



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

AWARDED VENDOR
2 VENDORS - SEE PAGE 8

Telephone No.

**PRICE AGREEMENT
AWARD**

PRICE AGREEMENT NUMBER: 90-805-00-04116

PAYMENT TERMS: NET 30

F.O.B.: DESTINATION

DELIVERY: AS REQUESTED

SHIP TO:
NM DEPARTMENT OF TRANSPORTATION
DISTRICT 3
AS REQUESTED BY AGENCY

INVOICE:
NM DEPARTMENT OF TRANSPORTATION
DISTRICT 3
PO BOX 91750
ALBUQUERQUE, NM 87199-1750

**CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON
ROBERT LOPAS 505-827-5135**

Procurement Specialist: ERIC SANCHEZ 

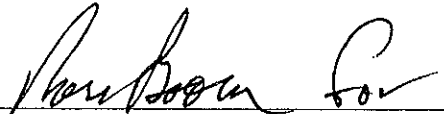
Telephone No.: 505-827-0554

COMMODITY: APPLICATION OF SURFACE TREATMENT AGGREGATE

TERM: JANUARY 12, 2009, THRU JANUARY 11, 2010

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.

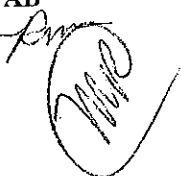
ACCEPTED FOR THE STATE OF NEW MEXICO



NEW MEXICO STATE PURCHASING AGENT

DATE: 01/09/09

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE, PO BOX 6850, SANTA FE, NM 87502-6850 (505) 827-0472

AB


State of New Mexico General Services Department Purchasing Division

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent 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 variations 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 there under, 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's office. 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 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 non-conformance 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 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 vender gives for such to any customer for such supplies or services, and that the rights 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 shipment not accompanied be a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, 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 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.
13. **Non-discrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.,1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and of most current production, unless otherwise specified.
16. **Payment for purchases:** Except as otherwise agreed to: late payment charges maybe assessed against the user state agency in the amount and under the conditions set forth in section 13-14158 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. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

IMPLEMENTATION GUIDANCE

EXECUTIVE ORDER 2007-049, Revision 1 December 24, 2007

I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, 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 the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror 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, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of 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.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

"New Mexico Employees Health Coverage"

1. 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:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of 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.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.
5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

V. EFFECTIVE DATE

This Implementation Guidance shall be effective December 1, 2007.

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

**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 item 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 Purchasing Agent or the user, that any order for any definite quantity will be issued under this Price Agreement.** The contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

ARTICLE II – TERM

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

ARTICLE III – SPECIFICATIONS

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under **ARTICLE IX - Price Schedule**. Orders issued against this schedule will show the applicable price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

Contractor shall ship in accordance with the instructions of this form. **Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in ARTICLE II – TERM.** The contractor shall enclose a packing list with each shipment listing the order number, Price Agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If Vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

ARTICLE V - TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least **thirty (30)** days in advance of the date of termination. Notice of termination OF THE Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS.**

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State purchasing Agent 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 NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration of contract are not allowed unless specifically provided for in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize **Form SPD-001A** or forms adapted by them for their own use.

ARTIUCLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached **ARE FIRM.**

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

ITEM	* APPROX	* UNIT	*	ARTICLE AND DESCRIPTION	*	UNIT PRICE
	* QTY	*			*	

AWARDED VENDORS:

(AA) (0000055081)
INTERMOUNTAIN SLURRY SEAL, INC.
P.O. BOX 50085
WATSONVILLE, CA 95077
(831) 724-1011

PAYMENT TERMS: NET 30 DAYS
FOB: DESTINATION
DELIVERY: AS REQUESTED
BID BOND LETTER ATTACHED

(AB) (0000069011)
SOUTHWEST SURFACING, LLC.
P.O. BOX 5398
SANTA FE, NM 87502
(575) 313-2323

PAYMENT TERMS: NET 30 DAYS
FOB: DESTINATION
DELIVERY: JOB SITE
BID BOND CHECK RECEIVED

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

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ITEM * APPROX* UNIT * ARTICLE AND DESCRIPTION * UNIT PRICE
* QTY * *
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GENERAL:

THE WORK SHALL CONSIST OF BUT NOT LIMITED TO FURNISHING ALL LABOR AND EQUIPMENT. THE WORK SHALL BE DONE IN THE FOLLOWING ORDER: PREPARING THE ROAD WAY. APPLYING THE EMULSION APPLYING AGGREGATE; ROLLING THE AGGREGATE; BROOMING THE AGGREGATE WHEN SPECIFIED; AND SWEEPING UP AND DISPOSING OF EXCESS AGGREGATE OFF OF THE JOB SITE. PROJECT SHALL BE COMPLETED IN A TIMELY MANNER. THE ENGINEER SHALL CONTACT AWARDED CONTRACTOR WITH A WRITTEN NOTICE TO PROCEED WITH A MINIMUM 5 DAY NOTICE PRIOR TO START OF THE PROJECT DUE TO TEMPERATURE RESTRAINTS IN THE SPECIFICATIONS.

