



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Price Agreement Number: 81-805-18-16684

Price Agreement Amendment No.: One

Term: **July 16, 2018 – July 15, 2020**

Procurement Specialist: Yulastuti Wulandari

Telephone No.: (505) 827 0485

Email: Yulastuti.Wulandari@state.nm.us

Awarded Vendor
4 Vendors

Ship To:
New Mexico Department of Transportation
District 3 Stores
7500 Pan American Freeway NE
Albuquerque, NM 87109

Invoice:
New Mexico Department of Transportation
District 3
PO Box 91750
Albuquerque, NM 87199

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

Title: Open Graded Friction Course District 3

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 July 16, 2019 to July 15, 2020 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Director, New Mexico State Purchasing Division

Date: 05/14/2019



State of New Mexico General Services Department

Price Agreement

Awarded Vendor
4 Vendors (see page 6)

Telephone No. ()

Price Agreement Number: **81-805-18-16684**

Payment Terms: **Net 30**

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

Delivery: **See page 6**

Ship To:
New Mexico Department of Transportation
District 3 Stores
7500 Pan American Freeway NE
Albuquerque, NM 87109

Procurement Specialist: **Yulastuti Wulandari** *yw*

Telephone No.: **(505) 827-0485**

Invoice:
NMDOT, District 3
PO Box 91750
Albuquerque, NM 87199

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

Title: Open Graded Friction Course District 3

Term: July 16, 2018 thru July 15, 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

New Mexico State Purchasing Agent

Date: 7/13/18

yw
CMM

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,

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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.

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.

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000047738
Albuquerque Asphalt, Inc.
PO Box 66450
Albuquerque, NM 87193
505-831-7311

Delivery: As Requested

(AB) 0000045365
Brasier Asphalt, Inc.
PO Box 19095
Albuquerque, NM 87119
505-873-1322

Delivery: As Requested

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

Delivery: 30 Days after or as negotiated

(AD) 0000047577
Mountain States Constructors, Inc.
3601 Pan American Freeway NE, #111
Albuquerque, NM 87107
505-292-0108

Delivery: FOB Destination

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Establish a Price Agreement for the New Mexico Department of Transportation (NMDOT), District 3, for Open Graded Friction Course, in place, compacted and finished.

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.

Scope of Services:

Quantities are estimates; exact quantities shall be determined by the District Engineer or his designee. Open Graded Friction Course shall be in accordance with Section 403, Open Graded Friction Course (OGFC), of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition.

The Open Graded Friction Course shall be composed of a mixture of aggregates, bituminous material, and hydrated lime in such proportions as determined by the materials laboratory. The aggregate fractions shall be sized, combined, and mixed with bituminous material, and hydrated lime in such proportions that result in a uniformly grade mixture as per Section 403, Open Graded Friction Course.

The type of bituminous material shall be polymerized asphalt cement PG 70-28+. The amount of bituminous material to be used in the mixture to be established by the engineer within the range of six percent (6%) to nine percent (9%) bituminous material by weight of this total mix, and shall be maintained within plus or minus three tenths percent (0.3%).

The mineral aggregate will be mixed with hydrated lime in accordance with provisions of Section 402. The mixing plant shall dry, size, blend, and mix the mineral aggregate and the bituminous material uniformly. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate with bituminous material.

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

Cold Millings shall be in accordance with Section 414 Cold Milling of the NMDOT Standard Specifications for Highway and Bridge Construction, 2014 Edition and applicable special provisions (except as noted below):

1. The milled surface shall not remain exposed to traffic more than three (3) calendar days, exclusive of days where weather conditions prevent the contractor from effectively pursuing surfacing operations for six (6) or more hours as determined by the engineer, from the date of milling before subsequent surfacing operations are performed.
2. All cold millings that shall become property of the using agency and shall be hauled and stockpiled as directed by the engineer. Contractor shall be responsible to provide suitable equipment to haul and stockpile the milled material. Cold milling material maximum free haul shall be ten (10) miles from either project limits, whichever is less.

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3. In the event that agency declines to receive project cold millings, and at the discretion of the Assistant District Engineer Maintenance, the Contractor shall credit the agency the value of cold millings at \$14.25/cubic yard as specified in the most current salvable materials standardized price list. This credit will be itemized as a milling credit on the purchase order and deducted from the calculated subtotal. The Contractor shall credit the agency for all accepted quantities as directed by the engineer at the rate volume described in item 5 below.
4. Cold milled material shall be measured by area in square yards (SY) for each increment of depth removed; the increment unit being one-half (1/2) inch.
5. The accepted quantities of cold milled surface will be paid for at one (1) contract unit price (cubic yard), per total surface area milled, at one-half (1/2) inch increments.

