



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
4 Vendors – Please see page 6

Telephone No.: \_\_\_\_\_

Price Agreement Number: 90-805-19-16750

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6 for details

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

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

**Invoice:**  
New Mexico Department of Transportation -  
District 4  
PO Box 10,  
Las Vegas, NM 87701

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

Title: **Surface Treatment Aggregate- District 4**

Term: **June 10, 2019 – June 9, 2020**

**This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

Accepted for the State of New Mexico

*[Signature]*  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 6/10/2019

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

*nm*

**Terms and Conditions**  
(Unless otherwise specified)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **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.

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**Article V - Termination**

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

**Article VI – Amendment**

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

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

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

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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

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**Awarded Vendors:**

(AA) 0000048544  
BTU Block & Concrete, Inc.  
PO Drawer 578  
Raton, NM 87740  
(575) 445-2373  
buddysonch@hotmail.com  
wayne@btudoitcenter.com

Payment Term: Net 10<sup>th</sup>/ Net 30  
FOB: Destination  
Delivery: As Requested

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

Payment Term: Net 30 Days  
FOB: Destination  
Delivery: 30 days or as negotiated

(AC) 0000049258  
Northern Mountain Constructors Inc.  
PO Box 348  
El Prado, NM 87528  
(575) 758-4395  
dispatch@taosgravel.com

Payment Term: Net 30  
FOB: Destination  
Delivery: As Requested

(AD) 0000052204  
Olivas Trucking Co.  
PO Box 504  
Mora, NM 87732  
(505) 350-9749  
olivastruckingmora@yahoo.com

Payment Term: Net 30  
FOB: Destination  
Delivery: 10 days

**Specifications:**

**Surface Treatment Aggregate – District Four**

**Purpose:**

To establish a price agreement for the New Mexico Department of Transportation (NMDOT) District Four for the purchase of 3/8" Surface Treatment Aggregate.

**Terms and Conditions:**

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

**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 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 (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification.

**Escalation Clause:**

In the event of a product cost increase an escalation request will be reviewed by NMDOT. Please be aware this measure is not intended to allow increases in profit margin, only to compensate for an actual cost increase. Price decrease as well as increases shall apply. If vendor's prices are reduced for any reason, DOT 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 DOT. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
- b.) Price agreement item number affected
- c.) Current item price
- d.) Proposed new price
- e.) Percentage of increase; and  
Mill/supplier notification of price increase indicating percentage of increase.

**Minimum Requirements:**

Surface treatment aggregate shall be in accordance with the following characteristics listed below:

Gradation for 3/8" surface treatment aggregate:

Sieve Size	Percent Passing
5/8 inch	100%
½ inch	100%
3/8 inch	100%
#4	0 to 15%
#10	0 to 5%
#200	0 to 2%

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At least 80 percent of all delivered material shall be particles having at least two (2) fractured faces. A face will be counted as fractured whenever one-half or more of the surface, when viewed normal to the face, is fractured.

The contractor is advised that hauling and stockpiling the surface treatment aggregate shall be incidental to the cost of furnishing the items, and no separate measurement or payment will be made. The contractor is advised that the Department will not make payments for incomplete or partial stockpiles.

Stockpiling activities will conform to subsection 423.2.2.3 of the Department's Standard Specifications for Highway and Bridge Construction, current edition. The Department's current specification book can be purchased for a fee from the State Construction Bureau, PO Box 1149 Santa Fe, New Mexico 87501.

Delivery of material for each line item is to be completed within 30 days of the purchase order. If deliveries are not made within this period, the Department reserves the right to access liquidated damages as per section 108.8 of the Standard Specifications, current edition.

The order of the stockpile delivery shall be determined by the Department needs, as per the discretion of the District Engineer or his/her designee.

The Department reserves the right to cancel any order due to emergencies or bad weather conditions and will not incur any charges if this occurs.

The stockpile pad will be built with the stockpile while it is being constructed and the quantity for the pad loss will be computed in the bid quantity.

When deliveries are made, the Contractor shall deliver a minimum of 300 tons per day to the designated stockpile location. Each individual stockpile order shall be completed before another is to be ordered unless location changes are made and agreed upon by both the NMDOT and the Contractor.

To prevent material contamination, all material must be delivered by end-dump trucks only.

All work and/or deliveries of materials by the awarded Contractor(s) shall be performed during the normal working hours of the NMDOT unless otherwise directed by the District Engineer or his designee. Contractor shall be required to notify the Chip Seal Supervisor of times and dates of deliveries.

Basis of payment to be by the tonnage on certified weight scales provided by the Contractor. A net weight ticket shall be provided with each load. The NMDOT shall have the right to verify any load.