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 THREE (3) ADDITIONAL YEARS, ON A YEAR-BY-YEAR BASIS, BY MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED FOUR (4) YEARS.

ESCALATION 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.

PRE-QUALIFICATION:

THE CONTRACTOR SHALL: **A)** HAVE HAD A MINIMUM OF FIVE (5) YEARS EXPERIENCE IN THE APPLICATION OF THE POLYMER MODIFIED ASPHALT EMULSION AS APPLIED TO CHIP SEAL, OR BE CAPABLE OF DEMONSTRATING SUFFICIENT TECHNICAL EXPERTISE IN THE APPLICATION OF CHIP SEAL; AND **B)** HAVE SUCCESSFULLY COMPLETED SIMILAR PROJECTS TO THE SATISFACTION OF THEIR CLIENTS.

APPLICATION:

ALL INCIDENTAL WORK SUCH AS SURFACING OF DRIVEWAY APRONS AND RETURNS SHALL BE DONE CONCURRENTLY WITH THE SURFACING OF THE STREET OR ROAD, IF APPLICABLE. THE CHIP SEAL SHALL BE APPLIED 0"-2" FROM THE LIP OF THE GUTTER. WHERE A CURB EXISTS WITHOUT GUTTER, THE CHIP SEAL SHALL BE APPLIED 0"-2" FROM THE FACE OF CURB. WHERE NO CURB OR GUTTER EXISTS, THE CHIP SEAL SHALL BE APPLIED FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT. THE EDGES OF THE LIMITS OF THE CHIP SEAL APPLICATION ON BOTH SIDES OF THE STREET SHALL BE MAINTAINED IN A NEAT AND UNIFORM LINE. CHIP SEAL SHALL NOT BE APPLIED ON CONCRETE GUTTERS OR PADS UNLESS DIRECTED BY THE ENGINEER.

THE CHIP SEAL SHALL BE APPLIED WHEN AMBIENT TEMPERATURE IS ABOVE SIXTY (60) DEGREES FAHRENHEIT AND RISING. CHIP SEAL SHALL NOT BE PLACED IF THE AMBIENT TEMPERATURE DURING THE CURING PERIOD IS EXPECTED TO BE BELOW FORTY (40) DEGREES FAHRENHEIT IN A TWENTY FOUR (24) HOUR PERIOD. CHIP SEAL SHALL NOT BE PLACED ON THE SURFACE OF A STREET AFTER 6:00 P.M. DURING THE WORK DAY UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

THE AREAS TO BE CHIP SEALED SHALL HAVE THE EMULSION APPLIED WITH A DISTRIBUTOR TRUCK TO THE PAVEMENT SURFACE AT A RATE OF 0.40 0.50 GALLONS PER SQUARE YARD. THE ACTUAL EMULSION APPLICATION RATE SHALL BE REQUIRED BY THE SURFACE DEMANDS AND AGGREGATE USED. THE APPLICATION OF THE EMULSION SHALL BE DETERMINED BY THE MANUFACTURER'S REPRESENTATIVE AND/OR THE ENGINEER. THE EMULSION TEMPERATURE WHEN APPLIED SHALL BE BETWEEN 125-150 DEGREES FAHRENHEIT. FOR SMALLER AREAS THE EMULSION MAY BE APPLIED WITH A WAND.

AGGREGATE APPLICATION RATE:

22-35LBS/SY

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

ITEM	* APPROX *	UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
	* QTY *			

FOG SEAL:

FOG SEAL SHALL BE APPLIED AT AN APPROVED RATE (.10 TO .12 GALLONS PER SQUARE YARD) THE FOLLOWING DAY OR AS DIRECTED BY THE ENGINEER OF DESIGNEE. CONTRACTOR SHALL INSTALL TEMPORARY RAISED PAVEMENT MARKERS PER THE ENGINEER. SPACING SHALL BE 40' INTERVALS, THE ALIGNMENT SHALL BE THAT IT IS MEASURED FROM A CONTROL (BACK OF CURBOR OTHER PARALLEL).

SAMPLES SHALL BE PROVIDED FOR EACH LOAD RECEIVED MADE AVAILABLE TO THE ENGINEER WITH BILL OF LADING EMULSION CERTIFICATION AND SEAL PRIOR TO WORK BEING DONE.

QUANTITIES ARE ESTIMATES, EXACT QUANTITIES SHALL BE DETERMINED BY THE DISTRICT ENGINEER OR HIS DESIGNEE.

SEQUENTIAL ARROW DISPLAY, CHANNELIZATION DEVICES AND REFLECTORIZED PAINTED MARKINGS, SHALL MEET THE REQUIREMENTS OF SECTION 702, TRAFFIC CONTROL DEVICES FOR CONSTRUCTION AND SECTION 704, PAVEMENT MARKINGS, RESPECTFULLY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2007 EDITION.

