



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
5 Vendors

Price Agreement Number: **80-805-18-16695**

Price Agreement Amendment No.: **One**

Term: **June 27, 2018 – June 26 2020**

Ship To:
New Mexico Department of Transportation
1619 Pinon Drive
Milan, NM 87021

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **(505) 827-0484**

Email: **Raelynn.Lujan@state.nm.us**

Invoice:
New Mexico Department of Transportation
PO Box 2160
Milan, NM 87021

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

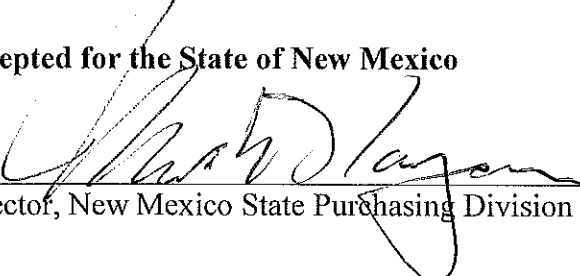
Title: **Asphalt Concrete Hot Laid in Place District 6**

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 June 27, 2019 to June 26, 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: 04/23/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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State of New Mexico General Services Department

Price Agreement

Awarded Vendor 5 Vendors Awarded Telephone No. ()

Price Agreement Number: **80-805-18-16695**

Payment Terms: **Net 30**

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

Delivery: **See page 6**

Ship To: New Mexico Department of Transportation 1919 Pinon Drive Milan, NM 87021
Invoice: New Mexico Department of Transportation PO Box 2160 Milan, NM 87021
For questions regarding this contract please contact: Angela Martinez 505-827-5127

Procurement Specialist: **Susan L. Phillips** *SLP*

Telephone No.: (505) 827-0488

Title: **Asphalt Concrete Hot Laid in Place District 6**

Term: **June 27, 2018 thru June 26, 2019**

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

Accepted for the State of New Mexico

[Signature]

 New Mexico State Purchasing Agent

Date: 06/27/2018

[Handwritten mark]

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-2

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-4

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

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

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Department Price Agreement

Article I – Statement of Work

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

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-5

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 #: 80-805-18-16695

Page-6

Awarded Vendors:

(AA) 0000047738
Albuquerque Asphalt, Inc.
P.O. Box 66450
Albuquerque, NM 87913
(505) 831-7311
bobw@alb-asphalt.com

Delivery: F.O.B. Destination (As required by using Agency)

(AB) 0000045365
Brasier Asphalt, Inc.
PO Box 19095
Albuquerque, NM 87119
505-873-1322
sandy.brasier@brasierasphalt.com

Delivery: As Requested

(AC) 0000054735
FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281
(480) 784-2910
jcreach@fnfinc.com

Delivery: 30 days after or as negotiated

(AD) 0000090285
GM Emulsion, LLC
5935 Agua Fria Street
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Delivery: Santa Fe

(AE) 0000047577
Mountain States Constructors, Inc.
3601 Pan American Freeway N.E. #111
Albuquerque, New Mexico 87107
505-292-0108
neil@msconstructors.com

Delivery: F.O.B Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-7

SPECIFICATIONS

Establish a Price Agreement for the New Mexico Department of Transportation (NMDOT), District Six, for Asphalt Concrete Hot Laid in Place, SP-VI, SP-III and OGFC, compacted and finished. This Price Agreement shall also include cold milling Bituminous Surfaces as directed by the NMDOT.

Term:

The term of this Contract 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 Contract shall not exceed four (4) years.

Performance and Material Bond:

Prior to issuance of contract order, the successful awarded contractor(s) must provide a performance bond and payment and materials bond equal to one hundred percent (100%) of the total contract order. Said bonds must be provided to the requesting office within ten (10) calendar days after notification by the Department and are to be filed with the user agency's purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the Department for losses and damages sustained by reason of default by vendor. The materials bond is to guarantee availability of equipment and acceptance of product. The cost of the performance bond will be borne by the contractor and is considered incidental to performing the work.

