



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor:  
4 Vendors

Number: 90-805-19-16768

Amendment No.: Two

Term: October 3, 2019 – October 2, 2022

Ship To:  
New Mexico Department of Transportation  
District 1  
2912 East Pine Street  
Deming, NM 88030

Procurement Specialist: Karen Acosta-Gonzalez

Telephone No.: 505-372-9264

Email: Karen.Acosta-Gonzal@state.nm.us

Invoice:  
New Mexico Department of Transportation  
District 1  
2912 East Pine Street  
Deming, NM 88030

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

Title: Cold Mix – District 1

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 3, 2021 to October 2, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk

Date:9/2/2021

MARK PAULSEN, New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

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

MS CF



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor:**  
**4 Vendors Awarded**

Number: **90-805-19-16768**

Amendment No.: **One**

Term: **October 3, 2019 – October 2, 2021**

**Ship To:**  
New Mexico Department of Transportation  
District 1  
2912 East Pine Street  
Deming, NM 88030

Procurement Specialist: **Raelynn Lujan**

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

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

**Invoice:**  
New Mexico Department of Transportation  
District 1  
2912 East Pine Street  
Deming, NM 88030

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

Title: **Cold Mix – District 1**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 3, 2020 to October 2, 2021 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/1/2020

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



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**4 Vendors Awarded– See page 6 for details**

**Telephone No.:**


Price Agreement Number: 90-805-19-16768

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6

**Ship To:**  
**New Mexico Department of Transportation,**  
**District 1**  
**2912 East Pine Street,**  
**Deming, NM 88030**

Procurement Specialist: Raelynn Lujan 

Telephone No.: 505-827-0484

**Invoice:**  
**New Mexico Department of Transportation,**  
**District 1**  
**2912 East Pine Street,**  
**Deming, NM 88030**

Email: raelynn.lujan@state.nm.us

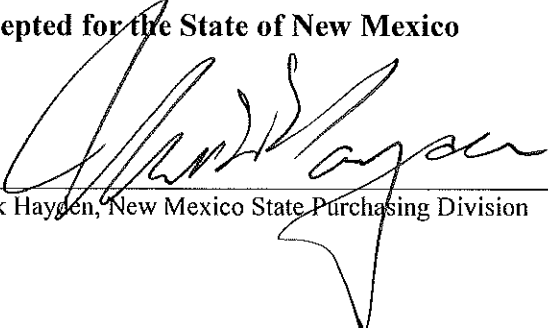
**For questions regarding this contract please contact:**  
**Angela Martinez 505-570-7940**

Title: **Cold Mix- District 1**

Term: **October 3, 2019 thru October 2, 2020**

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

**Accepted for the State of New Mexico**

  
 \_\_\_\_\_  
 Mark Haygen, New Mexico State Purchasing Division

Date: 10/3/2019

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



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**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.
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, 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

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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) 0000048188  
AA1 Quality Redi-Mix, Inc.  
P.O. Box 591 - 1141 West Hwy 60  
Socorro, NM 87801  
(575) 835-2417  
[A1qrm@outlook.com](mailto:A1qrm@outlook.com)

Delivery: As Requested by User

(AB) 0000047213  
Bartoo Sand & Gravel Inc.  
P.O. Box 3769 - 654 Hwy 181  
Truth or Consequences, NM 87901  
(575) 894-7181  
[hbar2sg@gmail.com](mailto:hbar2sg@gmail.com)

Delivery: As Needed - Where Needed

(AC) 0000129215  
GCC Suncity Materials  
10795 Las Alturas  
Mesquite, NM 88048  
(575) 642-4147  
[jcobos@gcc.com](mailto:jcobos@gcc.com)

Delivery: As requested 24-hour advance notice

(AD) 0000051282  
Southwest Concrete & Paving Inc.  
PO Box 2278  
Silver City, NM 88062  
(575) 388-1505  
[tmadrid@dignpage.com](mailto:tmadrid@dignpage.com)

Delivery: As stated



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**Specifications:**

To establish a price agreement for Cold Mix for the New Mexico Department of Transportation (NMDOT) District 1, hereinafter referred to as "Department".

**Term:**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of one (1) additional year, by mutual 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 two (2) years.

**Tax Note:**

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 contractor(s) providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools, and materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices listed in this Price Agreement shall include an amount sufficient to cover such costs. The prices shall not include State Gross Receipts or local tax. This tax shall be added to invoice at current rates as a separate item to be paid by users.

