City of Las Cruces®
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Council Action and Executive Summary

Item # 13 **Ordinance/Resolution#** 14-15-031

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of August 18, 2014 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: **A RESOLUTION AWARDING THE BID FOR THE 2014-2015 MICRO-SURFACING MAINTENANCE PROJECT TO INTERMOUNTAIN SLURRY SEAL, INC., OF SALT LAKE CITY, UTAH IN THE AMOUNT OF $746,235.00 PLUS $59,232.40 FOR NEW MEXICO GROSS RECEIPTS TAX; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED $37,311.75, FOR A TOTAL PROJECT AUTHORIZATION IN THE AMOUNT OF $842,779.15.**

PURPOSE(S) OF ACTION:

Award bid.

COUNCIL DISTRICT: 1,2,3,4,6		
Drafter/Staff Contact: Louis Grijalva, PE	**Department/Section:** Public Works/Project Development	**Phone:** 528-3479
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Public Works Department identified a list of streets as part of the 2014-2015 Micro-surfacing Maintenance Project. The streets were prioritized and the type of maintenance needed was identified using the recommendations from the Pavement Analysis Report produced by Infrastructure Management Services (IMS). The computer software used to generate the report utilizes best management strategies and optimizes the use of City of Las Cruces (City) funds for pavement maintenance.

At this time, the Public Works Department suggests rehabilitating existing pavement on the identified streets (Attachment "B"); in the past, micro-surfacing pavement treatments have been utilized. Micro-surface is a cost-effective measure which applies a thin layer of asphalt and aggregate to protect the existing pavement surface from desegregation. This method also helps seal cracks in the pavement surface, improves surface irregularities and the riding surface. This process is applied before surface asphalt cracks become excessive and moisture is allowed in the base course. This treatment extends the service life of the roadway surface at a much lower cost than a mil overlay.

The State of New Mexico has issued Pricing Agreement Number 40-805-14-11391 (Attachment "A") with Intermountain Slurry Seal, Inc., of Salt Lake City, Utah to apply micro-surfacing pavement treatments.

Staff recommends the Las Cruces City Council award the 2014-2015 Micro-surfacing Maintenance Project to Intermountain Slurry Seal, Inc., for the application of the micro-surfacing pavement treatment, utilizing the aforementioned existing state pricing agreement. The streets to be completed are listed on Attachment "B".

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request to Contract.
3. Attachment "A", State of New Mexico Price Agreement 40-805-14-11391.
4. Attachment "B", Streets identified for 2014-2015 Micro-surfacing Maintenance Project.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☒	See fund summary below
	No	☐	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from: _____.
		☐	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?			
	Yes	☐	Funds will be deposited into this fund: _____in the amount of $_____for FY__.
	No	☒	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Street Repair and Maintenance: 2600	26226080-721410	$792,779.15	$2,750,000.00	$1,957,220.85	Other projects
General Street Repair and Maintenance: 2650	26226070-721410	$50,000.00	$261,310.00	$211,310.00	Other projects

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will award the bid for the 2014-2015 Micro-surfacing Maintenance Project to Intermountain Slurry Seal, Inc., of Salt Lake City, Utah in the amount of $746,235.00 plus $59,232.40 for New Mexico Gross Receipts Tax. Authorizing the City Manager to approve change orders in an amount not to exceed $37,311.75, for a total authorization of $842,779.15.
2. Vote "No"; this will reject the contract award for the 2014-2015 Micro-surfacing Maintenance Project with Intermountain Slurry Seal, Inc., of Salt Lake City, Utah. Staff will need further direction to re-bid or abandon the 2014-2015 Micro-surfacing Maintenance Project.
3. Vote to "Amend"; this could reject the contract award for the 2014-2015 Micro-surfacing Maintenance Project with Intermountain Slurry Seal, Inc., of Salt Lake City, Utah and will provide an opportunity to re-scope and re-bid the 2014-2015 Micro-surfacing Maintenance Project.
4. Vote to "Table"; this could allow Council to postpone consideration of the resolution and direct staff accordingly to seek an alternative direction.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits:

1. N/A

RESOLUTION NO. 14-15-031

A RESOLUTION AWARDING THE BID FOR THE 2014-2015 MICRO-SURFACING MAINTENANCE PROJECT TO INTERMOUNTAIN SLURRY SEAL, INC., OF SALT LAKE CITY, UTAH IN THE AMOUNT OF $746,235.00 PLUS $59,232.40 FOR NEW MEXICO GROSS RECEIPTS TAX; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED $37,311.75, FOR A TOTAL PROJECT AUTHORIZATION IN THE AMOUNT OF $842,779.15.