BID SECURITY IN THE FORM OF SURETY BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO IN THE AMOUNT OF \$10,000 OR EQUIVALENT OF CASH BY MEANS OF A CASHIERS CHECK OR IN A FORM SATISFACTORY TO THE OWNER, MUST ACCOMPANY EACH BID. PRIOR TO ISSUANCE OF ORDERS, THE CONTRACTOR WILL PROVIDE A PERFORMANCE BOND AND PAYMENT MATERIALS BOND SECURING LABOR AND MATERIALS EQUAL TO 100% OF EACH ORDER. SAID BONDS MUST BE PROVIDED TO THE REQUESTOR WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION BY THE DEPARTMENT AND ARE TO BE FILED WITH THE USER AGENCY'S PURCHASING OFFICE. FAILURE TO OBTAIN REQUIRED BOND WILL RESULT IN THE CONTRACT BEING CANCELLED. THE CONTRACTOR MUST DESIGNATE ONE HOME OFFICE IN THE STATE OF NEW MEXICO FOR THE TERMS OF THIS AGREEMENT. THE CONTRACTOR SHALL FURNISH THE DISTRICT ENGINEER OR THE DISTRICT ENGINEER'S DESIGNEE WITH MILEAGE FOR EVERY MOVE OF THIRTY (30) OR MORE MILES ONE WAY. NO PAYMENT SHALL BE MADE FOR MOVES UNDER THIRTY (30) MILES. PAYMENT WILL BE FOR ONE WAY MOVEMENT ONLY. IN CASES WHERE THE CONTRACTOR MOVES FOR HIS CONVENIENCE, HE WILL NOT BE PAID FOR THE MILEAGE UPON RETURNING TO HIS PREVIOUS WORKSITE OR TO A LOCATION WITHIN THIRTY (30) MILES OF THE PREVIOUS WORKSITE.

SPECIFIED.

1. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING A SUITABLE EQUIPMENT STORAGE AREA FOR THE STORAGE OF HIS EQUIPMENT DURING THE NIGHT TIME HOURS AND NON-WORKING HOURS. NO STORAGE OF EQUIPMENT WILL BE ALLOWED WITHIN THE HIGHWAY RIGHT-OF-WAY UNLESS APPROVED BY THE ENGINEER OR HIS DESIGNEE. IF SUCH APPROVAL IS GRANTED, THE EQUIPMENT SHALL BE STORED OUT OF THE CLEAR ZONE TO ALLOW FOR A SAFE RECOVERY AREA.

2. BE RESPONSIBLE FOR ALL CLEAN UP OF MATERIALS ON ROADS AND STREETS RESULTING FROM THE PERFORMANCE OF THIS WORK BEFORE A FINAL INSPECTION IS CONDUCTED AND THE WORK IS ACCEPTED.

3. PROVIDE FOR TRAFFIC CONTROL IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION AND THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2007 EDITION AND ANY APPLICABLE SPECIAL PROVISIONS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PERMIT APPLICATION AND CAD DRAWINGS, ON 11" X 17" SHEETS, OF HIS PROPOSED TRAFFIC CONTROL PLAN TO THE DISTRICT TRAFFIC ENGINEER AT LEAST TWO (2) WEEKS PRIOR TO THE CONSTRUCTION START DATE. THE CONTRACTOR SHALL NOT BEGIN WORK WITHOUT AN APPROVED TRAFFIC CONTROL PLAN AND PERMIT.

4. PROVIDE COMPETENT SUPERVISION AND SKILLED PERSONNEL TO CARRY ON ALL WORK IN PROGRESS.

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 CONTRACT #: 90-805-00-04116

ITEM	* APPROX *	UNIT *	ARTICLE AND DESCRIPTION	*	UNIT PRICE
	* QTY *				

5. COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS GOVERNING SAFETY, HEALTH AND ALL SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFE-GUARDS, 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 CONTRACT.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT BEING COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS.

7. ATTEND A PRE-CONSTRUCTION CONFERENCE SET UP BY THE DESIGNATED DEPARTMENT REPRESENTATIVE.

8. SUBMIT A WORK SCHEDULE PRIOR TO CONSTRUCTION.

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 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 OMISSIONS WHILE CONTRACTOR, AND/OR ITS EMPLOYEES, PERFORM(S) OR FAILS TO PERFORM ITS OBLIGATIONS AND DUTIES UNDER THE TERMS OF THIS AGREEMENT. THIS SAVE HARMLESS AND INDEMNIFICATION CLAUSE IS SUBJECT TO THE IMMUNITIES, PROVISIONS, AND LIMITATIONS OF THE TORT CLAIMS ACT (41-4-1, ET. SEQ. N.M.S.A. 1978COMP) 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 THEREOF 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 ANY OTHER CLAIM(S) WHATSOEVER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT.

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT THE CONTRACTOR'S EXPENSE INSURANCE OF THE KINDS IN THE AMOUNTS HEREIN PROVIDED. THIS INSURANCE SHALL BE PROVIDED BY INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO AND SHALL COVERALL 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:

100,000.00 EACH PERSON
 2,000,000.00 EACH OCCURRENCE (AGGREGATE)

PROPERTY DAMAGE LIABILITY:

1,050,000.00 EACH OCCURRENCE (AGGREGATE)

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

PAGE -12

.....
ITEM * APPROX* UNIT * ARTICLE AND DESCRIPTION * UNIT PRICE
* QTY * *
.....