**Hold Harmless Clause:**

Supplier 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 property caused by, or resulting from, supplier's and/or its employees, own negligent act(s) or omission(s) while supplier, and/or its employees perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (41-4, ET SEQ., N.M.S.A. 1978 Comp.) The Tort Claims Act (41-4-1, ET and Section 56-7-1 N.M.S.A.1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or other claim(s) whatsoever pursuant to the provisions of this agreement.

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

Vendors are requested to indicate their Federal Tax ID, NM CRS or Social Security number \_\_\_\_\_

**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
- f.) Mill/supplier notification of price increase indicating percentage of increase

**Minimum Requirements:**

**Material Specification:**

Except as noted herein, aggregate shall be in accordance with the following specifications of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 edition: They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 827-5159

Section 423.2.2 Aggregate

Section 423.2.2.1 Gradation and Quality Requirements, in which the cold mix gradation shall meet the SP IV requirements of Table 423.2.2.1:1

Section 423.2.2.1.1 Aggregate Quality

423.2.2.1.2 Fractured Faces, in which the material will meet the requirements of table 423.2.2.1.2:1 Momentum Fracture Faces, Sand Equivalent, and Fine Aggregate Angularity for Virgin Aggregates at  $\geq 3.0 - < 10.0$  design traffic, ESAL<sup>b</sup> x 10<sup>6</sup>.

Section 423.2.2.2 Production

Section 423.2.2.3 Stockpiling

Section 423.2.2.4 Combining

Section 423.2.3 Asphalt Binder

The type and grade of bituminous material shall be asphalt emulsion, type HFE-300. The amount of bituminous material to be used in the mixture shall be 7%. The bituminous material content as defined by District materials lab shall be maintained within plus or minus 0.3 percent or as directed by the District Engineer or designee.

**Contract Conditions:**

The conditions and specifications which are set out in this invitation to bid are inseparable and indivisible. Any Supplier, by submitting a bid, agrees to be bound by all such conditions or specifications set out in this invitation to bid. The Supplier shall also submit all other required documents in their bid package. Failure to do so, or any attempt to vary or change the conditions or specifications of this bid, shall, at the discretion of the State, constitute grounds for rejection of the entire bid. Vendors who are bidding shall promptly notify the Department of any ambiguity, inconsistency, or error which they discover upon their examination of these bidding documents, or of the site and local conditions.

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

**Bidding Information:**

Vendor shall produce the material within seven (7) calendar days from the date the Department requests the material. The material shall be delivered by the vendor or be available for pick up by the Department within this time frame.

The contracted vendor shall provide certified scales and a scale person to issue weigh tickets for payment of all items purchased.

In addition, the supplier shall provide necessary loader or other equipment and operator to load mix for all items as required.

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The using agency will determine which vendor will be utilized based on lowest cost for each job during this contract.

The above contract conditions and the New Mexico Department of Transportation specifications contained herein are to become a part of the contract awarded by the State.

**NMDOT District One materials lab will be allowed to test Cold Mix before it is hauled to the specific locations. If the Cold Mix does not meet NMDOT specifications and needs, Cold Mix may be acquired from the next lowest vendor.**

After approval by the lab the District will order and pay for a field trial order to allow patrol personnel to evaluate the blade patch usability of the Cold Mix. Failure of the field test will require mix adjustment or if unable to acquire usability, NMDOT will be allowed to use the next lowest vendor awarded.

**Quantities:**

Quantities are estimates and are for bidding purposes only. Actual purchase quantities may be increased or decreased at the discretion of the District Engineer or designee.

**Method of Award:**

Method of award shall be based on location of plant and price by item for each location.

Bidders mixing plant must be located at the following:

Item #001: Within Dona Ana County

Item #002: Within Grant County

Item #003: Within Hidalgo County

Item #004: Within Luna County

Item #005: Within Sierra County

Item #006: Within Socorro County

**Vendor must indicate plant location \_\_\_\_\_.**

**Location for pick-up of cold mix material awarded shall be at NMDOT option.**

Supplier and NMDOT personnel shall be in agreement in the acceptance of the maintained access road.

The Department reserves the right to purchase materials from any of the awarded vendors based on the needs of the Department. The District Engineer or his designee, will determine and use the price agreement item which best serves the Department's 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.