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 agency to utilize this contract to the best interest of the State of New Mexico. Multiple awards will be made to serve the best interest of the user agencies.

Prices quoted shall include all labor and equipment necessary to accomplish work.

The following procedure for the utilization of vendors shall be used on multiple source Price Agreements.

1. The selection of a vendor from a multiple source Price Agreement to complete a project shall be based on the project estimate (Purchase Order).
2. The Department shall evaluate the estimated quantities, unit costs, total costs per item and total project costs for each awarded vendor. The project estimate shall not be modified by adding new items after work has commenced.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the Department.

Public Works Minimum Wage Act:

This is a Public Works Contract subject to the provisions of the Public Works Minimum Wage Act, Sections 13-4-11 to 13-4-17 et. Seq., NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Workforce Solutions, Santa Fe, New Mexico, shall be in effect and utilized by the Contractor during the life of this contract. Wage decision No.SF-11-1412 dates 12/28/11 is a part of this agreement.

You are hereby advised that whatever differences exist between the minimum wage rates shown under wage decisions of the office of the New Mexico Department of Workforce Solutions, Santa Fe, New Mexico and those shown under current U.S. Department of Labor Wage Decisions, and any modifications thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or Subcontractor is willfully paying his/her laborers, mechanics and operators less than the rates required by the Contract for the work the laborers, mechanics, and operators are performing, the Contractor or Subcontractor may lose his/her right to proceed with the work.

Wage Rate Decision:

Prior to the issuance of work or a task order in excess of \$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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-8

Wage decision may be obtained at the following link:
<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

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

Hot Mix Asphalt pavement shall be in accordance with Section 423 Hot Mix Asphalt – Superpave (QLA and Non-QLA) of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition. The hot mix asphalt pavement shall be composed of a mixture of aggregate material, bituminous material, and hydrated lime in such proportions as determined by an Approved Private Laboratory and reviewed and approved by the State Asphalt Engineer. The aggregate fractions shall be sized, combined and mixed with asphalt in such proportions that result in a uniformly graded mixture, aggregate gradation Type SP-III or SP-VI as per Section 423 Hot Mix Asphalt Pavement (Super Pave) of the Standard Specifications for Highway and Bridge Construction, 2014 Edition,

The type and grade of bituminous material shall be performance graded asphalt binder PG70-22 and in accordance with Section 402 Asphalt Materials, Hydrated Lime, and Anhydrite Based Material of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.

The Department's Standard Specifications book can be purchased for a fee by calling 505-827-5209.

Sequential arrow display, channelization devices and reflectorized painted markings shall meet the requirements of Section 702-C, Construction Traffic Control Devices and Section 704 Pavement Markings, respectfully of the Special Provisions NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.

Hauling of Hot Mix Material: Method of measurement for payment will be as per item and shall be as determined by the District Engineer and their decision will be final.

Hauling of new hot mix asphalt through item #032 will be measured on an hourly basis when hot mix material is delivered directly from the plant to the machine. Hauling time shall include sufficient time for trucks to tare and stage at the plant, and sufficient time after the trucks last load of the day to return from the machine back to the plant. These times shall be agreed upon between the Contractor and the District Engineer or their designee prior to the start of the project.

Hauling of new hot mix asphalt through item #031 will be measured on a ton-mile basis. A ton-mile is described as one ton of hot mix material (per weigh ticket) that is hauled one (1) mile.

All haul items (hourly and ton-mile) are to be measured and/or verified by the District Engineer or their designee.

The Contractor shall designate the plant location for all hot mix items utilized in the project at the preconstruction meeting and prior to the purchase order being issued when the Contractor is required to supply the hot mix asphalt material.

Failure of the Contractor to provide the plant location will result in the New Mexico Department of Transportation issuing the purchase order to the next Contractor on the Price Agreement.

Specifications for Cold Milling of Bituminous Surfaces:

1. General: Section 414 plus any special provisions of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 edition, shall be considered an integral part of this Agreement.