A. THE POLICY TO PROVIDE THIS INSURANCE IS TO BE WRITTEN ON A COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM WHICH MUST INCLUDE THE FOLLOWING:

1. COVERAGE FOR LIABILITY ARISING OUT OF OPERATION OF INDEPENDENT CONTRACTORS.
2. COMPLETED OPERATION COVERAGE.
3. ATTACHMENT OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT.

B. IN THE EVENT THAT THE USE OF EXPLOSIVES IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO, OR DESTRUCTION OF, PROPERTY ARISING OUT OF BLASTING OR EXPLOSION.

C. 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:

1. THE COLLAPSE OF, OR STRUCTURAL INJURY TO, BUILDINGS OR STRUCTURE DUE TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACKFILLING IN CONNECTION THEREWITH, OR TO TUNNELING, COFFERDAM WORK OR CAISSON WORK, OR TO MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF BUILDINGS OR STRUCTURES OR REMOVAL OR REBUILDING OF STRUCTURAL SUPPORTS THEREOF.

D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF INJURY TO OR DESTRUCTION OF WIRES, CONDUITS, PIPES, MAINS, SEWERS OR OTHER SIMILAR PROPERTY OR ANY APPARATUS IN CONNECTION THEREWITH BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY OR OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF EXCAVATING, DIGGING OR DRILLING, OR TO INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.

1. AUTOMOBILE LIABILITY INSURANCE COVERAGE FOR THE CONTRACTOR (WHETHER INCLUDED IN THE POLICY PROVIDING GENERAL LIABILITY INSURANCE OR IN A SEPARATE POLICY) MUST PROVIDE LIABILITY FOR OWNERSHIP, OPERATION AND MAINTENANCE OF OWNED, NON-OWNED AND HIRED CARS.

THE LIMITS OF LIABILITY FOR AUTOMOBILE LIABILITY INSURANCE SHALL BE PROVIDED IN THE FOLLOWING AMOUNT:

BODILY INJURY LIABILITY:

\$500,000.00 EACH PERSON

\$1,050,000.00 EACH OCCURRENCE (AGGREGATE)

PROPERTY DAMAGE LIABILITY:

\$1,050,000.00 EACH OCCURRENCE (AGGREGATE)

(A) WORKER'S COMPENSATION INSURANCE.

THE CONTRACTOR SHALL ALSO CARRY WORKER'S COMPENSATION INSURANCE OR OTHERWISE FULLY COMPLY WITH THE PROVISIONS OF THE NEW MEXICO WORKMEN'S COMPENSATION ACT OCCUPATIONAL DISEASE DISABLEMENT LAW.

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 CONTRACT #: 90-805-00-04116

ITEM * APPROX* UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
* QTY *		*

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.

(B) CERTIFICATE OF INSURANCE/DEPARTMENT AS ADDITIONAL INSURED.

THE CONTRACTOR BEING AWARDED THE CONTRACT/PRICE AGREEMENT SHALL FURNISH EVIDENCE OF CONTRACTOR'S INSURANCE COVERAGE BY A CERTIFICATE OF INSURANCE. PRIOR TO AWARD OF THE CONTRACT/PRICE AGREEMENT, THE CONTRACTOR SHALL HAVE THE NEW MEXICO DEPARTMENT OF TRANSPORTATION NAMED AS AN ADDITIONAL INSURED ON THE COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM FURNISHED BY THE CONTRACTOR PURSUANT TO PARAGRAPH (A) 1. (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 LAPSE WITHOUT GIVING THE DEPARTMENT THIRTY (30) DAYS 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 THE CONTRACT. THE DEPARTMENT SHALL NOT ISSUE A NOTICE TO PROCEED UNTIL SUCH TIME AS THE ABOVE REQUIREMENTS HAVE BEEN MET.

(C) UMBRELLA COVERAGE

THE INSURANCE LIMITS CITED IN THE ABOVE PARAGRAPHS ARE MINIMUM LIMITS. THIS SPECIFICATION IS IN NO WAY INTENDED TO DEFINE WHAT CONSTITUTES ADEQUATE INSURANCE COVERAGE FOR INDIVIDUAL CONTRACTOR. THE DEPARTMENT WILL RECOGNIZE FOLLOWING FORM EXCESS COVERAGE (UMBRELLA) AS MEETING THE SECTION, REQUIREMENTS OF SUBSECTION (A) 1.A. OF SHOULD SUCH INSURANCE (D) OPTIMAL INSURANCE. THE CONTRACTOR SHALL PROCURE AND MAINTAIN, WHEN REQUIRED BY THE DEPARTMENT, FORM AND TYPES OF BAILEE INSURANCE SUCH AS, BUT NOT LIMITED TO BUILDER'S RISK INSURANCE, CONTRACTOR'S EQUIPMENT INSURANCE, RIGGER'S LIABILITY PROPERTY INSURANCE, ETC. IN AN AMOUNT NECESSARY TO PROTECT THE DEPARTMENT AGAINST CLAIMS, LOSSES AND EXPENSES ARISING FROM THE DAMAGE, DISAPPEARANCE OR DESTRUCTION OF PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR, INCLUDING PROPERTY OF OTHERS BEING INSTALLED, ERECTED OR WORKED UPON BY THE CONTRACTOR, HIS AGENTS OR SUB CONTRACTORS.

