



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
6 Vendors

Price Agreement Number: 70-805-17-15969

Price Agreement Amendment No.: Three

Term: August 2, 2017 – August 1, 2021

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Yuliasuti Wulandari

Telephone No.: (505) 827-0485

Email: Yuliasuti.Wulandari@state.nm.us

Invoice:
New Mexico Department of Transportation
Various Locations

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

Title: **Bituminous Surface Treatment Aggregate District 5**

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 August 2, 2020 to August 1, 2021 at the same price, terms and conditions.

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

Accepted for the State of New Mexico


Mark Hayden, New Mexico State Purchasing Agent

Date: 07/9/2020



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Price Agreement Number: 70-805-17-15969

Price Agreement Amendment No.: Two

Term: August 2, 2017 – August 1, 2020

Procurement Specialist: Yulastuti Wulandari

Telephone No.: (505) 827-0485

Email: Yulastuti.Wulandari@state.nm.us

Awarded Vendor
6 Vendors

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

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


Title: Bituminous Surface Treatment Aggregate District 5

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 August 2, 2019 to August 1, 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 Division

Date: 05/14/2019

CF RB 5.13.19



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

<p>Awarded Vendor 6 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 70-805-17-15969

Price Agreement Amendment No.: One

Term: August 2, 2017-August 1, 2019

<p>Ship To: New Mexico Department of Transportation Various Locations</p>
<p>Invoice: New Mexico Department of Transportation Various Locations</p>
<p>For questions regarding this Price Agreement please contact: Angela Martinez 505-827-5127</p>

Procurement Specialist: Susan L. Phillips *slp*

Telephone No.: (505) 827-0488

Title: Bituminous Surface Treatment Aggregate District 5

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 August 2, 2018 to August 1, 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: 7/13/2018

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

slp



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
6 Vendors (See Page 7)

Telephone No.:


Price Agreement Number: 70-805-17-15969

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Eric Sanchez 

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
Various Locations

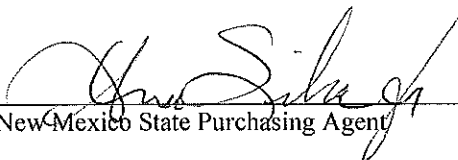
For questions regarding this contract please contact:
Angela Martinez 505-827-5127

Title: Bituminous Surface Treatment Aggregate District 5

Term: August 2, 2017-August 1, 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: 7/25/17

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 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

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

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

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

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/GuidesProcedures.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.

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000110842

Associated Asphalt & Material, LLC
3810 Oliver R.
Santa Fe, NM 87507
505-474-7094

(AB) 0000110844

Espanola Transit Mix, LLC
1302 N. Riverside Dr.
Espanola, NM 87532
505-753-2176

(AC) 0000054735

FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281
575-313-2323

(AD) 0000047284

Moriarty Concrete Products
PO Box 250
Moriarty, NM 87035
505-832-5251

(AE) 0000049258

Northern Mountain Constructors, Inc.
PO Box 348
El Prado, NM 87529
575-758-4395

(AF) 0000051285

Russell Sand & Gravel Co. Inc.
PO Box 296
Los Ojos, NM 87551
575-588-7933

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Establish a Price Agreement for one half (1/2) inch and three-eighths (3/8) inch maximum gradation "Bituminous Surface Treatment Aggregate", which conform to all provisions of Section 410.2 of the New Mexico Department of Transportation's Standard Specifications for "Highway and Bridge Construction", 2014 Edition, which may be purchased for a fee from the NMDOT General Office Stores located at 1120 Cerrillos Road, Santa Fe, New Mexico.

All provisions of Section 108 "Prosecution and progress", of the Department's "Standard Specifications for Highway and Bridge Construction", shall be enforced by the Department based on a "Contract Time", calculated using a minimum production rate of two hundred (200) tons per calendar day. When delivery is required, the Engineer will determine the number of days based on the Department's needs. The successful Contractor(s) are hereby notified to be fully aware of these terms and condition, and their responsibilities for complying with the following:

- Section 108.2 "Notice to Proceed and Preconstruction Conference"
- Section 108.3 "Schedule"
- Section 108.5 "Character of Workmen, Methods and Equipment"
- Section 108.6 "Determination and Extension of Contract Time"
- Section 108.7 "Failure to Complete on Time"
- Section 108.8 "Liquidated Damages"
- Section 108.9 "Default of Contract"

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.

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

If the awarded vendor(s) cannot supply the Department with their request, the Department reserves the right to purchase from the next lowest awarded vendor.