2. Descriptions: This work shall consist of cold milling pavement surface(s) to the depth and width established by the engineer of the using agency and removing, hauling and disposing of cold milled materials as established by the engineer of the using agency. This work will consist of removing material from existing pavement surface(s) for:

- Texturing of roadway surface to improve profile and/or skid resistance
- Removing of material in preparation for an overlay

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-9

3. Milling Equipment: The equipment shall be a power operated planing or grinding machine capable of removing, in one (1) pass, a layer of bituminous pavement material to a depth of up to three (3) inches, capable of working in a single lane, and nominal widths of four (4), nine (9) or twelve (12) feet. The equipment shall be capable of accurately establishing profile grades within plus or minus one-quarter inch (W') tolerance by reference from either the existing pavement, curb or from independent grade control and shall have a positive means for controlling cross-slope elevation. The cutting area of the equipment shall be enclosed and must have an effective means of dust control.

4. Operations: The existing pavement surface shall be cold milled to the depth, width and grade established by the engineer of the using agency. Adjustments to the established depth shall be made in increments of one-quarter inch (1/4"). Adjustments shall be effected at the direction of the engineer of the using agency. Excessive grooving by cold milling will not be permitted. Excessive grooving shall be defined as a variation in the milled surface in excess of one-half inch (1/2") from the high point to the low point across the width of the surface milled by each pass of the milling machine.

5. Hauling of Milled Material: The cold milled pavement material shall be removed immediately and stockpiled or disposed of as specified by the engineer of the using agency. The Contractor shall use suitable hauling equipment to haul the milled materials. The engineer of the using agency shall determine the stockpile/disposal site. The maximum free haul shall be five (5) miles.

6. Construction Requirements-Correcting Profile and Texturing: The entire surface of existing bituminous pavement shall be removed to the minimum depth required to provide the desired texture uniformly across the entire pavement surface. The surface shall be textured to within one (1) foot of the face of curbs or as directed by the engineer or his designee, and to within six (6) inches of drain castings and utility covers, should gutter exceed one (1) foot in width. All the work to be done according to the New Mexico Department of Transportation Standard Specifications, 2014 Edition plus all special provisions and supplemental specifications that are applicable. Milling operations shall also be performed in accordance with the department's pavement drop-off guideline.

7. Traffic Control-Urban and Rural: The Contractor will supply all temporary signing, cones, barrels, barricades and any other traffic control devices as approved by the engineer or his designee. The Contractor shall prepare a written traffic control plan two (2) weeks prior to operations, and in accordance with the recommendations in part VI of the manual on Uniform Traffic Control Devices, most current edition. The plan shall be reviewed and approved by the Traffic Engineer of the using agency.

The sequential flashing arrow unit, as approved by the Department Product Evaluation Committee, shall be used for each lane closed. At least one lane shall be kept open to traffic with adequate flagging when working on a two (2) -lane road. All signs shall have portable stands and all traffic lanes shall be reopened to traffic during non-working hours.

8. Pavement Marking: The Contractor shall provide and install temporary reflectorized pavement markings or tabs at locations determined by the engineer of the using agency. Temporary reflectorized pavement markings may be either reflectorized tape, paint with reflectorized beads, or reflectorized tabs. The Contractor shall properly maintain all reflectorized pavement markings for a minimum period of two weeks after placement. The engineer of the using agency will have the option to decide which type of marking the Contractor is to provide. Pavement markings shall be installed at the end of each day's operation and shall be applied to a clean and dry surface.

9. Method of Measurement and Payment: Cold milling will be paid to the nearest one-half (1/2) square yard-inch.

Specifications for Indented Rumble Strips:

A. General: Section 631 plus any special provisions of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 edition, special provisions and supplemental specifications shall be an integral part of this Contract.