(E) RAILROAD INSURANCE.

IN THE EVENT THAT RAILROAD PROPERTY IS AFFECTED BY THE SUBJECT CONTRACT, THE CONTRACTOR, IN ADDITION TO THE ABOVE REQUIREMENTS, SHALL BE FURNISHED A RAILROAD PROTECTIVE LIABILITY POLICY IN THE NAME OF THE RAILROAD COMPANY INVOLVED. IN ADDITION, ON THOSE RAIL 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 OR A HAZARD AND RISK BASIS. IN NO EVENT WILL THE LIMITS EXCEED THE FOLLOWING:

BODILY LIABILITY, PROPERTY DAMAGE LIABILITY:

\$2,000,000.00 EACH OCCURRENCE

LIABILITY AND PHYSICAL DAMAGE TO PROPERTY:

\$6,000,000.00 AGGREGATE

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

ITEM	* APPROX*	UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
*	QTY *	*		*

THE LIMITS OF LIABILITY STATED ABOVE APPLY TO THE COVERAGE AS SET FORTH IN THE RAILROAD PROTECTIVE 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 (ASSHTO FORM).

THE CONTRACTOR SHALL BE CONSIDERED AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE STATE OF NEW MEXICO; HOWEVER, DIRECTIONS AS TO TIME AND PLACE OF PERFORMANCE AND COMPLIANCE WITH RULES AND REGULATIONS MAY BE REQUIRED BY THE USING AGENCY.

NO PERSON SHALL ACT AS A CONTRACTOR WITHOUT A LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION CLASSIFIED TO COVER THE TYPE OF WORK TO BE UNDER TAKEN. NO BID ON A CONTRACT SHALL BE SUBMITTED UNLESS THE CONTRACTOR HAS A VALID LICENSE ISSUED BY THE (CONSTRUCTION INDUSTRIES) DIVISION TO BID AND PERFORM THE TYPE OF WORK TO BE UNDER TAKEN, §60-13-12, NMSA 1978.

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 NMSA, 1978, AS AMENDED. MINIMUM WAGE RATES AS DETERMINED AND PUBLISHED BY THE STATE LABOR COMMISSION, SANTA FE, N.M. SHALL BE IN EFFECT AND UTILIZED BY THE CONTRACTOR DURING THE LIFE OF THIS AGREEMENT. WAGE DECISION IS A PART OF THE AGREEMENT.

IF A CONTRACTOR OR SUB-CONTRACTOR IS WILLFULLY PAYING HIS LABORERS, MECHANICS, AND OPERATORS LESS THAN THE RATE REQUIRED BY THE CONTRACT FOR THE WORK THE LABORERS, MECHANICS, AND OPERATORS ARE PERFORMING, THE CONTRACTOR OR SUB-CONTRACTOR MAY LOSE HIS RIGHT TO PROCEED WITH THE WORK.

THE CONDITIONS AND SPECIFICATIONS SET OUT IN THE INVITATION TO BID ARE INSEPARABLE AND INDIVISIBLE. ANY CONTRACTOR, BY SUBMITTING A BID, AGREES TO BE BOUND BY ALL SUCH CONDITIONS OR SPECIFICATIONS. ALL CONDITIONS AND SPECIFICATIONS IN THE INVITATION TO BID AND ALL OTHER DOCUMENTS REQUIRED TO BE SUBMITTED, SHALL BE RETURNED BY THE CONTRACTOR IN HIS BID PACKAGE. FAILURE TO DO SO OR ANY ATTEMPT TO VARY OR CHANGE THE CONDITIONS OR SPECIFICATIONS OF THE INVITATION TO BID SHALL IN THE DISCRETION OF THE STATE CONSTITUTE GROUNDS FOR REJECTION OF THE ENTIRE BID. THE STATE WILL NOT ACCEPT ANY ADDED STIPULATION BY THE VENDOR.

MULTIPLE AWARDS MAY BE MADE TO SERVE THE BEST INTERESTS OF THE USER AGENCY

ALL MATERIALS AND ANY SHIPPING COSTS INCORPORATED INTO THE WORK PERFORMED SHALL BE PAID BY THE STATE AT INVOICE COST. ALL MATERIALS INCORPORATED SHALL BE INVOICED SEPARATELY INCLUDING ALL APPLICABLE DISCOUNTS (IF ANY). MATERIALS WILL BE PAID FOR UNDER ITEM 0022. THE MATERIALS THAT WILL BE INCORPORATED INTO THE WORK AND SHIPPING COSTS ARE NOT INCLUDED IN THE BID AMOUNTS. ALL MATERIALS INCORPORATED SHALL BE INVOICED SEPARATELY INCLUDING ALL APPLICABLE DISCOUNTS (IF ANY). BID PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS OR LOCAL OPTION TAX. TAX SHALL BE ADDED TO INVOICE AT CURRENT RATES AS A SEPARATE ITEM TO BE PAID BY USER.