The Engineer or Designee of the Department will determine and use the Price Agreement item which best serves the Department's needs, based on cost(s), delivery time, schedule or work and quality of material(s). All decisions by the Engineer, or his Designee, will be final.

The Department may, at its option, haul material(s) from the awarded Contractor's plant, using the Department's trucks. The Department's trucks may, at the Department's option, haul material(s) to any location within the District.

Acceptance of material(s) will be made at the point of delivery based on tests obtained from the material(s) delivered, prior to final Department acceptance and payment. The Engineer, or his Designee, shall have the right and authority to reject non-conforming materials supplied by the successful Contractor(s). Materials that may be rejected, but shall not be limited to, failure to meet Department material specifications or for failure to be delivered within the time specified. Any material that is rejected shall not be paid for by the Department or the State, its agents or employees shall not be liable, in any way, for any damages of any nature whatsoever resulting from the rejection of the material. When materials are rejected, the Contractor shall be informed of the reason for the rejection in writing, as soon as practicable, after the rejection by the Engineer, or his Designee.

The Contractor agrees to indemnify the State for any and all losses incurred due to delay in shipment or rejection of material.

All work and/or deliveries of materials by the awarded Contractor(s) will be performed during the normal working hours of the Department. These hours are Monday through Thursday, 8:00 AM to 4:00 PM. No work and/or deliveries of material will be accepted outside these hours unless prior written approval is obtained from the Department. The

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Department will not pay or accept work and/or deliveries of materials which are not in conformance with these rules.

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

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

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

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, and materials, federal tax, 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 prices shall not include state gross receipts or local tax. Tax shall be added to invoice at current rates as a separate item to be paid by users.

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

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

Material Cost Adjustment 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 of written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Contract item number
- Current item price
- Proposed new price
- Percentage of increase
- Mill/supplier notification of price increase indicating percentage of increase

Your cooperation is greatly appreciated. This escalation policy will be terminated as soon as the market stabilizes. Should you have questions concerning this policy, please contact the State Purchasing Division.

Fuel Cost Adjustment Clause:

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

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

Failure of bidders to submit either the base fuel price (base) or fuel factors for each item specified at the bid opening shall waive the bidder's right to request any adjustments for equipment fuels for the duration of this Price Agreement.

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

Fuel cost adjustments will be determined in the following manner:

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

Base fuel price (base) is ---per gallon for Unleaded Fuel

Base fuel price (base) is ---- per gallon for Diesel fuel

2. A Monthly Fuel Price (MFP) will be established each month. The MFP for a given month will be the average weekly price obtained from the Oil Price Information Service (OPIS) weekly listing dated the first Monday of that month for No. 2 Diesel and Unleaded fuel for Albuquerque, New Mexico. The MFP for the quarterly fuel adjustment calculations will be determined by averaging the MFP's for the two previous months and the current month of quarterly fuel adjustment request.
3. Prices are based solely on rack and reseller's prices exclusive of freight, taxes, and special discounts.
4. If the average weekly prices are not posted by OPIS or is otherwise not available to the Department for the first Monday of any month for any reason, the Department may use the average weekly prices posted by OPIS immediately before or after the first Monday of the month.
5. If the average weekly prices cease to be available from OPIS for any reason, the Department in its discretion will select and begin using a substitute price source or index to establish the MFP each month.
6. A Fuel Adjustment Factor (FAF) will be determined quarterly from the date of award of this agreement as follows.
 - A. If the MFP is within plus or minus twenty-five percent (25%) of the base, there will be no adjustments.

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- B. If the MFP is more than one hundred twenty-five percent (125%) of the base then:
1. Adjustment factor = $(MFP) - (1.25 \times \text{base})$
- C. If the MFP is less than seventy-five percent (75%) of the base, then:
1. Adjustment factor = $(MFP) - (0.75 \times \text{base})$
7. The quarterly adjustment shall be capped and shall not exceed forty percent (40%) for either an increase or decrease from the base.
8. The Contractor shall submit a quarterly Fuel Cost Adjustment Request to the Department for concurrence. The Department shall submit the request to State Purchasing for review and approval if the MFP differs twenty-five (25) percent or more from the base. If the MFP does not differ twenty-five (25) percent or more from the base, the Contractor shall submit written notice to the Department that a Fuel Cost Adjustment request will not be requested for that quarter.
9. Fuel Cost Adjustment approval is not automatic, but will be reviewed and approved by State Purchasing on an individual basis. Effective dates of fuel adjustment will not be any sooner than fifteen (15) days from the date the written request is received by State Purchasing.
10. The MFP in effect at the time the project is completed will be used for any fuel compensation adjustments.
11. Actual Project Fuel (APF) requirements for constructing the project will be estimated based on the actual quantities produced of the items specified in this Fuel Escalation Clause multiplied by the appropriated fuel factors provided by the Contractor at bid opening.
- A. $APF = \text{item project quantity} \times \text{fuel factor}$
 - B. This formula will be applied to each item as specified in this Fuel Escalation Clause.
 - C. The total APF will be the total of each item.
12. A price adjustment (plus or minus) to the Contractor for fuel cost change will be made once for each project if the Monthly Fuel Price (MFP) differs twenty-five percent (25%) or more from the base fuel price. This adjustment will be the product of the Fuel Adjustment Factor (FAF) and the Actual Project Fuel (APF) used.
- A. Project fuel adjustment = $APF \times FAF$
 - B. This formula will be applied to each item as specified in this Fuel Escalation Clause.
 - C. The total project fuel adjustment will be total adjustments of each item.