B. Description: This work shall consist of the installation of indented rumble strips milled into hot mix asphalt (HMA) shoulder in accordance with these specifications and at locations designated by the engineer of the using agency. (Reference the standard drawing)

C. Milling Method: The Contractor shall mill the indented rumble strips as designated by the engineer of the using agency into the HMA roadway shoulders. The device used for milling shall be capable of producing indentations as follows:

Rumble strips shall be offset six (6) inches from the edge of the Open Graded Friction Course (OGFC) or twelve (12) inches from the edge of shoulder stripe. The longitudinal dimensions of the indentations shall be seven (7) inches plus or minus one (1) inch and the transverse dimensions of the indentation shall be a minimum of sixteen (16) inches. Spacing between indentations shall be four (4) inches plus or minus one (1) inch. (Reference Standard Drawing or include standard drawing)

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

D. Alignment Control: Each miller shall be equipped with an acceptable guide that extends in front of the miller and is clearly visible to the operator in order that proper alignment of the completed indented rumble strip is obtained.

E. General Construction Requirements: The indented rumble strips shall be clearly incised grooves of the dimensions and pattern designated. The rumble strip indentions shall only be placed where called for by the engineer of the using agency.

F. Placement Requirements: Indented rumble strips shall be formed in one (1) pass of the milling device.

G. Method of Measurement: Indented rumble strips shall be measured longitudinally by the linear foot. Indented rumble strips will be measured longitudinally, parallel to the traveled way, for each side of the roadway where strips are placed. The rumble strip measurement shall begin at the transverse center of the first indentation and proceed along the center line of the indented rumble strip pattern to the center of the final indentation in the pattern. Breaks in the indented rumble strip pattern exists, principal intersections, and other interruptions in normal shoulder width will not be included in the measurement for payment.

H. Basis of Payment: Indented rumble strips will be paid for at the Contract unit price per linear foot.

I. Work Included in Payment: The following work and items will be considered as included in the payment for the main terms and will not be measured or paid separately: modifications of equipment repair of incorrectly placed rumble strips, and repair of damaged pavement.

Payments will be made under the following:

Pay Item	Unit
Cold Milled Bituminous Surface	S.Y.-Inch
Indented Rumble Strips	Linear Foot
Traffic Control-Urban	Hour
Traffic Control-Rural	Hour
Sequential Arrow Board	Hour
Haul (no payment for Hauls less than 5 miles)	Cubic Yard Mile
Re-establish Centerline Striping with Tape	Linear Foot
Re-establish Centerline Striping with Paint	Linear Foot
Indented Rumble Strips	Linear Foot
Re-establish Centerline Striping with Tabs	Each

Definition of Cubic Yard Mile: In the case that the milled material is hauled to a disposal site located more than five (5) miles from the work area; the hauled material will be paid for at the unit price submitted for this item. The engineer of the using agency shall compute in place the cubic yards of material to be milled per one-half inch (1/2) increments. The quantity multiplied by the haul distance (less free haul of five (5) miles) shall be used to pay this item.

The Contractor Agrees To:

- A. Provide competent Supervision and skilled personnel to carry on all work in progress.
- B. Furnish all equipment, labor, materials and tools required to perform the work specified.
- C. Be responsible for locating a suitable equipment storage area for the storage of his equipment during the night time hours and non-working hours. No storage of equipment will be allowed within the highway right-of-way unless approved by the engineer or his designee. If such approval is granted, the equipment shall be stored out of the clear zone to allow for a safe recovery area.
- D. Be responsible for all clean-up of materials on roads, streets and equipment storage areas resulting from the performance of this work before a final inspection is conducted and the work is accepted.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-11

- E. Provide for traffic control in accordance with the manual on Uniform Traffic Control Devices (MUTCD), Current Edition and the NMDOT Standard Specifications for Highway and Bridge Construction, Current Edition and any applicable special provisions. Contractor shall submit a traffic control permit application and CAD drawings of his proposed traffic control plan to the District Six Traffic Engineer at least two (2) weeks prior to the construction start date. The contractor shall not begin work without an approved traffic control plan and permit.
- F. Comply with local state and federal regulations governing safety, health and all sanitation. The contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of work by this Price Agreement.
- G. Be responsible for project being completed in accordance with the specifications.
- H. Attend a pre-construction conference set up by the designated Department representative.
- I. Submit a work schedule prior to construction.
- J. Comply with the provisions of the Department's current pavement drop-off guidelines for construction work zones.

