property (ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

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

All bid items and materials shall meet (or exceed) the New Mexico Department of Transportation (NMDOT) current standard specifications for highway and bridge construction, plus any supplemental or standard specifications established by NMDOT. For information on availability of these specifications, bidders may contact the Assistant District Engineer for Maintenance with the NMDOT District Three (505) 798-6637.

All bid items must have been satisfactorily certified (which may include crash testing and approval) for use by the Federal Highway Administration (FHWA) under the National Cooperative Highway Research Program (NCHRP) Report 350. The certification or crash test results and approval letter must be made available upon request to NMDOT, Traffic Services Engineer, upon whose recommendation the award will be made.

All items provided under this agreement must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD), most recent adopted edition.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Committee in order for the bid items to be awarded. For information on the approval process and/or product approval status, bidders may contact Anise Valdez at (505) 476-3116.

Quantities are estimated for bidding purposes only. NMDOT reserves the right to order more or less than these quantities, dependent upon its needs.

Bidders must specify product name and manufacturer with bid. This information will be made part of the award.

Bidders must submit product literature and shall submit any product warranty information (if a warrantee exists for the product) with their bid. Warranty may be a factor in award. Warranty information may be made part of award.

Award of this price agreement will be upon the recommendation of the NMDOT District Three Traffic Engineer. Questions concerning this price agreement may be directed to Gabriel D. Vigil (505) 798-6692.

If the vendor's product does not operate satisfactorily in accordance with the specification, the department reserves the right to cancel the price agreement and award to the next lower bid award.

When price lists are required for bid, all items on price list are subject to review by NMDOT District Three Traffic Engineer upon whose recommendation any item (s) may be deleted prior to award. Price list will be made part of bid award.

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The NMDOT District Three Traffic Engineer, the District Engineer, or their designees shall have the right and authority to reject materials or workmanship from the contractor. Materials and workmanship may be rejected for failure to meet specifications or to perform satisfactorily upon application, or for failure to be delivered or completed at the time specified. Material or workmanship that are rejected shall not be paid for, and the state, the NMDOT, its agents or employees shall not be liable to the contractor in any way for any damages of any nature whatsoever resulting from the rejection of the materials or workmanship. When materials or workmanship are rejected, the contractor shall be informed of the reason for the rejection in writing as soon as practical after the rejection. The contractor agrees to indemnify the state for any and all losses incurred due to delay in shipment or installation, or rejection of material or workmanship.

Vendor is requested to indicate Federal Tax ID Number, NM Gross Receipts Number or Social Security Number \_\_\_\_\_.

**Awarded Vendors:**

(1) 0000057596  
Apache Construction Co., Inc.  
PO Box 12312  
Albuquerque, NM 87495  
505-877-1155

(2) 0000077054  
RMD Holdings, LTD (dba Nationwide Construction Group)  
53861 Gratiot  
Chesterfield, MI 48051

(3) 0000049822  
San Bar Construction Corp.  
9101 Broadway Blvd SE  
Albuquerque, NM 87105

State of New Mexico  
General Services Department  
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Item	Approx. Qty.	Unit	Article and Description	Unit Price		
				(1)	(2)	(3)
1	1	Each	5/16" Hex Nut A563	\$0.65	\$0.64	\$0.40
2	1	Each	CBL SPL W/Wedge C2207	\$73.15	\$85.71	\$63.00
3	1	Each	5/16" X 1.75" Hook Blt/Shldr	\$1.80	\$1.43	\$1.30
4	1	Each	CASS Turn Buckle Stud Assembly	\$186.20	\$207.14	\$1.75
5	1	Each	CASS Cable Term 60'-7 LT/RT	\$320.00	\$357.14	\$300.00
6	1	Each	CASS Cable Spacer TL3	\$1.50	\$1.36	\$1.05
7	1	Each	CASS Cable Spacer TL3 Refl Yellow	\$3.70	\$2.86	\$2.50
8	1	Each	CASS Cable Spl Sct RT 050'	\$246.00	\$271.43	\$235.00
9	1	Each	CASS Cable Term 54'-4 LT/RT	\$292.60	\$328.57	\$270.00
10	1	Each	CASS Cable Term 48'-1 LT/RT	\$286.00	\$321.57	\$250.00
11	1	Each	CASS Cable Term 41'-10 LT/RT	\$276.00	\$314.29	\$250.00
12	1	Each	CASS Lock Bolt 5/16"	\$1.80	\$5.00	\$ -
13	1	Each	CASS Turn Buckle 1" x 14"	\$66.50	\$78.57	\$63.00
14	1	Each	CASS Sleeve Cover Btm 4 x 3	\$2.10	\$2.64	\$2.30
15	1	Each	CASS Sleeve Cover S3 Post	\$1.10	\$0.93	\$0.80
16	1	Each	CASS Cable Pulling Tool	\$798.00	\$857.14	\$730.00
17	1	Each	CASS Refill Sht 5 x 24 Y/B LT	\$8.95	\$10.00	\$7.50
18	1	Each	CASS Transition Mtr Dillion	\$2,995.00	\$3,214.29	\$2,775.00
19	1	Each	CASS Stud Cable Assembly 1" LT	\$73.15	\$92.86	\$66.00
20	1	Each	CASS Stud Cable Assembly 1" RT	\$73.15	\$92.86	\$66.00
21	1	Each	CCT 1" I Set 4 Cable	\$106.50	\$128.57	\$94.00
22	1	Each	CASS Sleeve S3 30.75 11Gauge	\$41.25	\$50.00	\$39.00
23	1	Each	CCT Line Post S3 X 5.7 5'-3	\$75.00	\$71.43	\$60.00
24	1	Each	CASS - Crp - Lower Post 2"-0	\$325.85	\$357.14	\$300.00
25	1	Each	CASS - Crp - Upper Post 2"-0	\$264.00	\$285.71	\$230.00
26	1	Each	CASS TL4 T-Post 5'-11 5/8	\$73.00	\$78.57	\$65.00
27	1	Each	CASS - Pst Sleeve X 2'-3	\$40.00	\$57.14	\$45.00
28	1	Each	CASS S3 X 5.7# Pst 5'-0/Concrete	\$60.75	\$64.29	\$50.00
29	1	Each	CASS-S3 Spl Pst X 5'-0	\$82.85	\$92.86	\$70.00
30	1	Each	CASS Post Strap S3 TL3/4	\$3.30	\$2.50	\$2.00
31	1	Each	CASS Cable PS 2000' Reel	\$3,595.00	\$3,857.14	\$3,700.00
32	1	Percent	Any items required for repair and maintenance of Hi-Tension Post and Barriers, but not specifically listed above will be provided at _____% off of list price	-%	5%	-%

\*\*\* 32 Items Total \*\*\*