The City Council is informed that:

WHEREAS, the Public Works Department identified a list of streets as part of the 2014-2015 Micro-surfacing Maintenance Project. The streets were prioritized and the type of maintenance needed was identified using recommendations from the Pavement Analysis Report produced by Infrastructure Management Services (IMS). The computer software used to generate the report utilizes best-management strategies and optimizes the use of City of Las Cruces (City) funds for pavement maintenance; and

WHEREAS, at this time, the Public Works Department suggests rehabilitating existing pavement on the identified streets (Attachment "B"); in the past, micro-surfacing pavement treatments have been utilized. Micro-surface is a cost-effective measure which applies a thin layer of asphalt and aggregate to protect the existing pavement surface from desegregation. This method also helps seal cracks in the pavement surface, improves surface irregularities and the riding surface. This process is applied before surface asphalt cracks become excessive and moisture is allowed in the base course. This treatment extends the service life of the roadway surface at a much lower cost than a mil overlay; and

WHEREAS, the State of New Mexico has issued Pricing Agreement Number 40-805-14-11391 (Attachment "A") with Intermountain Slurry Seal, Inc., of Salt Lake City, Utah to apply micro-surfacing pavement treatments; and

WHEREAS, staff recommends the Las Cruces City Council award the 2014-2015 Micro-surfacing Maintenance Project to Intermountain Slurry Seal, Inc., for application of the micro-surfacing pavement treatments, utilizing the aforementioned existing state pricing agreement.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the 2014-2015 Micro-surfacing Maintenance Project is hereby awarded to Intermountain Slurry Seal, Inc., of Salt Lake City, Utah in the amount of $746,235.00 plus $59,232.40 for New Mexico Gross Receipts Tax. Authorizing the City Manager to approve change orders in an amount not to exceed $37,311.75, for a total authorization of $842,779.15.

(II)

THAT the Purchasing Manager is authorized to contract with Intermountain Slurry Seal, Inc., as outlined in the signed Exhibit "A", Purchasing Manager's Request to Contract Form.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20___.

APPROVED:

_____

Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: ____
Councillor Silva: ____
Councillor Smith: ____
Councillor Pedroza: ____
Councillor Small: ____
Councillor Sorg: ____
Councillor Levatino: ____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

City Attorney

Exhibit A

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: August 18, 2014

Resolution No.: 14-15-031

Existing Contract Purchase For
2014-2015 Micro-Surfacing Maintenance Project

The Las Cruces City Council is provided the following information concerning this request:

RFP/BID SOLICITATION INFORMATION:

1. Existing Contract Issuer — **State of New Mexico**
2. Contract Number: — **40-805-14-11391**
3. Contract Expiration Date: — **July 8, 2015**
4. Description: — **2014-2015 Micro-Surfacing Maintenance Project**
5. Using Department: — **Public Works**
6. Current Award Recommendation To: — **Intermountain Slurry Seal, Inc., of Salt Lake City, UT**
7. Award Amount (includes any tax and contingency): — **$842,779.15**
8. Projected Completion Date: — **N/A**

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-316**.

Karen Medina, 7/24/14

Purchasing Manager — Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	**15100580**

GSD/PD (Rev. 5/16/12)

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor: **2 Vendors** **Telephone No.:**

Price Agreement Number: **40-805-14-11391**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Ship To: **New Mexico Department of Transportation** **Various Locations**
Invoice: **New Mexico Department of Transportation** **Various Locations**
For questions regarding this contract please contact: James Ortega 505-827-5135

Procurement Specialist: **Eric Sanchez**

Telephone No.: **505-827-0554**

Title: **Micro-Surfacing**

Term: **July 9, 2014 to July 8, 2015**

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 7/3/14

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-805-14-11391

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,

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 13-1-99 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 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. 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 proposal 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. 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://insurenewmexico.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!*

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-805-14-11391

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-805-14-11391

Department Price Agreement

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

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

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

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

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

Article V - Termination
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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-805-14-11391

Awarded Vendors:

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

(AB) 0000055081
Intermountain Slurry Seal, Inc.
PO Box 26754
Salt Lake City, UT 84126
801-532-8200

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-805-14-11391

This price agreement is established for Micro-Surfacing as per specifications contained herein.

This work shall consist of a Type II or Type III Micro-Surfacing system, which shall be a mixture of mineral aggregate, cationic polymer modified asphalt emulsion, mineral filler, water, and other additives mixed and placed on the paved surface in accordance with these specifications and to the dimensions designated by the District Engineer or their designee. Type II micro surfacing aggregate gradation is used to fill surface voids, address surface distress, seal and provide a durable wearing surface. Type III aggregate gradation is used to provide a maximum skid resistance and improved wearing surface. Type III micro surfacing is appropriate for heavily traveled pavements or for rut filling.

All work done under this contract shall meet the specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

This price agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

TERMS OF PRICE AGREEMENT:

The term of this price agreement is for a period of one year from date of award with an option to extend for a period of one (1) year, by mutual price agreement of both parties and the approval of the State Purchasing Director at the same prices, terms and conditions. This price agreement shall not exceed two (2) years.

PERFORMANCE AND PAYMENT AND MATERIALS BONDS:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

TAX NOTE:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

BIDDING INFORMATION:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods

and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

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

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number _____.