The NMDOT will provide an engineer or designee to inspect all operations. The engineer or designee will be responsible for enforcement and interpretation of the specifications, and his decision shall be final.

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 properties caused by, or resulting from omissions while contractor, and/or its employees, perform or fail to perform its obligations and duties under the terms of this Price Agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the Tort Claims Act (Section 41-4-1 et Seq., N.M.S.A. 1978 comp and Section 56-7-1 N.M.S.A. 1978 comp) and any amendments thereto. It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or any other claims whatsoever pursuant to the provisions of this Price Agreement.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractor's expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the Price Agreement, 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.

A. Public Liability and Automobile Liability Insurance:

- 1. General Liability: Bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

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

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

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 - 1. Coverage for liability arising out of the operation of independent contractors;
 - 2. Completed operation coverage; and
 - 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-12

c. In the event that form of work next to an existing building or structure is a required part of the Price Agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of the collapse of or structural injury to building or structures due to excavation, including burrowing, filling, or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging or drilling or to injury to or destruction of property at any time resulting therefrom.

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

Bodily injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence annual aggregate) Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

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

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

If contractor fails to comply with Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

C. Certificate of Insurance/Department as Additional Insured: The Contractor being awarded the Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The certificate of Insurance shall be submitted upon request of the Department.

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

The Certificate of insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, canceled or allowed to lapse without giving the Department thirty (30) days prior written notice. Also, a Certificate of insurance shall be furnished to the Department on renewal of a policy or policies as necessary during the terms of this Price Agreement.

The Department shall not issue a Notice to Proceed until such a time as the above requirements have been met.

D. Umbrella Coverage: The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for an individual contractor. The Department will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection A.1.a of this Price Agreement should such insurance otherwise meet all requirements of such subsections.

E. Optimal Insurance: The Contractor shall procure and maintain, when required by the Department, form and types of Bailee Insurance such as, but not limited to, Builder's Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc., in an amount necessary to protect the Department against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents or Subcontractors.

F. Railroad Insurance: In the event that railroad property is affected by the subject Price Agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability Policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-13

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability: \$2,000,000 each occurrence (annual aggregate) Liability and Physical Damage to property: \$6,000,000 aggregate (annual aggregate)

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability (AASHTO Form).

The conditions listed in the above paragraphs are an integral part of this Price Agreement and shall be the conditions regulating the performance of any agreement between the Contractor and the State of New Mexico and any commissions, divisions or departments thereof.

The Contractor 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.

Bidders bidding on this state Price Agreement must be New Mexico Contractors, as that term is defined in Section 13-4-2 N.M.S.A 1978.

State of New Mexico Contractor's License Number: _____.

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 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 Invitation to Bid shall in the discretion of the state constitute grounds for rejection of the entire bid. The State will not accept any added stipulation by the vendor.

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

State Compensation:

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses or other costs necessary to complete the service or goods provided.

Payment will be withheld until final inspection and acceptance of job as satisfactory by the District Engineer or his designee.

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

Payment Provisions:

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 service, 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 (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the contractor within five (5) working days of receipt of the funds from that funding agency.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16695

Page-14

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

Escalation/Reduction Clause:

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. 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.

Quantities:

Actual requirements will be determined by the engineer or his designee and quantities may be increased or decreased and locations changed if deemed necessary by the engineer.

The Department intends to award this project to multiple bidders. The Department reserves the right to reject any and all bids, to waive technical irregularities and to award the Contract to the vendors whose bid it deems to be the best interest of the State of New Mexico.