Acceptance for materials shall be at the stockpile locations. Acceptance will be based on tests obtained from the materials delivered. The District Engineer or his Designee shall have the right and authority to reject any non-conforming materials supplied by the Contractor. Materials may be rejected for failure to meet NMDOT materials specifications, failure to be stockpiled according to specifications, or failure to be delivered within the time specified. When material is rejected, the Contractor shall be informed of the reason for the rejection in writing as soon as practical by the District Engineer or his designee. The Contractor shall remove rejected materials prior to completion of contract and final payment. Any material that is rejected shall not be paid for by NMDOT. The Contractor agrees to indemnify the State for any and all losses incurred due to delay in shipment or rejection of material.

Courtesy testing at crushing site may be performed if agreed to by both the Department and Contractor. Acceptance testing shall only be done at the stockpile. The Contractor may, at his own expense, hire an independent laboratory to resolve any disputes of quality. In order to be considered by the Engineer, any work of this nature must be performed and reported by NMDOT approved testing laboratory. Otherwise all tests, measurements and conversions performed by NMDOT personnel shall be final.



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Aggregate screening shall consist of all labor, mobilization, equipment and materials to screen NMDOT furnished aggregate. Screening plant shall have a minimum of a 2 deck screen. The top deck will screen out any debris or oversize material. The bottom deck will carry product and screen out any fine material and reject it. A new stockpile pad for clean material will be built as the stockpile is constructed.

Any screening project should be completed within a timely manner. Basis of payment for screened materials to be by the cubic yard as verified by NMDOT cross-sections.

Screened aggregate material shall be in accordance with the following characteristics below:

Gradation for 3/8" surface treatment aggregate:

Sieve Size	Percent Passing
5/8 inch	100%
1/2 inch	100%
3/8 inch	100%
#4	0 to 15%
#10	0 to 5%
#200	0 to 2%

**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 this 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.

**Insurance:**

**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 the insurance companies authorized to do business in New Mexico and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

**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: \$500,000 each occurrence; \$1,000,000 aggregate  
Property Damage Liability: \$500,000 each occurrence, \$1,000,000 aggregate

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- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which much 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 a form of work next to an existing building or structure is a required part of the Contract, 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 borrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of buildings or structures or removal or rebuilding of structural supports thereof.
  - c. 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 including in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owed, non-hired cars. The limits of liability for automobile insurance shall be provided in the following amounts:

Bodily Injury Liability: \$500,000 each occurrence; \$1,000,000 aggregate  
Property Damage Liability: \$500,000 each occurrence; \$1,000,000 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 Contract.

- C. **Certification of Insurance/Department as Additional Insured:** The Contractor being awarded the Contract shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Contract.

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 collectible 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 laps 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 Contract. The Department shall not issue a Notice to Proceed until such 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 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 Contract 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

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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 Contract, 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.

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  
Liability and Physical Damage to Property: \$6,000,000 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 Endorsement (AASHTO form).

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

**Note:**

Quantities are estimated for bidding purposes only. Actual quantities may be significantly less or more, depending on the needs of NMDOT .

Potential bidders should note that some deliveries may be on frontage roads and it is recommended that interested bidders contact the District Four office for maps regarding Surface Treatment Aggregate locations. Questions concerning this Price Agreement shall be directed to Richard Garcia, AMS at (505) 617-5800 or Joseph Gonzales, Chip Seal Supervisor at (505) 617-0099.

**Tax Note:**

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

**State Compensation:**

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

Contractor(s) shall be considered an independent Contractor and not an employee of the State of New Mexico.