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

Project Delivery Requirements:

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

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

Method of Measurement and Payment:

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

Traffic Control:

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

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

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Bidding Information:

The conditions and specifications set out in the Invitation to Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the Invitation to Bid, and all other documents required to be submitted, shall be returned by the vendor in his/her 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 prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, materials, state and federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this Invitation to Bid include an amount sufficient to cover such costs.

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

Vendor is requested to indicate their Federal Tax ID Number, New Mexico Gross Receipts or Social Security Number _____.

The NMDOT reserves the right to reject any and all bids, to waive technical irregularities, and to award the Price Agreement to the bidder whose bid is deemed to be in the best interest of the New Mexico Department of Transportation, District Three.

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 hereof 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 other claims whatsoever pursuant to the provisions of this Price Agreement.

Contractor agrees to:

1. furnish all equipment, labor, material and tools required to perform the work specified.
2. 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 at least thirty (30) feet from the edge of the roadway or other measures will be taken for shielding to accomplish passing safe zone to allow for a safe recovery area.
3. be responsible for all cleanups of materials on roads and streets resulting from the performance of this work before final inspection is conducted and the work is accepted.
4. shall provide a traffic control plan to the District Traffic Engineer for approval and shall not start work without a traffic control plan approved by the District Traffic Engineer or designee. The traffic control plan shall be in accordance with the Manual on Uniform Traffic Control Devices in construction and maintenance work zones.
5. provide competent supervision and skilled personnel to carry on all work in progress.
6. comply with all local, state and federal regulations governing safety, health and all sanitation. 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.
7. be responsible for the project being completed in accordance with the specifications.

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8. attend a pre-construction conference scheduled by the department prior to start of work. A work schedule shall be furnished to the department by the contractor at this meeting.
9. furnish the district public information's contractor with a list of lane closures one (1) week prior to closing traffic lanes.

Name and phone number of public information contractor will be provided at the meeting listed in Item 8 above.

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.

Contractor Note:

No person shall act as a contractor without a license issued by the Construction Industries Division (CID) classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the contractor to bid and perform the type of work to be undertaken, §60-13-12, NMSA 1978.

Contractor's License No. _____.

Public Works Minimum Wage Act:

This is a Public Works contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or subcontractor is willfully paying his laborers, mechanics, or operators less than the rates required by the agreement for the work the laborers, mechanics, and operators are performing, the contractor or subcontractor may lose his 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. Wage decision form will be found at the following link:
<http://www.dws.state.nm.us/LaborRelations/Laborinformation!PublicWorks> Wage Rates must be attached to each contract order issued in excess of \$60,000.

Multiple Awards:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

Escalation / Reduction Clause:

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

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

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

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

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, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail 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 (Section 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 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 hereof 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 other claims whatsoever pursuant to the provisions of this Price Agreement.

Payments and Invoicing:

Within fifteen (15) days after the date the New Mexico Department of Transportation receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the New Mexico Department of Transportation shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the New Mexico Department of Transportation finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action.

Upon certification by the New Mexico Department of Transportation that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

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

Tax Note:

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.

Prior to payment, vendor shall supply Certificates of Compliance to NMDOT (District 3) Maintenance Assistant District Engineer or Designee.

All services and material shall be subject to inspection for acceptance by authorized NMDOT personnel.

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.

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

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.

Performance & Payment Bond:

Prior to issuance of a contract order, the successful Contractor must provide a Performance Bond and Payment and Material Bond equal to one hundred percent (100%) of the total contract order. Said bonds must be provided to the requesting office of the total contract order 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 the work order being issued to another vendor and the difference being charged back to the awarded Contractor.

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.

Mobilization:

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

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Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements, see also "Method of Measurement and Payment". The State of New Mexico does not guarantee any amount of work.

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

FOB:

Delivery Address:

District 3 Stores
 7500 Pan American Freeway NE
 Albuquerque, NM 87109

Billing Address:

NMDOT, District 3
 PO Box 91750
 Albuquerque, NM 87199

ATTENTION VENDORS: Please email invoices to: nmdot-d3.ap@state.nm.us

ITEM	APPROX. QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
001	100,000	S.Y.	Friction Course Bituminous Open Grade Friction Course with PG70 28+ Bituminous material 5/8" thick, complete in-place within D3 Boundaries	(AA) \$ 3.80 (AB) \$ 4.90 (AC) \$ 5.79 (AD) \$ 4.25
002	30	Hour	Rural Traffic Control	(AA) \$ 89.79 (AB) \$ 220.00 (AC) \$ 65.00 (AD) \$ 111.00
003	10	Day	Rural Traffic Control per Day (24 hour period)	(AA) \$ 1,267.56 (AB) \$ 5,000.00 (AC) \$ 312.00 (AD) \$ 1,325.00
004	4	Week	Rural Traffic Control (7 Day Period)	(AA) \$ 6,337.80 (AB) \$ 35,000.00 (AC) \$ 1,560.00 (AD) \$ 6,460.00
005	30	Hour	Urban Traffic Control	(AA) \$ 132.04 (AB) \$ 200.00 (AC) \$ 65.00 (AD) \$ 155.00