The using agency will provide an engineer or designee to inspect operations. The engineer or designee will be responsible for the project being completed in accordance with the plans and specifications.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16695

Item	Approx. Qty.	Unit	Article and Description	Vendor (AA)	Vendor (AB)	Vendor (AC)	Vendor (AD)	Vendor (AE)
1		Tons	Hot Mix Asphalt Pavement SP-IV Contractor Furnished HMA Complete in Place 0 to 6,000	\$109.00	\$105.00	\$120.00	\$110.00	\$123.00
2		Tons	Hot Mix Asphalt Pavement SP-IV Contractor Furnished HMA Complete in Place 6,001 and Over	\$100.50	\$102.00	\$110.00	\$100.00	\$96.00
3		Tons	Hot Mix Asphalt Pavement SP-IV State Furnished HMA Complete in Place 0 to 6,000	\$33.00	\$28.00	\$50.00	\$35.00	\$45.00
4		Tons	Hot Mix Asphalt Pavement SP-IV State Furnished HMA Complete in Place 6,001 and Over	\$24.50	\$23.00	\$33.00	\$25.00	\$28.00
5		Tons	Hot Mix Asphalt Pavement SP-III Contractor Furnished Complete in Place 0 to 6,000	\$101.50	\$100.00	\$120.00	\$110.00	\$121.00
6		Tons	Hot Mix Asphalt Pavement SP-III Contractor Furnished Complete in Place 6,001 and Over	\$93.00	\$98.00	\$113.00	\$100.00	\$92.00
7		Tons	Hot Mix Asphalt Pavement SP-III State Furnished Complete in Place 0 to 6,000	\$29.00	\$28.00	\$50.00	\$40.00	\$45.00
8		Tons	Hot Mix Asphalt Pavement SP-III State Furnished Complete in Place 6,001 and Over	\$23.00	\$23.00	\$33.00	\$25.00	\$28.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16695

Item	Approx. Qty.	Unit	Article and Description	Vendor (AA)	Vendor (AB)	Vendor (AC)	Vendor (AD)	Vendor (AE)
9		Tons	Emulsified Asphalt (CSS-1 or SS-1) for Tack Coat Completed in Place 0 to 20	\$615.00	\$550.00	\$700.00	\$650.00	\$633.00
10		Tons	Emulsified Asphalt (CSS-1 or SS-1) for Tack Coat Completed in Place 21 and Over	\$615.00	\$550.00	\$700.00	\$650.00	\$633.00
11		Tons	Open Graded Friction Course (OGFC) with PG 76-28+ Complete in Place	\$122.00	\$125.00	\$160.00	\$130.00	\$150.00
12		Hour	Traffic Control:					
			Urban	\$200.00	\$225.00	\$200.00	\$175.00	\$165.00
			Rural	\$200.00	\$200.00	\$200.00	\$150.00	\$165.00
13		Hour	Sequential Arrow Display	\$8.15	\$10.00	\$25.00	\$5.00	\$10.00
14		L.F.	Markings, Reflectorized 4" Painted Markings 0 to 20,000	\$0.20	\$0.28	\$0.50	\$0.40	\$1.10
15		L.F.	Markings, Reflectorized 4" Painted Markings 20,001 to 60,000	\$0.16	\$0.20	\$0.30	\$0.25	\$0.40
16		L.F.	Markings, Reflectorized 4" Painted Markings 60,001 and Over	\$0.13	\$0.15	\$0.25	\$0.20	\$0.23
17		L.F.	Markings, Reflectorized 6" Painted Markings 0 to 20,000	\$0.26	\$0.30	\$0.50	\$0.50	\$1.25
18		L.F.	Markings, Reflectorized 6" Painted Markings 20,001 to 60,000	\$0.22	\$0.25	\$0.30	\$0.30	\$0.50

