



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
3 Vendors

Number: 80-805-17-16267

Amendment No.: Four

Term: December 6, 2017 – December 5, 2021

Ship To:  
New Mexico Department of Transportation  
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-827-0484

Email: Raelynn.lujan@state.nm.us

Invoice:  
New Mexico Department of Transportation  
Various Locations

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

Title: **Base Course District 6**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended for (AA) C & E Concrete, Inc.; (AC) Michelle's Ready Mix Rock & Recycle Inc.; and (AD) Vernon Hamilton Construction Co. Inc. from December 6, 2020 to December 5, 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**

*Valerie Paulk*

Date: 10/16/2020

Mark Hayden, New Mexico State Purchasing Agent

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



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

**Price Agreement Amendment**

**Awarded Vendor**  
**0000146049 (AD)**  
**VHCC, LLC**  
**PO BOX 1110**  
**Gallup, NM 87305**  
**Email: [www.vernonhamiltoncon.com](http://www.vernonhamiltoncon.com)**  
**Telephone: [505-722-7855](tel:505-722-7855)**

Price Agreement Number: **80-80500-17-16267**

Price Agreement Amendment No.: **Three**

Term: **December 6, 2017 – December 5, 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**  
**Various Locations**

Email: **[raelynn.lujan@state.nm.us](mailto:raelynn.lujan@state.nm.us)**

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

Title: **Base Course District 6**

**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:**

**Vendor Titan Machinery Inc. has been acquired by Century Equipment Company.**

<b>From:</b>	<b>To:</b>
(AD) 0000049724	(AD) 0000146049
Vernon Hamilton Construction Co.	VHCC, LLC
PO Box 2558	PO Box 1110
Gallup, NM 87305	Gallup, NM 87305
(505) 722-7855	(505) 722-7855
belle@vernonhamiltoncon.com	www.vernonhamiltoncon.com

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Mark Hayden, New Mexico State Purchasing Agent

Date: 6/25/2020

× **This amendment was signed on behalf of the State Purchasing Agent**



State of New Mexico  
 General Services Department  
 Purchasing Division

Price Agreement Amendment

**Awarded Vendor:**  
 4 Vendors

Price Agreement Number: 80-805-17-16267

Price Agreement Amendment No.: Two

Term: December 6, 2017 – December 5, 2020

**Ship To:**  
 New Mexico Department of Transportation  
 Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: Raelynn.Lujan@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: Base Course District 6

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: In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 6, 2019 to December 5, 2020 at the same price, terms and conditions. Vendor (AC) has the following cost increase:

Item	Approx. Qty	Unit	Article and Description	Current Price	New Price
001	1,000	TON	Base Course Material	AC) \$8.75	\$12.50

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*  
 \_\_\_\_\_  
 Mark Hayden, New Mexico State Purchasing Agent

Date: December 6, 2019

*nmcp*



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
4 Vendors

Price Agreement Number: 80-805-17-16267

Price Agreement Amendment No.: One

Term: December 6, 2017– December 5, 2019

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

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Invoice:  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504-1149

Email: Raelynn.Lujan@state.nm.us

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

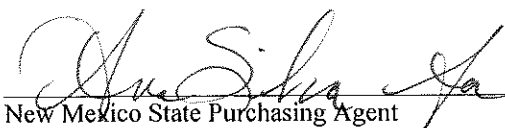
Title: **Base Course District 6**

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

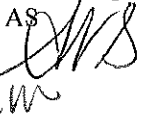
In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 6, 2018 to December 5, 2019 at the same price, terms and conditions.

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: 12/7/18

AS  
  
nm



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
4 Vendors (see page 7)

**Telephone No.:**


Price Agreement Number: 80-805-17-16267

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: **Base Course District 6**

Term: **December 6, 2017-December 5, 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: **11/30/17**

**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,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 80-805-17-16267

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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://insurennewmexico.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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 80-805-17-16267

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**Awarded Vendors:**

(AA) 0000046809  
C & E Concrete, Inc.  
PO Box 2547  
Milan, NM 87021  
505-287-2944

(AB) 0000054735  
FNF Construction, Inc.  
115 S. 48<sup>th</sup> Street  
Tempe, AZ 85281  
575-313-2323

(AC) 0000134102  
Michele's Ready Mix Rock & Recycle Inc.  
501 Patton Dr.  
Gallup, NM 87301  
505-863-3818

(AD) 0000049724  
Vernon Hamilton Construction Co. Inc.  
PO Box 2558  
Gallup, NM 87305  
505-722-7855

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 80-805-17-16267

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Establish a Price Agreement for the New Mexico Department of Transportation (NMDOT) for Base Course for the New Mexico Department of Transportation District Six.