**Payment Provisions:**

Within fifteen days after the date the Department receives written notice from the supplier 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 days after the date of receipt of written notice from the supplier that payment is requested, provide to the supplier, 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 supplier 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 supplier 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 day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the supplier at the rate of 1 1/2 percent 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

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accepted, payments shall be tendered to the Supplier within five working days of receipt of funds from that funding agency. Final payment shall be made within thirty days after the work has been approved and accepted by the Department 's Secretary or his duly authorized representative.

The Vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the price agreement may be cancelled effective immediately. <https://workerscomp.nm.gov>

**NOTICE TO SUPPLIERS**

**Monthly Asphalt Binder Price Adjustment Procedures**

Adjustments will be made to the Bid Item Unit Price for asphalt binder if the asphalt binder price placed on the Project increases or decreases based on the New Mexico Asphalt Rack-Price Index ("price index") per ton of asphalt binder. Historical price index data and the basis for the method of calculation for the price index is available at the hyperlink below:

[http://dot.state.nm.us/content/dam/nmdot/Plans\\_Specs\\_Estimates/NMDOT\\_Aspphalt\\_Index.pdf](http://dot.state.nm.us/content/dam/nmdot/Plans_Specs_Estimates/NMDOT_Aspphalt_Index.pdf)

The increase or decrease is based on the price index corresponding to the month the asphalt binder was actually placed on this Project.

Bid Items subject to adjustment are: 403 Open Graded Friction Course (Non-QLA), 403-A Warm Mix Asphalt – Open Graded Friction Course (Non-QLA), 423 Hot Mix Asphalt – Superpave (QLA & Non-QLA) and 424 Warm Mix Asphalt (QLA & Non-QLA).

The Supplier shall submit applicable mix designs, including percentage of asphalt binder, for inclusion in the price adjustment for the Pay Items listed above in the Contract.

**Monthly Adjustment:**

The Progress Payment shall reflect the monetary monthly adjustment to the Contract for asphalt binder as determined by equation (1) or (2), as appropriate.

The variables applicable to the equations below are:

A – Monetary monthly adjustment to the Contract for asphalt binder.

B – Price per ton of asphalt binder corresponding to the month the binder was actually placed on the Project based on the price index.

C – Price per ton of asphalt binder at time of Bid Opening based on price index.

D – Tons of asphalt binder placed on the Project corresponding to the subject month.

For increasing prices (The monthly adjustment shall apply on those Contracts whose monthly fluctuations have a (B / C) ratio greater than 1.1). Use Equation (1).

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Equation (1):  $A = (B - (1.1 * C)) * D$

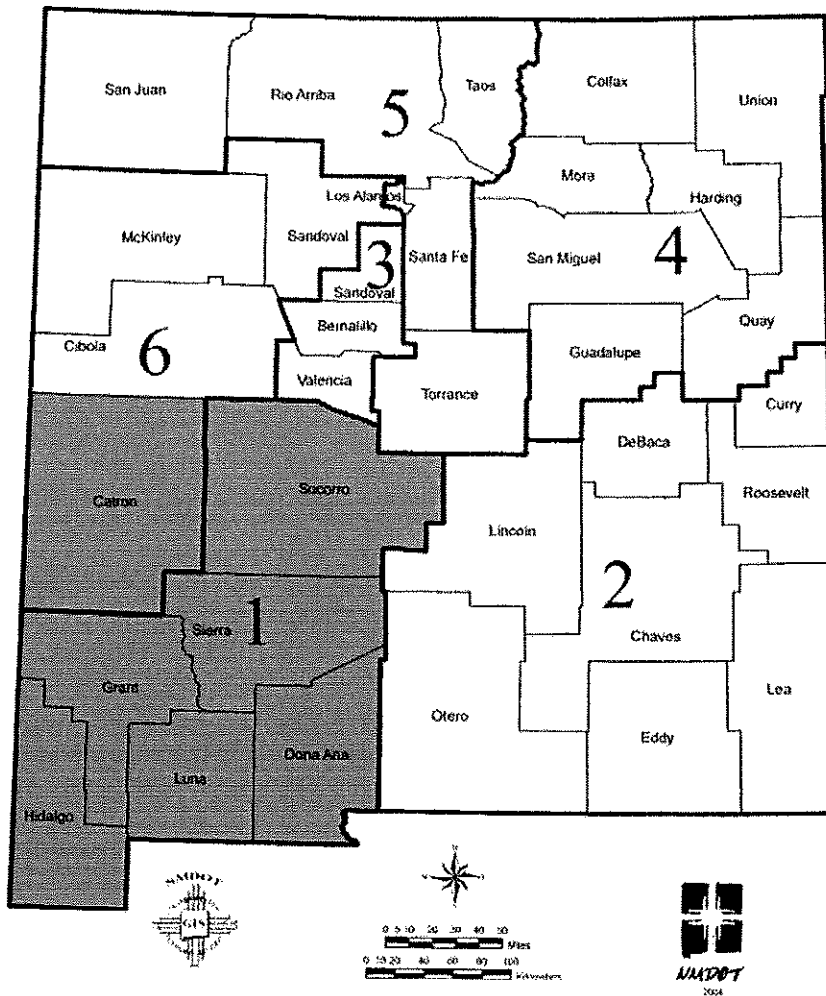
For decreasing prices (The monthly adjustment shall apply on those Contracts whose monthly fluctuations have a (B / C) ratio less than 0.9). Use Equation (2).