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16695

Item	Approx. Qty.	Unit	Article and Description	Vendor (AA)	Vendor (AB)	Vendor (AC)	Vendor (AD)	Vendor (AE)
19		L.F.	Markings, Reflectorized 6" Painted Markings 60,001 and Over	\$0.16	\$0.20	\$0.25	\$0.20	\$0.28
20		L.F.	Markings, Reflectorized 6" Painted Markings 0 to 20,000	\$0.26	\$0.30	\$0.55	\$0.50	\$1.25
21		Each	Chip Seal Markers, Flip-Type Temporary Markers for Pavement Markings as Required by the Engineer or Designee of the Using Agency	\$2.00	\$0.85	\$1.99	\$2.00	\$1.60
22		L.F.	Removal of Temporary Chip Seal Markers-(This item will be done under proper traffic control only.)	\$0.20	\$0.50	\$0.20	\$0.75	\$0.55
23		SY-IN	Cold Milling Bituminous Surface, 1/2 Inch Increments 0 to 10,000	\$1.89	\$1.05	\$1.00	\$1.00	\$2.25
24		SY-IN	Cold Milling Bituminous Surface, 1/2 Inch Increments 10,001 to 30,000	\$0.78	\$0.85	\$0.90	\$0.70	\$1.70
25		SY-IN	Cold Milling Bituminous Surface, 1/2 Inch Increments 30,001 to 60,000	\$0.72	\$0.75	\$0.80	\$0.65	\$0.93
26		SY-IN	Cold Milling Bituminous Surface, 1/2 Inch Increments 60,001 and Over	\$0.52	\$0.65	\$0.75	\$0.55	\$0.75
27			Patching of Milled Surface	\$25.00	\$15.00	\$35.00	\$15.00	\$22.00
28		L.F.	Indented Rumble Strips	\$0.55	\$0.25	\$1.10	\$1.00	\$0.78

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16695

Item	Approx. Qty.	Unit	Article and Description	Vendor (AA)	Vendor (AB)	Vendor (AC)	Vendor (AD)	Vendor (AE)
29		Mile	Mobilization (No Payment Will be Made for Moves of Less Than 50 Miles)	\$22.00	\$75.00	\$250.00	\$75.00	\$150.00
30		CY Mile	Charge per Yard Mile for Hauling Material When Over 5 Miles From the Jobsite	\$0.45	\$0.50	\$0.43	\$0.45	\$0.45
31		Ton Mile	Hauling of Hot Mix Material					
			0 to 25 Miles From Hot Plant	\$0.45	\$0.45	\$0.50	\$0.45	\$0.42
			26 to 50 Miles From Hot Plant	\$0.35	\$0.40	\$0.49	\$0.40	\$0.35
			51 to 75 Miles From Hot Plant	\$0.29	\$0.35	\$0.45	\$0.35	\$0.30
			Over 75 Miles From Hot Plant	\$0.29	\$0.30	\$0.40	\$0.30	\$0.27
32		Hour	Hauling of Hot Mix Material	\$90.00	\$95.00	\$95.00	\$90.00	\$95.00

32 Items Total

File Routing CHECKLIST

Procurement Name: Asphalt Hot Laid in Place District 6

Procurement Number: 80-805-18-16695

Buyer Name: Susan L. Phillips

Check list Actions	Responsible Party	Complete	Step Not Required	Comments
Award Signature and return to Buyer	SPA or designee	✓		
Scan Award into G:\A Scans\Buyer Name	Buyer	✓		
If New Award: Rename file and move award from G:\A Scans to G:\Agency Contract PDF	Buyer	✓		
If Amendment: Insert file from G:\A Scans to PDF copy of original award	Buyer		✓	
Update status in SciQuest	Coming Soon			
Complete Procurement Tracker	Buyer			
If amendment: upload amendment only in procurement tracker				
Upload contract into SHARE	Buyer			
Email PDF award to agency	Buyer			
Email and/or mail PDF award to awarded vendor(s)	Buyer			
Review for above completion	Staff Manager			
If Statewide--Post to Website	Webmaster			
If Fees--Update Revenue spreadsheet	Fee master			
Final actions/review (Procurement Tracker completion; check website posting, revenue spreadsheet)	Staff Manager			
File the Folder	Front Desk or Construction Bureau Buyer			