**Term of Agreement:**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (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.

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.

**Bid Security:**

13-1-146. Requirement for bid security: bid security shall be required of bidders for construction contracts procured by competitive sealed bid when the price is estimated by the Procurement Officer to exceed twenty five thousand dollars (\$25,000). Bid security in an amount equal to at least five percent (5%) of the amount of the bid shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the State agency or a local public body.

**Bidding information:**

The conditions and specifications set out in the Invitation to Bid are inseparable and indivisible. Any Contractor, by submitting a bid, agrees to be bound by all such conditions and specifications. All conditions and specifications in the Invitation to Bid, and all other documents are required to be submitted. 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 Purchasing Division, constitute grounds for rejection of entire bid.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided hereunder. It is understood that the party providing said goods and/or services to the State is responsible for payment of all labor, equipment, tools, 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 Price Agreement conditions set out in the Invitation to Bid and the New Mexico Department of Transportation Standard Specification for Highway and Bridge Construction most recent edition and most current special provisions and supplemental specifications are a part of this Price Agreement.

No person shall act as a Contractor without a license issued by the Construction Industries Division classified to cover the type of work to be undertaken. No bid on a Price Agreement shall be submitted unless the Contractor has a valid license issued by the Construction Industries Division to bid and perform the type of work to be undertaken per Section 60-13-12, NMSA 1979.

The vendor is to indicate their Federal Tax ID Number, New Mexico Gross Receipts Number or Social Security Number \_\_\_\_\_.

**Tax Note:**

Price shall not include state gross receipts or local option tax. Tax shall be added at time of invoice at current rates as a separate item to be paid by the user.

**Escalation Clause:**

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

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

1. 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 including reason for increase.

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.

**Wage Rate Decision**

Prior to the issuance of work or a task order in excess of sixty thousand (\$60,000.00) the NMDOT District Office or Program must obtain a wage decision from the New Mexico Department of Workforce solutions specific to that work or task order. Wage decision may be obtained at the following link:  
[ww.dws.state.nm.us/Labor Relations/publicworks.html](http://ww.dws.state.nm.us/Labor%20Relations/publicworks.html)

**The Contractor Agrees To:**

- A. Provide competent supervision and skilled personnel to carry on all work in progress
- B. Comply with all local, state and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life, health and safety of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the Price Agreement.
- C. Indemnify and hold harmless the State, its officers and employees against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by or resulting from contractor's and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the Tort Claims Act (41-4-1 et.seq., NMSA 1978 Comp.) and Section 56-7-1 NMSA 1978 Comp., and any amendments thereto. It is specifically agreed between 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 suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this Price Agreement.
- D. A potential Contractor or the Contractor agrees to comply with the State laws pertaining to Worker's Compensation Insurance coverage for its employees. If contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

**Specifications:**

Materials purchased under this Price Agreement shall conform to the requirements for base course aggregate, as defined in Table 303.2.1:1 in section 303, Base Course, of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition or its most current edition.

In addition, contractor shall comply with all other sections, terms and conditions of the New Mexico Department of Transportation Standard Specification for Highway and Bridge Construction, 2014 edition or its most current edition with all special provisions and supplemental specifications as it pertains to processing, delivery and purchase of this material.

**Purchase and Delivery:**

The NMDOT District Six reserves the right to purchase materials from any of the awarded contractors based on the needs of the Department. The Engineer or designee will determine and use the Price Agreement item which best serves the Department needs, based on cost, delivery time, schedule of work and quality of materials. All decisions by the Engineer or his designee will be final.

The NMDOT District Six will utilize its contracted truck hauling services for the delivery of all materials purchased in this Price Agreement. Awarded contractor will not include delivery charges as a part of this Price Agreement.

The Contractor is responsible for the quality control of material provided. The awarded Contractor is expected to adhere to Section 303.3.7.1, Contractor Quality Control, Numbers 1-12 to ensure all materials are tested and meet specification during production of the material. The NMDOT District Six will obtain samples for acceptance in accordance with the Department's Minimum Testing Requirements. If the material fails to meet specifications in accordance with the New Mexico State Department of Transportation Standard Specification for Highway and Bridge Construction, 2014 Edition or its most current edition with all special provisions and supplemental specifications, NMDOT District Six will notify the Contractor to take corrective action to bring the material into specification before the District takes possession of the Base Course.