BID REVIEW:

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

METHOD OF AWARD:

Method of award shall be to multiple vendors for each group. Items shall be awarded to multiple vendors per group as follows:

Items 0001 to 0015 – District One
Items 0016 to 0030 – District Two
Items 0031 to 0045 – District Three
Items 0046 to 0060 – District Four
Items 0061 to 0075 – District Five
Items 0076 to 0090 – District Six

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

This price agreement may be awarded to one or more vendors, but not to exceed three vendors per group.

UTILIZATION OF VENDORS:

The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to complete a project shall be based on the purchase order.

2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.

3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor **not** offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or designee. All supporting documentation shall be maintained in the project file.

PUBLIC WORKS MINIMUM WAGE ACT:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-805-14-11391

This is a Public Works price agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the State Labor Commission, Santa Fe, New Mexico shall be in effect and utilized by the vendor during the term of this price agreement.

This is a federal participation price agreement. When federal funds are utilized and differences exist between the minimum wage rates shown under wage decisions of the Office of the New Mexico State Labor Commission, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the price agreement assembly, the higher wage rates shall govern.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

PRICE AGREEMENT ORDER:

For projects over $60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at :

https://nm4myui.dws.state.nm.us/WageRateRequestWeb/WageRateRequestForm.aspx

FEDERAL REQUIREMENTS:

Federal funds may be utilized for this price agreement. The following attached federal documents are an integral part of the price agreement:

It is not necessary for a Contractor to have the license classification(s) alluded to in order to submit a bid on this Price Agreement. Any Contractor bidding on this price agreement shall obtain the required license(s) prior to the issuance of the Notice of Award. Licenses may be obtained from the New Mexico Construction Industries Division. It is the responsibility of the Contractor to pay whatever fees and/or to take whatever measures are available by rule or regulation of the Division to expedite the securing of the required license.

- **Forms 15 and 17 indicated with an asterisk must be completed and included in the bid package.**

1. Required Contract Provisions, Federal Aid Construction contracts
2. Notice to Contractors – Equal Employment Opportunity)
3. Special Provision – Specific EEO Responsibilities (23 U.S.C. 140)
4. Standard Federal EO Construction Contract Specification (Executive Order 11246)
5. Notice to Contractors Modifying Standard Federal EEO Construction Contract Specifications
6. Notice of Requirement for affirmative Action to Ensure EEO (Executive Order 11246)
7. Federal-Aid Proposal Notices – Notices to Prospective Federal-Aid Construction Contractors
8. Notice to Contractors (Form FHWA 1273) Record of Materials
9. Notice to Contractors Preference Employment of Indian Tribes
10. Notice to Contractors – Toll Free Number to Report Bid Rigging - USDOT
11. Notice to Contractors – Submission of Weekly Payrolls
12. Notice to Contractors - Apprentices
13. Notice to Contractors - Required Contract Provisions Title VI Civil Rights Act
14. Notice to Contractors-Non-Collusion Declaration
15. **Declaration of Non-Collusion for Award of Contract ***
16. Notice to Contractors – Certification for Federal-Aid Contract
17. **Disclosure of Lobbying Activities ***
18. Notice to Contractors – Ref: Wage Rates
19. Notice to Contractors – Minimum Wage Rates
20. General Decision Number NM 47 through NM 51 (Updated (9/2011).
    http://dot.state.nm.us/content/dam/nmdot/Procurement/General-Decision-Rates-2013.pdf
21. Department of Labor - Notice - "Public Works Apprenticeship and Training Act"
22. Article 4D – Public Works Apprenticeship and Training Completed

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* Forms 15 and 17 indicated with an asterisk must be completed and included in the bid package.

*** Form 15. Declaration of Non-Collusion for Award of Contract (1 page)**
http://dot.state.nm.us/content/dam/nmdot/Procurement/noncollusion.pdf

*** Form 17. Disclosure of Lobbying Activities (3 pages)**
http://dot.state.nm.us/content/dam/nmdot/Procurement/disclosure.pdf

*** Required Contract Provisions For Federal-Aid Construction Contracts (40 pages)**
http://dot.state.nm.us/content/dam/nmdot/Procurement/fed%20language%203-2010.pdf

Attention of the bidder is directed to the current requirements as to resident Contractor's preference, per Section 13-4-3 NMSA 1978. The provisions of Sections 13-4-1 through 13-4-4 NMSA 1978 shall not apply to this price agreement.

THE CONTRACTOR AGREES TO:

A. Provide competent supervision and skilled personnel to carry on all work in progress.

B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.

C. Contractor shall indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold 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. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(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 price agreement.

D. A potential Contractor or the Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

E. Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

INSURANCE REQUIREMENTS:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. 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, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

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

   Bodily Injury Liability:

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

a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:

   1. Coverage for liability arising out of the operation of independent Contractors
   2. Completed operation coverage
   3. Attachment of the Broad Form Comprehensive General Liability Endorsement

b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

c. In the event that a form of work next to an existing building or structure is a required part of price agreement, 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 building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

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

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

   Bodily Injury Liability:

   $1,000,000 each person; $2,000,000 each occurrence
   (annual aggregate)

   Property Damage Liability:

   $2,000,000 each occurrence (annual aggregate)

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

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

(C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement 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 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 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, cancelled or allowed to lapse without giving the New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The New Mexico Department of Transportation 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 individual Contractor. The New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

(E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, 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 New Mexico Department of Transportation 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.