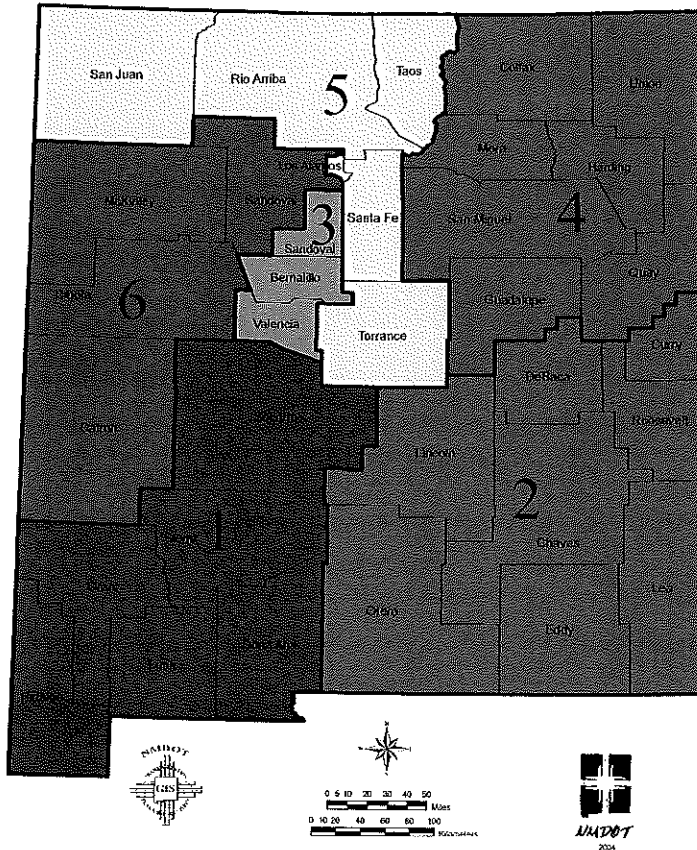
**Method of Award:**

The evaluation criteria shall be based on lowest cost for each item based on the estimated quantities listed. The quantities listed are estimated and are for bidding purposes only. The actual requirements will be as determined by the District Engineer or his designee, and the quantities may be increased or decreased as necessary to meet actual field requirements. NMDOT does not guarantee any amount of work. NMDOT reserves the right to purchase materials from any of the awarded vendors based on the needs of NMDOT . The NMDOT reserves the right to award this Price

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Agreement to multiple vendors. The District Engineer or his designee, will determine and use the price agreement item which best NMDOTs needs, based on cost, delivery time, schedule of work, and quality of materials. All decisions by the District Engineer, or his designee, will be final.

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



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**Awarded Items:**

Item	Approx. Qty.	Unit	Article & Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
1	1,000	Ton	3/8" Surface Treatment Aggregate Santa Rosa Patrol Yard (40 Mile Radius)	No Bid	\$ 45.00	No Bid	\$ 50.90
2	1,000	Ton	3/8" Surface Treatment Aggregate Tucumcari Patrol Yard (40 Mile Radius)	No Bid	\$ 30.00	No Bid	\$ 57.61
3	1,000	Ton	3/8" Surface Treatment Aggregate Ragland Patrol Yard (40 Mile Radius)	No Bid	\$ 35.00	No Bid	\$ 61.78
4	1,000	Ton	3/8" Surface Treatment Aggregate San Jon Patrol Yard (40 Mile Radius)	No Bid	\$ 35.00	No Bid	\$ 65.01
5	1,000	Ton	3/8" Surface Treatment Aggregate Nara Visa Patrol Yard (40 Mile Radius)	No Bid	\$ 40.00	No Bid	\$ 69.38
6	1,000	Ton	3/8" Surface Treatment Aggregate Trementina Patrol Yard (40 Mile Radius)	\$ 55.05	\$ 35.00	No Bid	\$ 50.38
7	1,000	Ton	3/8" Surface Treatment Aggregate Clayton Patrol Yard (40 Mile Radius)	No Bid	\$ 30.00	\$ 58.00	\$ 70.71
8	1,000	Ton	3/8" Surface Treatment Aggregate Des Moines Patrol Yard (40 Mile Radius)	No Bid	\$ 40.00	\$ 47.00	\$ 68.81
9	1,000	Ton	3/8" Surface Treatment Aggregate Cimarron Patrol Yard (40 Mile Radius)	No Bid	\$ 40.00	\$ 45.50	\$ 48.31
10	1,000	Ton	3/8" Surface Treatment Aggregate Eagle Nest Patrol Yard (40 Mile Radius)	No Bid	\$ 45.00	\$ 48.00	\$ 46.00
11	1,000	Ton	3/8" Surface Treatment Aggregate Raton Patrol Yard (40 Mile Radius)	No Bid	\$ 35.00	\$ 43.50	\$ 59.87

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-805-19-16750

Item	Approx. Qty.	Unit	Article & Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
12	1,000	Ton	3/8" Surface Treatment Aggregate Springer Patrol Yard (40 Mile Radius)	\$ 53.20	\$ 35.00	\$ 44.00	\$ 52.46
13	1,000	Ton	3/8" Surface Treatment Aggregate Roy Patrol Yard (40 Mile Radius)	\$ 55.05	\$ 40.00	\$ 50.50	\$ 50.70
14	1,000	Ton	3/8" Surface Treatment Aggregate Rowe Patrol Yard (40 Mile Radius)	\$ 55.05	\$ 35.00	No Bid	\$ 42.50
15	1,000	Ton	3/8" Surface Treatment Aggregate Las Vegas Patrol Yard (40 Mile Radius)	\$ 50.43	\$ 35.00	No Bid	\$ 42.84
16	1,000	Ton	3/8" Surface Treatment Aggregate La Cueva Patrol Yard (40 Mile Radius)	\$ 50.43	\$ 40.00	\$ 50.00	\$ 44.84
17	1,000	Ton	3/8" Surface Treatment Aggregate Wagon Mound Patrol Yard (40 Mile Radius)	\$ 50.43	\$ 40.00	\$ 47.00	\$ 49.81
18	1,000	C.Y.	Screening of 3/8" Aggregate	No Bid	\$ 25.00	\$ 21.00	\$ 35.00

\*\*\* 18 ITEMS TOTAL \*\*\*