THE PRICE QUOTED HEREIN REPRESENTS 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, FEDERAL TAX, PERMITS, LICENSES, FEES AND ANY OTHER ITEMS NECESSARY TO COMPLETE THE WORK PROVIDED. THE PRICES QUOTED IN THIS CONTRACT INCLUDE AN AMOUNT SUFFICIENT TO COVER SUCH COSTS.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

ITEM * * QTY *	APPROX* UNIT *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
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PAYMENT WILL BE WITHHELD UNTIL FINAL INSPECTION AND ACCEPTANCE OF JOB AS SATISFACTORY BY THE DISTRICT ENGINEER OR HIS DESIGNEE.

VENDOR IS REQUESTED TO INDICATE FEDERAL TAX ID NUMBER, NM GROSS RECEIPTS NUMBER OR SOCIAL SECURITY NUMBER: _____ WITHIN FIFTEEN (15) DAYS AFTER THE DATE THE DEPARTMENT RECEIVES WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED FOR SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY DELIVERED ONSITE AND RECEIVED, THE DEPARTMENT SHALL ISSUE A WRITTEN CERTIFICATION OF COMPLETE; OR PARTIAL ACCEPTANCE OR REJECTION OF THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY. IF THE DEPARTMENT FINDS THAT THE SERVICES, CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY ARE NOT ACCEPTABLE, IT SHALL, WITHIN THIRTY (30) DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE FROM THE CONTRACTOR THAT PAYMENT IS REQUESTED, PROVIDE TO THE CONTRACTOR A LETTER OF EXCEPTION EXPLAINING THE DEFECT OR OBJECTION TO THE SERVICES, CONSTRUCTION OR DELIVERED TANGIBLE PERSONAL PROPERTY ALONG WITH DETAILS OF HOW THE CONTRACTOR MAY PROCEED TO PROVIDE REMEDIAL ACTION. UPON CERTIFICATION BY THE DEPARTMENT THAT THE SERVICES,

CONSTRUCTION OR ITEMS OF TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENT SHALL BE TENDERED TO THE CONTRACTOR WITHIN THIRTY (30) DAYS AFTER THE DATE OF CERTIFICATION. IF PAYMENT IS MADE BY MAIL, THE PAYMENT SHALL BE DEEMED TENDERED ON THE DATE IT POST MARKED. AFTER THE THIRTIETH (30TH) DAY FROM THE DATE THAT WRITTEN CERTIFICATION OF ACCEPTANCE IS ISSUED, LATE PAYMENT CHARGES SHALL BE PAID ON THE UNPAID BALANCE DUE ON THE CONTRACT 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 LOCAL PUBLIC BODY HAS NOT RECEIVED THE FUNDS FROM THE FEDERAL OR STATE FUNDING AGENCY, BUT HAS ALREADY CERTIFIED THAT THE SERVICES OR ITEMS OF TANGIBLE PERSONAL PROPERTY HAVE BEEN RECEIVED AND ACCEPTED, PAYMENTS SHALL BE TENDERED TO THE CONTRACTOR WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF THE FUNDS FROM THAT FUNDING AGENCY.

FINAL PAYMENT SHALL BE MADE WITH-IN THIRTY (30) DAYS AFTER THE WORK HAS BEEN APPROVED AND ACCEPTED BY THE DEPARTMENT'S SECRETARY OR HIS DULY AUTHORIZED REPRESENTATIVE.

THE CONTRACTOR AGREES TO COMPLY WITH STATE LAWS AND RULES PERTAINING TO WORKERS COMPENSATION INSURANCE COVERAGE FOR ITS EMPLOYEES. IF CONTRACTOR FAILS TO COMPLY THE WORKERS' COMPENSATION ACT AND APPLICABLE RULES WHEN REQUIRED TO DO SO, CONTRACT MAY BE CANCELED EFFECTIVE IMMEDIATELY.

ITEM	* APPROX*	UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
	* QTY *			

EQUIPMENT.

THE FOLLOWING EQUIPMENT TO BE USED FOR THE CHIP SEAL SHALL BE AS FOLLOWS.