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

Questions concerning this Price Agreement shall be directed to Corey Gonzales, NMDOT District #5 Area Maintenance Supervisor at (505) 995-7750 or 660-8685

Vendors are requested to indicate their Federal Tax ID, NM CRS or Social Security Number: _____

State of New Mexico
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 Purchasing Division
 Price Agreement #: 70-805-17-15969

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	4,400	TON	Bituminous Surface Treatment Aggregate, 1/2" inch maximum gradation. FOB: Estancia, NM Patrol Yard (4542)	AA)\$45.20 AC)\$45.00 AD)\$26.75
002	4,400	TON	Bituminous Surface Treatment Aggregate, 3/8 inch maximum gradation. FOB: Estancia, NM Patrol Yard (4542)	AA)\$47.20 AC)\$47.00 AD)\$28.75
003	5,700	TON	Bituminous Surface Treatment Aggregate, 1/2" inch maximum gradation. FOB: Encino, NM Patrol Yard (4543)	AA)\$48.60 AC)\$49.00 AD)\$28.95
004	5,700	TON	Bituminous Surface Treatment Aggregate, 3/8 inch maximum gradation. FOB: Encino, NM Patrol Yard (4543)	AA)\$50.60 AC)\$51.00 AD)\$30.95

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005	2,700	TON	Bituminous Surface Treatment Aggregate, 1/2", inch maximum gradation. FOB: Mountainair, NM Patrol Yard (4544)	AA)\$51.00 AC)\$45.00 AD)\$30.00
006	2,700	TON	Bituminous Surface Treatment Aggregate, 3/8 inch maximum gradation. FOB: Mountainair, NM Patrol Yard (4544)	AA)\$53.00 AC)\$47.00 AD)\$32.00
007	4,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Moriarty, NM Patrol Yard (4545)	AA)\$37.50 AC)\$43.00 AD)\$23.50
008	4,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Moriarty, NM Patrol Yard (4545)	AA)\$39.50 AC)\$45.00 AD)\$25.50
009	4,000	TON	Bituminous Surface Treatment Aggregate 1/2", inch maximum gradation. FOB: Cerrillos, NM Patrol Yard (45457)	AA)\$27.00 AC)\$41.00

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010	4,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Cerrillos, NM Patrol Yard (4547)	AA)\$29.00 AC)\$43.00
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011	2,400		Bituminous Surface Treatment Aggregate 1/2", inch maximum gradation. FOB: Alcalde, NM Patrol Yard (4551)	AB)\$22.00 AC)\$33.00
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012	2,400	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Alcalde, NM Patrol Yard (4551)	AB)\$24.00 AC)\$35.00
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013	13,000	TON	Bituminous surface treatment aggregate 1/2", inch maximum gradation. FOB: Questa, NM patrol yard (4553)	AB)\$46.00 AC)\$31.50 AE)\$31.50
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014	13,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Questa, NM Patrol Yard (4553)	AB)\$48.00 AC)\$37.50 AE)\$37.50
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015	16,500	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Tres Piedras, NM Patrol Yard (4554)	AB)\$42.50 AC)\$45.00 AE)\$31.50
016	16,500	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Tres Piedras, NM Patrol Yard (4554)	AB)\$42.50 AC)\$47.00 AE)\$37.50
017	1,800	TON	Bituminous Surface Treatment Aggregate 1/2", inch maximum gradation. FOB: Taos, NM Patrol Yard (4555)	AC)\$47.00 AE)\$31.00
018	1,800	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Taos, NM Patrol Yard (4555)	AC)\$49.00 AE)\$37.00
019	5,000	TON	Bituminous Surface Treatment Aggregate 1/2", inch maximum gradation. FOB: Penasco, NM Patrol Yard (4556)	AB)\$30.00 AC)\$35.00 AE)\$30.00