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ITEM	APPROX. QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
006	10	Day	Urban Traffic Control Per Day (24 Hour Period)	(AA) \$ 1,584.45 (AB) \$ 4,560.00 (AC) \$ 455.00 (AD) \$ 1,640.00
007	4	Week	Urban Traffic Control (7 day period)	(AA) \$ 7,394.10 (AB) \$ 31,920.00 (AC) \$ 2,730.00 (AD) \$ 7,510.00
008	30	Hour	Arrow Display Sequential	(AA) \$ 5.28 (AB) \$ 10.00 (AC) \$ 22.10 (AD) \$ 6.00
009	10	Day	Arrow Display Sequential (24 hour period)	(AA) \$ 47.53 (AB) \$ 80.00 (AC) \$ 195.00 (AD) \$ 50.00
010	4	Week	Arrow Display Sequential (7 day period)	(AA) \$ 237.67 (AB) \$ 500.00 (AC) \$ 65.00 (AD) \$ 240.00
011	20000	L.F.	Reflectorized Markings	(AA) \$ 0.45 (AB) \$ 0.44 (AC) \$ 0.75 (AD) \$ 0.40
012	40	Hour	Variable Message Board	(AA) \$ 21.13 (AB) \$ 15.00 (AC) \$ 52.00 (AD) \$ 25.00

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ITEM	APPROX. QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
013	10	Day	Variable Message Board (24 hour period)	(AA) \$ 100.35 (AB) \$ 360.00 (AC) \$ 91.00 (AD) \$ 110.00
014	4	Week	Variable Message Board (7 Day Period)	(AA) \$ 713.00 (AB) \$ 2,520.00 (AC) \$ 585.00 (AD) \$ 725.00
015	5000	Each	Chip Seal Marker Flip type temporary markers for pavement markings as required by the engineer of the using agency or designee.	(AA) \$ 1.22 (AB) \$ 0.80 (AC) \$ 2.00 (AD) \$ 1.15
016	1000	L.F.	Installation of Temporary Striping Tape Contractor shall install removable temporary striping tape on the pavement areas. This item will be done under proper traffic control only. Install must be in accordance with the NMDOT Standard Specification for Highway and Bridge Construction Section 407, 2014 Edition	(AA) \$ 1.45 (AB) \$ 1.00 (AC) \$ 2.50 (AD) \$ 1.40
017	1000	L.F	Removal of Temporary Striping Tape Contractor shall remove removable temporary striping tape that was placed on the pavement areas. This item will be done under proper traffic control only.	(AA) \$ 0.85 (AB) \$ 1.00 (AC) \$ 2.00 (AD) \$ 0.40
018	10000	S.Y.	Night Incentive/Work Restriction Incentive The night incentive for the quantity placed at night, shall take place whenever the contractor is required, by the NMDOT Assistant District Engineer-Maintenance, to work at night. Additional payment, per square yard, per day, for OGFC Operations when time restrictions imposed by the department limit lane closures to six (6) hours a day or less.	(AA) \$ 1.45 (AB) \$ 1.50 (AC) \$ 2.00 (AD) \$ 1.67

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ITEM	APPROX. QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE
019	30	Ton	Emulsified Asphalt, Tack Coat (CSS-1, CSS-1H) CSS-1 or CSS-1H completed in-place within a 55 mile radius of the Big "I" interchange, Albuquerque, NM. In-place must be in accordance with the NMDOT Standard Specifications for Highway and Bridge Construction Section 407, 2014 Edition.	(AA) \$ 500.00 (AB) \$ 510.00 (AC) \$ 900.00 (AD) \$ 475.00
020	75000	S.Y.	HMA/OGFC cold millings 1/2" Increments	(AA) \$ 0.54 (AB) \$ 1.00 (AC) \$ 1.00 (AD) \$ 1.20
021	5000	Each	Removal of Chip Seal Marker This item will be done under proper traffic control only.	(AA) \$ 0.50 (AB) \$ 1.00 (AC) \$ 0.75 (AD) \$ 0.95
022	3500	Yard	Charge per yard-mile for hauling milled material when over 10 miles from the jobsite ("YD" unit of measure for this item = Yd-Mi)	(AA) \$ 1.70 (AB) \$ 0.55 (AC) \$ 0.38 (AD) \$ 0.50