Equation (2):  $A = (B - (0.9 * C)) * D$

Questions regarding this price agreement shall be directed to Melissa Torres, District Administrator at the Deming office at [Melissa.Torres@state.nm.us](mailto:Melissa.Torres@state.nm.us)

\*\*\* End of Specifications \*\*\*

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-805-19-16768

**Awarded Items:**

Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
1	4,000	Ton	Cold Mix picked up at Vendors Plant within Dona Ana County Vendor to indicate Plant Location: _____			\$100.00 Vado Quarry 10795 Las Alturas, Mesquite, NM 88048	
2	4,000	Ton	Cold Mix picked up at Vendors Plant within Grant County Vendor to indicate Plant Location: _____				\$92.00 Hwy 180E / MM 146 5
3	4,000	Ton	Cold Mix picked up at Vendors Plant within Hidalgo County Vendor to indicate Plant Location: _____				\$92.00 Hwy 180E / MM 146 5
4	4,000	Ton	Cold Mix picked up at Vendors Plant within Luna County Vendor to indicate Plant Location: _____				\$92.00 Hwy 180E / MM 146 5
5	4,000	Ton	Cold Mix picked up at Vendors Plant within Sierra County Vendor to indicate Plant Location: _____		\$74.79 654 Hwy 181, Truth or Consequ ences NM 87901		
6	4,000	Ton	Cold Mix picked up at Vendors Plant within Socorro County Vendor to indicate Plant Location: _____	\$79.00 I-25 Pit - State Rd 1 (1/2 mi. N of Socorro) Socorro County			
7	4,000	Ton	Cold Mix Delivered to Anthony Patrol 4143		\$89.75	\$105.00 25 ton minimum load order	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 90-805-19-16768

Items	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)
8	4,000	Ton	Cold Mix Delivered to Cliff Patrol 4144		\$114.75		\$115.75
9	4,000	Ton	Cold Mix Delivered to Silver City Patrol 4145		\$102.79		\$107.50
10	4,000	Ton	Cold Mix Delivered to Lordsburg Patrol 4147		\$102.49		\$119.00
11	4,000	Ton	Cold Mix Delivered to Animas Patrol 4148		\$109.79		\$125.00
12	4,000	Ton	Cold Mix Delivered to Deming Patrol 4149		\$88.88	\$130.00 25 ton minimum load order	\$106.00
13	4,000	Ton	Cold Mix Delivered to Las Cruces Partrol 4151		\$79.99	\$110.00 25 ton minimum load order	
14	4,000	Ton	Cold Mix Delivered to Hatch Patrol 4152		\$79.99	\$130.00 25 ton minimum load order	
15	4,000	Ton	Cold Mix Delivered to Williamsburg Patrol 4153		\$74.99	\$135.00 25 ton minimum load order	
16	4,000	Ton	Cold Mix Delivered to Winston Patrol 4154		\$90.89		
17	4,000	Ton	Cold Mix Delivered to Magdalena Patrol 4155	\$86.25	\$91.49		
18	4,000	Ton	Cold Mix Delivered to Socorro Patrol 4157	\$79.50	\$83.89		

\*\*\* 18 Items Total \*\*\*

**Plant Locations:**

Vendor (AA)	I-25 Pit - State Rd 1 (1/2 mi N. of Socorro - Socorro Co.)
Vendor (AB)	654 Hwy 181 - Truth or Consequences NM 87901
Vendor (AC)	Vado Quarry 10795 Las Alturas, Mesquite, NM 88048
Vendor (AD)	Hwy 180E / MM 146 5