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020	5,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Penasco, NM Patrol Yard (4556)	AB)\$31.00 AC)\$37.00 AE)\$36.00
021	4,000	TON	Bituminous Surface Treatment Aggregate 1/2", inch maximum gradation. FOB: Chama, NM Patrol Yard (4561)	AB)\$43.80 AC)\$37.00 AF)\$33.50
022	4,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Chama, NM Patrol Yard (4561)	AB)\$45.80 AC)\$41.00
023	4,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Tierra Amarilla, NM Patrol Yard (4562)	AB)\$39.00 AC)\$44.00 AF)\$32.00
024	4,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Tierra Amarilla, NM Patrol Yard (4562)	AB)\$41.00 AC)\$46.00

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025	4,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Gallina, NM Patrol Yard (4563)	AB)\$37.00 AC)\$43.00 AF)\$44.00
026	4,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Gallina, NM Patrol Yard (4563)	AB)\$39.00 AC)\$47.00
027	4,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Dulce, NM Patrol Yard (4564)	AB)\$52.50 AC)\$41.00 AF)\$42.00
028	4,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Dulce, NM Patrol Yard (4564)	AB)\$54.50 AC)\$45.00
029	8,600	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Farmington, NM Patrol Yard (4565)	AC)\$33.00

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030	8,600	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Farmington, NM Patrol Yard (4565)	AC)\$45.00
031	6,050	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Bloomfield, NM Patrol Yard (4566)	AC)\$43.00
032	6,050	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Bloomfield, NM Patrol Yard (4566)	AC)\$45.00
033	5,300	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Shiprock, NM Patrol Yard (4567)	AC)\$49.00
034	5,300	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Shiprock, NM Patrol Yard (4567)	AC)\$53.00

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035	20,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Contractor's plant site Site Location: (Must be within San Juan County)	AC)\$33.00
037	40,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Southern Rio Arriba County, determined to be South of Abiquiu, NM)	AB) 19.00 AC)\$37.00
038	40,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Southern Rio Arriba County, determined to be South of Abiquiu, NM)	AB)\$21.00 AC)\$33.00
039	40,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Southern Rio Arriba County, determined to be South of Abiquiu, NM)	AB)\$19.00 AC)\$37.00 AF)\$28.00
040	40,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within San Juan County)	AC)\$33.00

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041	30,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Taos County)	AC)\$37.00 AE)\$28.50
042	30,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Taos County)	AC)\$41.00 AE)\$33.50
043	10,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Santa Fe County)	AA)\$19.00 AC)\$33.00
044	10,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Santa Fe County)	AA)\$21.00 AC)\$37.00
045	15,000	TON	Bituminous Surface Treatment Aggregate 1/2" inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Torrance County)	AC)\$37.00 AD)\$20.25

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046	15,000	TON	Bituminous Surface Treatment Aggregate 3/8 inch maximum gradation. FOB: Contractor's plant site Site location: (Must be within Torrance County)	AC)\$41.00 AD)\$22.25
047	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant up to twenty (20) miles, to location with San Juan County.	AC)\$36
048	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant over twenty (20) miles, to locations within San Juan County.	AC)\$36
049	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant up to twenty (20) miles, to locations within Southern Rio Arriba County, determined to be South of Abiquiu, NM	AB)\$45 AC)\$36
050	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant over twenty (20) miles, to locations within Southern Rio Arriba County determined to be South of Abiquiu, NM	AB)\$43 AC)\$36

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051	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant up to twenty (20) miles, to locations within Northern Rio Arriba County, determined to be North of Abiquiu, NM	AB)\$.45 AC)\$.36 AF)\$.50
052	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant over twenty (20) miles, to locations within Northern Rio Arriba County, determined to be North of Abiquiu, NM	AB)\$.43 AC)\$.36 AF)\$.30
053	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant up to twenty (20) miles, to locations within Taos County	AB)\$.43 AC)\$.36 AE)\$.35
054	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant over twenty (20) miles, to locations within Taos County	AB)\$.43 AC)\$.36 AE)\$.30
055	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant up to twenty (20) miles, to locations within Santa Fe County	AA)\$.45 AB)\$.43 AC)\$.36
056	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant over twenty (20) miles, to locations within Santa Fe County	AA)\$.43 AB)\$.43 AC)\$.36

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057	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant up to twenty (20) miles, to locations within Torrance County	AB)\$.43 AC)\$.36 AD)\$.43
058	25	TON	Hauling of Bituminous Surface Treatment Aggregate from Contractor's plant over twenty (20) miles, to locations within Torrance County	AB)\$.43 AC)\$.36 AD)\$.36

58 Items Total