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

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

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

SPECIAL WARRANTY:

The Contractor shall furnish a five (5) year warranty to The New Mexico Department of Transportation from the manufacturer of the joint sealant material which shall read as follows:

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"We hereby warrant that our joint seal material used to seal the joints in the pavement from M.P. _____ to M.P. _____ on the New Mexico route _____ _____ shall prevent infiltration of water and/or foreign material through the joint under normal usage, shall not flow, have loss of bond or cohesive failure, blister, bubble or crack, or lose resilient rubber-like properties. This warranty is for a period of five (5) years from the date of placement and any defective material shall be replaced and new sealant applied at no cost to The New Mexico Department of Transportation".

SPECIFICATIONS FOR MICRO-SURFACING

GENERAL CONDITIONS:

All work done under this contract shall meet any applicable specifications as set forth in the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current Special Provisions and Supplemental Specifications.

The Contractor shall not park equipment during non-working hours inside the highway right of way unless it is determined by the district engineer or their designee that a safe recovery area thirty (30) feet as measured from the edge of the roadway is assured. If the right of way does not allow for an adequate recovery area, the Contractor shall be responsible for locating an equipment storage area, suitable to the district engineer or their designee.

The Contractor must be capable of performing work specified at various locations as requested by the New Mexico Department of Transportation within a minimum of thirty (30) calendar days after notification. Failure to perform the work described will result in the state purchasing director's office being notified for the appropriate action to be taken.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with the agreement conditions and specifications may be required by the New Mexico Department of Transportation.

The Contractor warrants and represents that it has taken into consideration and is familiar with the project site conditions, the nature and location of the work, conformation of the ground and roadway, character of soils, materials and surface conditions to be encountered, availability and cost for labor, materials and equipment necessary to perform the work herein, scheduling requirements and impacts, applicable safety and security rules, regulations and any matter which may affect the project.

All equipment proposed to be used to accomplish the work described herein shall be of sufficient size and in such mechanical condition to meet requirements of work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property or other highways will result from its use.

The New Mexico Department of Transportation's drop-off policy shall be adhered to for all applicable operations and will be considered incidental to the work and no separate measurement or payment will be made therefore. All materials and equipment storage shall adhere to the appropriate "Clear Zone" requirements for posted speeds and geometric conditions.

The successful Contractor must have more than one self- propelled lay down machine available at all times, in order to satisfy different work orders at the same time.

TRAFFIC CONTROL:

The Contractor shall abide with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, most current edition and Special Provisions and Supplemental Specifications, Section 700 on Traffic Control Devices and with the Manual of Uniform Traffic Control Devices current edition, Part VI - Traffic Control for Street and Highway Construction and Maintenance Operations. Contractor shall submit a traffic control plan to the District Traffic Engineer two (2) weeks prior to actual construction. The District Traffic Engineer shall review and approve the proposed signage, location of signs and location and type of all traffic channelization devices to be utilized prior to the beginning of operations. All lane closures and detours must also be approved by the District Traffic Engineer or their designee.

The Contractor shall furnish directly (or provide through an approved Subcontractor) all traffic control for the work within the purchase order including traffic control devices, planning and management. This shall include the preparing and implementing of traffic control plan in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and in conformance with the NMDOT Special Provision Section 702, an approved traffic control plan and the standard specifications. Traffic control plan, shall

be in accordance with and materials conform to the applicable requirements of Section 701 – Traffic Signs and Sign Structures; Section 702 – Traffic Control Devices for Construction; Section 704 – Pavement Markings and Section. These items shall include the provision by the Contractor of traffic control management and shall comply with Section 618 – Traffic Control Management of the Standard Specification and any revisions thereof. It is the responsibility of Contractor to have the traffic control plan approved by the District Traffic Engineer prior to starting the work. No work shall be performed without a New Mexico Department of Transportation approved Traffic Control Plan.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the district engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signage that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic with adequate flagging and treated roadways shall be reopened to traffic during night-time or nonworking hours.

All traffic control planning, management, devices and activities necessary to conform to an approved traffic control plan will be considered incidental to other bid items; no measurement or separate payment will be made thereof; except temporary and permanent pavement markers.

TEMPORARY PAVEMENT MARKINGS:

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all reflectorized pavement markings for a period of two weeks after placement. The district engineer or their designee will have the option to decide which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until in thoroughly adheres to the finished asphalt surface. The Contractor shall remove temporary striping within two (2) weeks of re-establishment of permanent striping or as indicated by the district engineer or their designee.

SUPPLEMENTAL SPECIFICATIONS FOR MICRO-SURFACING

All pertinent provisions of The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications shall apply in addition to the following:

SCOPE OF WORK:

This work shall consist of a micro-surfacing system which shall be a mixture of mineral aggregate, cationic polymer modified asphalt emulsion, mineral filler, water, and other additives mixed and placed on the paved surface in accordance with these specifications and to the dimensions designated by the district engineer or their designee. The micro-surfacing system shall produce a cured mixture with a homogeneous appearance, a firm surface adhesion, and a skid resistant texture.