- A. (2) ASPHALT DISTRIBUTOR FOR APPLICATION OF THE EMULSION SHALL HAVE A FULL CIRCULATION SPRAY BAR THAT IS ADJUSTABLE TO AT LEAST TWENTY (22) FEET WIDE IN ONE (1) FOOT INCREMENTS AND CAPABLE OF HEATING AND CIRCULATING THE EMULSION SIMULTANEOUSLY. IT MUST HAVE COMPUTERIZED RATE CONTROL FOR ADJUSTING AND CONTROLLING THE APPLICATION FROM THE CAB THAT IS ADJUSTABLE BY .05 GALLONS PER SQUARE YARD INCREMENTS. THE DISTRIBUTOR SHALL ALSO BE EQUIPPED WITH A VOLUME MEASURING DEVICE AND A THERMOMETER FOR MEASURING THE EMULSION TEMPERATURE IN THE TANK. IF THERE ARE CUL-DE-SACS IN THE PROJECT AREA, AT LEAST ONE OF THE ASPHALT DISTRIBUTOR TRUCKS SHALL BE CAPABLE OF PLACING EMULSION AROUND THE PERIMETER OF A CUL-DE-SAC THAT IS 80' IN DIAMETER OR LARGER IN ONE CONTINUOUS PASS.
- B. FOUR (4) DUMP TRUCKS WITH HITCHES FOR SPREADER.
- C. A SELF-PROPELLED COMPUTER CONTROLLED AGGREGATE SPREADER THAT CAN EVENLY DISTRIBUTE AGGREGATE UP TO TWENTY FEET WIDE.
- D. A MINIMUM OF TWO (2) PNEUMATIC ROLLER WEIGHING AT LEAST FIVE (5) TONS.
- E. TWO (2) MECHANICALLY POWERED STREET SWEEPERS.
- F. A BACK PACK BLOWER FOR REMOVING EXCESS CHIPS DURING THE SWEEPING OPERATION. G.A. SELF PROPELLED KICK BROOM.

PNEUMATIC ROLLER SPECIFICATION:

PNEUMATIC TIRE ROLLING SHALL FOLLOW IMMEDIATELY AFTER THE AGGREGATE IS APPLIED. A MINIMUM OF TWO SELF-PROPELLED PNEUMATIC-TIRED ROLLER SHALL BE USED FOR THE REQUIRED ROLLING OF THE AGGREGATE. THE PNEUMATIC TIRED ROLLERS SHALL BE IN GOOD WORKING CONDITION AND ACTIVELY ROLLING AT ALL TIMES DURING THE CHIP SEAL OPERATION. THE PNEUMATIC-TIRED ROLLERS SHALL CARRY A MINIMUM LOADING OF 3,000 POUNDS ON EACH WHEEL AND A MINIMUM AIR PRESSURE OF 100 POUNDS PER SQUARE INCH IN EACH TIRE.

THE TIRE PRESSURE SHALL BE MAINTAINED SO THAT THE AIR PRESSURE WILL NOT VARY MORE THAN 5 PSI IN EACH TIRE. THE PNEUMATIC TIRED ROLLER SHALL BE OPERATED IN SUCH A MANNER TO PREVENT THE DISLODGING OF NEWLY APPLIED AGGREGATE. POWER SWEEPING SHALL BE DONE BEFORE THE END OF THE DAY AFTER CHIP SEAL OPERATION TO REMOVE ANY EXCESS LOOSE AGGREGATE. DURING THE SWEEPING PROCESS. THE CONTRACTOR SHALL USE A BACK PACK BLOWER TO CLEAR DRIVEWAYS, GUTTERS AND SIDEWALKS OF EXCESS AGGREGATE AT THE END OF EACH DAY. THE CONTRACTOR SHALL EXERCISE CARE TO PREVENT OIL FROM BEING DEPOSITED ON CONCRETE SURFACES. EACH DAY THE CONTRACTOR SHALL REMOVE OIL FROM THE SURFACES NOT DESIGNATED TO BE CHIP SEALED. NO ADDITIONAL ROADS OR STREETS SHALL BE CHIP SEALED UNTIL THIS CLEAN UP HAS BEEN PERFORMED. THE METHOD OF THE OIL REMOVAL SHALL BE APPROVED BY THE ENGINEER.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION
CONTRACT #: 90-805-00-04116

ITEM * APPROX* UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
* QTY *		*

PAYMENT

BASIS FOR REJECTION OF CHIP SEAL INCLUDES, BUT IS NOT LIMITED TO, IMPROPER PLACEMENT OF MATERIAL, STRIATION OF SURFACE, "BALLING" OF MATERIAL DUE TO QUICK-SET, AND TRACKS OF VEHICLES, BICYCLES, CHIP BROOM AND PEDESTRIANS. PAYMENT FOR THE HIGH FLOAT CHIP SEAL SHALL INCLUDE FULL COMPENSATION FOR FURNISHING LABOR AND EQUIPMENT AND INCIDENTALS, VEGETATION REMOVAL, PRESWEEPING, POST-SWEEPING, POSTING NO PARKING SIGNS, NOTIFYING PROPERTY OWNERS AND FOR DOING ALL THE WORK INVOLVED IN CONSTRUCTING THE HIGH FLOAT CHIP SEAL COMPLETE-IN-PLACE, INCLUDING CLEANING OF THE SURFACE, MIXING AND APPLYING ASPHALTIC EMULSION ON THE PAVEMENT AND PROTECTING THE SEAL UNTIL IT HAS SET, AS SHOWN ON THE PLANS, THE STANDARD SPECIFICATIONS, THESE SPECIAL PROVISIONS AND AS DIRECTED BY THE ENGINEER.