Acceptance of material(s) will be at the stockpile site based on production tests and samples taken by the Department prior to the Department picking up the material and payment. The Engineer or designee shall have the right and authority to reject nonconforming materials supplied by the successful contractor(s). Materials may be rejected for, but not limited to, failure to meet Department materials specifications or for failure to produce material within the time specified. Any material that is rejected shall not be paid for by the Department. The State and the Department, 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 material. When the materials are rejected, the Contractor shall be informed of the reason for the rejection of material. When the materials are rejected, the Contractor shall be informed of the reason for the rejection in writing as soon as practical after the rejection by the Engineer or his designee. The Contractor will be responsible for disposal of materials at stockpile locations that are rejected prior to completion of contract and final payment. The Contractor agrees to indemnify the State for any and all losses incurred due to delay in shipment or rejection of material.

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General Services Department  
Purchasing Division  
Price Agreement #: 80-805-17-16267

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The NMDOT is under no obligation to purchase base course material from the Contractor that is not required for the completion of the project.

The Contractor is advised that the base course shall be produced and stockpiled at the Contractors pit location. Base course aggregate purchased under this Price Agreement shall be measured by the ton. Contractor will be responsible for loading and weighing of material at the time of delivery, after accepted by NMDOT testing requirements. Contractor is to supply certified scale weigh tickets reflecting gross, tare and net weights and purchase order number.

The contractor will be notified of needs of base course and will be given thirty (30) days from date of notification to produce these items.

If contractor feels thirty (30) days is inadequate, contractor must notify in writing to the District Engineer as to why the material cannot be produced for approval within ten (10) days of notification. The District Engineer may accept/reject the requested extension at their discretion. Failure to notify will subject contractor to any liquidated damages per the New Mexico State Department of Transportation Standard Specification for Highway and Bridge Construction, 2014 edition or its most current edition with all special provisions and supplemental specifications.

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

The conditions and specifications set out in this Price Agreement 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. All other documents required to be submitted, shall be returned by the Contractor 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.

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

The quantities are estimates and are for bidding purposes only. The actual requirements will be determined by the District Engineer or designee, and the quantities may be increased or decreased as necessary to meet actual field requirements or needs. The Department does not guarantee any amount of work.

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 80-805-17-16267

**General Notes:**

1. The New Mexico Department of Transportation Standard Specifications for Road and Bridge Construction, 2014 edition or most current edition with all special provisions and supplemental specifications contained herein, and the applicable standard serials shall govern the specifications of this Price Agreement.
2. No material pit has been designated for this Price Agreement. The Contractor may obtain specification material from any acceptable source. The use of material from the TOADILTO Limestone formation will not be permitted to produce aggregate which will have emulsion or asphaltic mixed into it. All material pit action shall be governed by New Mexico State Department of Transportation Standard Specification for Highway and Bridge Construction, 2014 edition or its most current edition with all special provisions and supplemental specifications.
3. All materials produced off this Price Agreement shall be weighed on certified truck scales for payment. Weigh tickets shall be issued (the legal local limitations will be strictly enforced). Refer to the State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition or most current edition with all special provisions and supplemental specifications. Cross sections of stockpiles will not be acceptable for payment.
4. Final acceptance for the stockpiled base course shall be made at the stockpile site. The New Mexico Department of Transportation reserves the right to sample and test material at the crusher belt. Final acceptance shall be based on the results of the tests run at stockpile sites.
5. Aggregate that becomes contaminated or otherwise unusable shall be corrected by screening or washing at the Contractors expense. The Contractor shall submit samples to the project manager for acceptance of this material.
6. Quantities shown in the Price Agreement document are for estimating purposes only and may be increased or decreased as determined by the project manager.

Questions concerning this Price Agreement shall be directed to Michael Neely, Procurement Supervisor, by calling (505) 285-3240 or by e-mail at [michael.neely@state.nm.us](mailto:michael.neely@state.nm.us)

Item	Approx. Qty.	Unit	Article and Description	Price
001	1,000	TON	Base Course Material	AA)\$12.60 AB)\$30.00 AC)\$8.75 AD)\$14.10

**\*\*\*1 Item Total\*\*\***