SUBMITTALS:

The contractor shall provide the district engineer or their designee with a mix design fifteen (15) days prior to beginning construction the meets the following requirements.

1. A sample of emulsified asphalt with mix design.

2. A Certificate of Compliance and analysis from the manufacturer of emulsified asphalt.

3. Target gradation for combined aggregate and mineral filler.

4. Provide test reports for mineral aggregate that meets the Material requirements below.

5. Provide verification that Hydrated Lime meets Material requirements below.

6. Provide a Manufacturer's Certificate of Compliance for Mineral Filler.

7. Provide calibration documentation for each mixing unit that includes an individual calibration for each material at various settings, which can be related to the machines metering devices.

MATERIALS:

Mineral Aggregate - Use 100 percent manufactured mineral aggregates that shall be generated by crushing operations from a single source and shall be composed of clean, tough, and durable particles of crushed tap rock, crushed granite, crushed sandstone or other high-quality aggregate as approved by the district engineer or their designee. A sand equivalent of 65 or higher is required. The aggregate shall show a maximum weight loss of 25 percent when subjected to four cycles of conditioning using magnesium sulfate solution in accordance with AASHTO T104 and Resistance to degradation of small-size coarse aggregate by abrasion and impact of 30 percent maximum in accordance with AASHTO T96. The tests shall be performed on the gradation to be used on the project.

Mineral Aggregate Gradation Type - when tested in accordance with AASHTO T 27 and AASHTO T 11, the mineral aggregate shall conform to the following gradation requirements for Type I or Type II as specified by the District Engineer or their designee.

Type II (Fine Graded Surface Course)	Percent Passing by Weight	Stockpile Tolerance
3/8 inch	100	0
NO.4	90-100	±2
NO.8	65- 90	±5
NO.16	45-70	±5
NO.30	30-50	±5
NO.50	18-30	±5
NO.100	10-21	±5
NO.200	5-15	±2

Type III (Course Graded Surface Course)	Percent Passing by Weight	Stockpile Tolerance
½ inch	100	0
3/8 inch	98-100	±2
NO. 4	86-94	±5
NO. 8	45-65	±5
NO.16	25-46	±5
NO. 30	15-35	±5
NO. 50	10-25	±4
NO.100	7-18	±3
NO.200	5-15	±2

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design submitted by the contractor while also remaining within the specification gradation band. The percentage for aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

MINERAL AGGREGATE STOCKPILING AND STORAGE:

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpile sand to prevent segregation of the aggregates. The aggregate shall be passed over a scalping screen prior to transfer to the micro-surfacing mixing machine to remove oversize material.

EMULSIFIED ASPHALT MATERIAL:

The asphalt emulsion materials shall be designated as CSS-1hP or CQS-1hP and shall meet the requirements of AASHTO M 208 for each perspective designation (CSS-1hP or CQS-1hP) with the following exceptions.

EMULSION TESTS

TEST METHOD	DESCRIPTION	SPECFICATION
AASHTO T 59	Settlement and Storage of Emulsified Asphalts 24-h	1% Maximum
AASHTO T 59	Distillation of Emulsified Asphalt *	62% Minimum
AASHTO T 53	Softening Point Of **Asphalt Residue**	135° F Minimum

*The temperature for this test should be held at 350 ± 9° F for 20 Minutes. The mixture shall be agitated constantly during the distillation process with a gentle stirring action. Complete the total distillation in 60± 5 minutes from the first application of heat.

The polymer shall be incorporated by blending with approved base asphalt prior to emulsification or it shall be co-milled with the asphalt to produce the finished emulsion. The distillation residue of the modified emulsion shall contain a minimum of 3.0 percent polymer by weight. Each load of emulsified asphalt shall have a certificate of Analysis/Compliance indicating that the emulsion meet specifications.

MINERAL FILLER:

Mineral filler shall be non-air-entrained Portland cement or hydrated lime which is free of lumps or foreign matter conforming with the requirements of AASHTO-M17. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the mineral aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the micro-surfacing is being placed if it is found to be necessary for better consistency or set times.

Hydrated lime shall be used on New Mexico Department of Transportation projects for evaluation purposes only and with prior written approval from the district engineer or their designee.

The Contractor shall conduct trial mix designs for both Portland cement and hydrated lime mixes for each individual project and or aggregate source. The trial mix results shall be submitted to the District for review and written approval two weeks prior to construction.

The projects where hydrated lime is used shall be monitored by the Department in conjunction with the Contractor for performance for a three year period. The Department in cooperation with the Contractor shall develop a work plan for the evaluation of each project where hydrated lime is used. The work plan shall include as a minimum the following items:

- Measurements of rut depths, cracking, etc.
- Mix properties
- Report on construction process
- Six month field reviews with reporting
- Comparisons to control sections with Portland cement.
- Consideration of different aggregate sources will be made

WATER:

The water shall be potable and shall be free of harmful soluble salts, reactive chemicals and any other contaminants.