0001	10,000	SQYD	FOG-SEAL SURFACE TREATMENT 0 TO 30,000 SQ YDS:	<u>(AA) \$0.65</u> <u>(AB) \$0.15</u>
0002	35,000	SQYD	FOG-SEAL SURFACE TREATMENT 30,001 TO 70,000 SQ YDS	<u>(AA) \$0.30</u> <u>(AB) \$0.11</u>
0003	80,000	SQYD	FOG-SEAL SURFACE TREATMENT OVER 70,000 SQ YDS	<u>(AA) \$0.18</u> <u>(AB) \$0.08</u>
0004	10,000	SQYD	SINGLE SURFACE PENETRATION TREATMENT 0 TO 30,000 SQ YDS:	<u>(AA) \$2.90</u> <u>(AB) \$1.70</u>
0005	35,000	SQYD	SINGLE SURFACE PENETRATION TREATMENT 30,001 TO 70,000 SQ YDS	<u>(AA) \$1.22</u> <u>(AB) \$1.35</u>
0006	80,000	SQYD	SINGLE SURFACE PENETRATION TREATMENT OVER 70,000 SQ YDS	<u>(AA) \$0.72</u> <u>(AB) \$0.95</u>
0007	10,000	SQYD	DOUBLE PENETRATION SURFACE TREATMENT 0 TO 30,000 SQ YDS	<u>(AA) \$3.50</u> <u>(AB) \$3.40</u>
0008	35,000	SQYD	DOUBLE PENETRATION SURFACE TREATMENT 30,001 TO 70,000 SQ YDS	<u>(AA) \$1.58</u> <u>(AB) \$2.70</u>
0009	80,000	SQYD	DOUBLE PENETRATION SURFACE TREATMENT OVER 70,000 SQ YDS	<u>(AA) \$1.07</u> <u>(AB) \$1.90</u>
0010	20.0	HR	TRAFFIC CONTROL PER LANE PER HOUR, URBAN (WITHIN URBAN LIMITS)	<u>(AA) \$85.00</u> <u>(AB) \$110.00</u>
0011	20.0	HR	TRAFFIC CONTROL PER LANE PER HOUR, RURAL	<u>(AA) \$50.00</u> <u>(AB) \$100.00</u>
0012	20	HR-	FLAGGING TRAFFIC CONTROL (URBAN AREAS) PROVIDE NECESSARY EQUIPMENT TO PROPERLY IMPLEMENT APPROVED TRAFFIC CONTROL PLAN REQUIRING FLAGGING OPERATIONS IN URBAN AREAS. PAYMENT SHALL BE PER FLAGGER PER HOUR	<u>(AA) \$25.00</u> <u>(AB) \$60.00</u>
0013	20.0	HR	FLAGGING TRAFFIC CONTROL (RURAL) SAME AS ITEM 12 EXCEPT RURAL	<u>(AA) \$25.00</u> <u>(AB) \$60.00</u>

STATE OF NEW MEXICO
 GENERAL SERVICES DEPARTMENT
 PURCHASING DIVISION
 CONTRACT #: 90-805-00-04116

ITEM	* APPROX * * QTY *	UNIT *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
0014	20.0	HR	ARROW DISPLAY SEQUENTIAL ARROW DISPLAY		<u>(AA) \$4.50</u> <u>(AB) \$20.00</u>
0015	20.0	HR	PILOT CAR		<u>(AA) \$60.00</u> <u>(AB) \$85.00</u>
0016	5,000	L.F.	TAPE REFLECTORIZED 4" TEMPORARY REFLECTORIZED TAPE FOR TEMPORARY STRIPING. O TO 20,000 L.F.		<u>(AA) \$0.55</u> <u>(AB) \$0.10</u>
0017	30,000	L.F.	TAPE REFLECTORIZED SAME AS ITEM 16, OVER 20,000 L.F.		<u>(AA) \$0.45</u> <u>(AB) \$0.05</u>
0018	20	HR	VARIABLE MESSAGE BOARD AS REQUIRED BY THE ENGINEER OF THE USING AGENCY OR DESIGNEE.		<u>(AA) \$20.00</u> <u>(AB) \$75.00</u>
0019	5000.0	EA	CHIP SEAL MARKERS FLIP TYPE TEMPORARY MARKERS FOR PAVEMANT MARKINGS AS REQUIRED BY THE ENGINEER OR DESIGNEE OF THE USING AGENCY		<u>(AA) \$1.25</u> <u>(AB) \$0.50</u>
0020	10000.0	L.F.	REMOVAL OF TEMPORARY STRIPING CONTRACTOR SHALL REMOVE REMOVEABLE TEMPORARY STRIPING TAPE THAT WAS PLACED ON THE PAVING AREAS. THIS ITEM WILL BE DONE UNDER PROPER TRAFFIC CONTROL ONLY.		<u>(AA) \$0.35</u> <u>(AB) \$0.10</u>
0021	50.0	MILE	MOBILIZATION CHARGES FOR MILEAGE FROM WITHIN THE STATE OF NEW MEXICO TO ANY WORKSITE AS REQUESTED (ONE-WAY). NO PAYMENT WILL BE MADE FOR MOVES LESS THAN THIRTY (30) MILES.		<u>(AA) \$75.00</u> <u>(AB) \$25.00</u>
0022	1.0	DISC.	DISC. DISCOUNT FOR MATERIAL USED		<u>(AA) 0%</u> <u>(AB) 0%</u>

**** 22 ITEM(S) TOTAL ****