OTHER ADDITIVES:

With the approval of the District Engineer or designee additives approved by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field. Appropriate additives and their applicable use range should be approved by the laboratory the submitted the mix design.

MIX DESIGN:

The mixture design and resulting job mix formula shall be supplied by the Contractor. The following shall be required in the mix design provided by the Contractor: The mix design shall show the results of the wet cohesion test run in accordance with ISSA-TB-139 and shall have minimum values of 12 kg-cm min, at 30 minutes and 20 kg-cm min. at 60 minutes. The mix design shall show the results of the loaded wheel test run in accordance with ISSA-TB-109 and shall have a maximum value of 50 g/sq. ft. The mix design shall show the results of the wet track abrasion test run in accordance with ISSA-TB- 100 and shall have maximum values of 50 g/sq. ft. after one hour of soaking and 75 g/sq. ft. after six days of soaking. The optimum asphalt content shall be selected between the minimum asphalt content found by the wet track abrasion test and the loaded wheel test. The mix design shall show the source of the aggregate to be used in the mix, the results of tests, mix compatibility tests, and mix design gradation. The mix design shall show the type of asphalt emulsion, the base stock asphalt cement, the manufacturer of the polymer, and the manufacturer of the emulsified asphalt. The mix design shall show the percent asphalt emulsion to be included in the mix as percent of dry aggregate weight. The mix design shall show the type of mineral filler and the percent of aggregate weight and allowable variation. The mix design shall show allowable additives and allowable percentage of additives by weight of aggregate, to control mixing and breaking. These mix design requirements may be subject to verification to testing of laboratory produced mixes or trial batch material prior to placement of project material.

COMPOSITION OF MIXTURE:

The polymer modified micro-surfacing shall consist of a uniform mixture of aggregate and CSS-IP emulsion and mineral filler, water and field control additive as required. The emulsion and aggregate must be compatible so that a complete uniform coating of the aggregate will be obtained in the mixing process. The mixture must have sufficient working life to allow for proper placement at the existing ambient temperature and humidity. When the paving mixture is placed with the relative humidity of not more than 50% and ambient air temperature at not more than 75 degrees F, it must cure sufficiently that uniformly moving traffic can be allowed in one hour with no damage to the surface. Location subject to sharp turning or stopping and starting traffic may require additional curing.

The job mix formula shall meet with the approval of the district engineer or their designee; and proportions to be used shall be within the following limits:

Residual asphalt	6.0 to 9.0% combined weight of dry aggregate and mineral fill.
Mineral filler (Portland cement or Hydrated lime)	0.5 to 3.0% by weight of dry aggregate
Field control Additive	As required to provide control of break and cure
Water	As required to provide proper consistency

The mixture shall be designed so that the mineral aggregate will produce a gradation which conforms to the limitations for the design grading for the type specified herein. The gradation will be determined in accordance with AASHTO T11 and shall be based upon aggregate and mineral filler.

DETERMINATION OF MIXTURE COMPOSITION AND TOLERANCES:

Determination of aggregate gradation may be based on sieve analysis of representative samples taken from the stockpile at the job site. The amount of mineral filler added to the mix shall be included in determining the total minus no. 200 aggregate fraction. (The asphalt content may be determined with a nuclear asphalt content gauge (NAC). Alternatively, aggregate gradation and asphalt

content may be determined by AASHTO-T164.

Mix samples will be taken from the mixing unit discharge in a manner such that the complete discharge stream is included in the sample. Mix samples shall be dried to constant weight at 230° F plus or minus 10° F prior to determination of asphalt content and aggregate gradation.

CONSTRUCTION REQUIREMENTS:

GENERAL:

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the district engineer or their designee. The finished micro-surfacing shall have a uniform texture free from excessive scratch marks, tears or other surface irregularities. The cured mixture shall adhere fully to the underlying pavement.

EQUIPMENT:

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and is subject to the approval of the District Engineer or their designee. Any equipment found to be defective and potential affecting the quality of the paving mixture shall be replaced. All scales used in weighing aggregate and emulsion shall conform to the requirements of section 401.

The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade mixer; and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive, and water to maintain, an adequate supply to the proportioning controls. The machine shall also be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby eliminating unnecessary construction joints. The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material. The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design individual volume or weight controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar devices so that the amount of aggregate used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. It also shall, be equipped with and approved fines feeder that shall provide a uniform, positive, accurately entered, metered, predetermined amount of the specified mineral filler.

The machine shall have an Electronic Monitoring System ("EMS"). The EMS shall monitor and display application rates and totals used for aggregate, emulsion, fines, water and additive. It shall also calculate and display ratios of emulsion to aggregate, fines to aggregate, additive to aggregate, water to aggregate and application rate in lbs per sq. yd. (requires operator to input spreader box width). A hard copy report must be able to be printed on demand which will display: date, weight of aggregate used since last reset, weight of emulsion used since last reset, weight of fines used since last reset, gallons of additive used since last reset, gallons of water used since last reset, emulsion to aggregate ratio, fines to aggregate ratio, additive to aggregate ratio, water to aggregate ratio.

SPREADING EQUIPMENT:

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles or other devices to agitate and spread the materials throughout the box. The spreader box used must be capable of obtaining the desired lines and grade as shown on the plans. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear

strike-off. The seam where two spreads join shall be neat appearing and uniform. A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the sane adjustments as the rear seal.

SURFACE PREPARATION:

The Contractor shall supply and make available, at all times all the necessary equipment required to clean and sweep the surfaces to be treated. Areas to be swept and cleaned are to be determined by the district engineer or their designee. A self-propelled power sweeper will be required for surface preparation.

The New Mexico Department of Transportation will, prior to operations, make repairs to roadway base, curbs and gutters, and potholes. Major cleaning that requires blading and the disposal of debris shall be the responsibility of the department.

PLACEMENT OPERATIONS:

The area to be surfaced shall be thoroughly cleaned of all vegetation, loose aggregate and soil. Water used in pre-wetting the surface ahead of and outside the spreader box shall be applied at a rate to dampen the entire surface without any free flowing water ahead of the spreader box.

TEMPERATURE & WEATHER LIMITATIONS:

The material shall be spread only when the atmospheric temperature is at least 50 ° F and rising and the weather is not foggy or rainy and there is no forecast of temperatures below 32° F within 24 hours after mix placement.

RUTS:

The district engineer or their designee may direct that preliminary micro-surfacing material be placed to fill ruts, utility cuts, depressions in the existing surface, before the final surface course is placed. Ruts of ½ inch or greater depths shall be filled independently with a rut filling spreader box either 5 foot or 6 foot in width. For irregular or shallow rutting less than 1/2 inch depth, a full-width scratch coat pass may be used as directed by the project manager. Each individual rut fill, utilizing a rut filling spreader box shall be crowned to compensate for traffic compaction. Ruts that are in excess of 1-1/2 inches depth may require multiple placements with the rut filling spreader box to restore the original cross section.

SURFACE TOLERANCES:

No excessive build-up, uncovered area, or unsightly appearance will be permitted on longitudinal or transverse joints. Longitudinal joints hall be placed on lane lines. Excessive overlap will not be permitted. Care shall be taken to insure straight lines along the roadway centerline, lane lines, or shoulder or curb lines. Lines at intersections will be kept straight to provide a good appearance.

Areas which cannot be reached with the mixing machine shall be surfaced using hand tools to provide complete and uniform coverage. The area to hand worked shall be lightly dampened prior to mix placement.

Care shall be exercised in areas that require hand work so that the finished surface is uniform in texture, dense, and of overall appearance comparable to that produced by the spreader box. Micro-surfacing material required to repair deficiencies due to unsatisfactory workmanship will be designated by the district engineer or their designee.

PAYMENT AND INVOICING: METHOD OF MEASUREMENT:

Micro-surfacing will be measured by the ton.

Restricted Hours or Night Work Incentive, will be paid for by the Ton, when micro-surfacing of roadway is Restricted (limited to less than seven (7) consecutive hours within a 24 hour time period) or when work must be completed at night (worked completed between the hours of 8 p.m. and 6 a.m.) as designated by the district engineer or their designee. No payment will be made if the contractor elects to work nights or restricted hours. Restricted Hours or Night Work Incentive will be an addition cost incurred, and will apply to the tonnage placed during these restrictions. Final quantities for tons placed during restricted hours or night hours will be determined by the district engineer or their designee and will be final.

Urban traffic control for the purpose of the Price agreement will be defined as traffic control setup requiring the sign spacing as

prescribed in the MUTCD Table 6C-1 for urban road types and/or traffic setups that are restricted to seven (7) hours or less. All other Traffic Control shall be included in the item for Traffic Control Rural. Traffic control items shall be paid for by the DAY.

AGGREGRATE:

The quantity of aggregate used in accepted portions of the work shall be measured by electronic monitoring system on paving machine as provided in printed tickets. The amount of aggregate must fall between the specified ranges of 23 to 28 lbs. of dry aggregate per square yard of micro-surfacing treatment to be acceptable.

POLYMER MODIFIED ASPHALT EMULSION:

The quantity of polymer modified asphalt emulsion in the accepted portions of the work shall be measured by tons of material based on the accepted load tickets issued from the supplier at the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered. Mineral filler, modifier, water and all other additives shall be considered subsidiary items and shall not be paid for separately.

MINERAL FILLER:

The quantity of mineral filler (Portland cement or hydrated lime) in the accepted portion of the work shall be measured by the ton and shall be included in the micro-surfacing items. At the completion of the project any unused mineral filler shall be weighed back and that quantity deducted from the accepted mineral filler quantity delivered.

TRAFFIC CONTROL:

All traffic control items such as signs, barricades, traffic, channelization devices and sequential flashing arrows that that are required for proper traffic control for rural and urban operations will be measured on a daily basis. (Day for the purposes of traffic control is defined as a minimum of one complete set up for of all signing and traffic channelization devices.) All measurements are to be verified by the district engineer or their designee.

TEMPORARY PAVEMENT MARKINGS:

Reflectorized tape pavement marks will be measured on a linear foot basis (actual length of stripe only) applied to the treated asphalt surface as directed and verified by the Engineer of using agency or designee. Tab pavement marks will be measured by each as applied to the treated asphalt surface as directed and verified by the Engineer of using agency or designee. Temporary pavement markings (tape or tabs) shall be removed within two weeks of re-establishment of permanent striping.

BASIS OF PAYMENT:

Micro-surfacing will be paid for at the contract unit price per ton for the composite mixture. This will include aggregate, emulsified asphalt, mineral filler. Separate payment will not be made for additives used in the emulsion mix or to any other component materials which provide control of the setting time in the field.

The price shall be full compensation for furnishing all preparations: mixing and applying materials and for all labor, equipment, tools, test designs, cleaning, and incidentals necessary to complete the job as specified therein.

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

PAYMENTS AND INVOICING:

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

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

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

INVOICE TO:

NM Department of Transportation
1120 Cerrillos Road – P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
US 70-80 East – P.O. Box 231
Deming, NM88030-0231

NM Department of Transportation
District Two
4505 West Second St. – P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation
District Three
7500 East Frontage Road
P. 0. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
District Four
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
Albuquerque Highway – P.O. Box 4127
(Coronado station)
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
1919 Pinon Drive – P.O. Box 2159
Milan, NM 87021-2159

ESCALATION CLAUSE:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

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Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

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

MOBILIZATION:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

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

QUANTITIES:

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

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	5,000	TON	1000-2500 Micro-Surfacing, processing and placement on roadway for District One.	AA) $200.00 AB) $230.00
002	10,000	TON	2500-5000 Micro-Surfacing, processing and placement on roadway for District One.	AA) $195.00 AB) 230.00
003	15,000	TON	5000 tons + Micro-Surfacing, processing and placement on roadway for District One.	AA) $190.00 AB) $180.00
004	1,000	TON	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement. District One.	AA) $20.00 AB) $250.00
005	80	DAY	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic for District One.	AA)$3,000.00 AB) $300.00
006	80	DAY	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work done outside areas defined in Item 5 for District One.	AA) $2,500.00 AB) $200.00
007	130	DAY	Sequential flashing arrow board as required by the district engineer or their designee for District One.	AA) $150.00 AB) $40.00
008	130	DAY	Variable message board as required by the district engineer or their designee for District One.	AA) $300.00 AB) $125.00
009	2,400	MILE	Mobilization moving charge from within the state of New Mexico to any District One destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	AA) $45.00 AB) $5.00
010	1,000	L. F	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated by the district engineer or their designee for District One.	AA) $.13 AB) $.75

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011	25,000	EA	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing or as designated by the district engineer or their designee for District One.	AA) $1.00 AB) $.25
012	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft. reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications for District One.	AA) $.12 AB) $.12
013	86,000	L.F.	Re-establish permanent striping center-line striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermo-plastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application for District One.	AA) $.38 AB) $.40
014	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District One.	AA) $1.25 AB) $2.00
015	26,400	EA.	Removal of temporary tab pavement mark-ings to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District One.	AA) $1.25 AB) $.25
016	5,000	TON	1000-2500 Micro-Surfacing, processing and placement on roadway for District Two.	AA) $206.00 AB) $205.00
017	10,000	TON	2500-5000 Micro-Surfacing, processing and placement on roadway for District Two.	AA) $190.00 AB) $205.00
018	15,000	TON	5000 tons + Micro-Surfacing, processing and placement on roadway for District Two.	AA) $189.00 AB) $190.00

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019	1,000	TON	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement. District Two.	AA) $20.00 AB) $215.00
020	80	DAY	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic for District Two.	AA) $3,000.00 AB) $300.00
021	80	DAY	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work outside areas defined in Item 20 for District Two.	AA) $2,500.00 AB) $200.00
022	130	DAY	Sequential flashing arrow board as required by the district engineer or their designee for District Two.	AA) $150.00 AB) $40.00
023	130	DAY	Variable message board as required by the district engineer or their designee for District Two.	AA) $300.00 AB) $125.00
024	2,400	MILE	Mobilization moving charge from within the state of New Mexico to any District Two destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	AA) $50.00 AB) $5.00
025	1,000	L. F	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated by the district engineer or their designee for District Two.	AA) $.13 AB) $.75
026	25,000	EA	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing or as designated by the district engineer or their designee for District Two.	AA) $1.00 AB) $.25

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027	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft. reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications for District Two.	AA) $.12 AB) $.12
028	86,000	L.F.	Re-establish permanent striping center-line striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermo-plastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application for District Two.	AA) $.38 AB) $.40
029	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Two.	AA) $1.50 AB) $2.00
030	26,400	EA.	Removal of temporary tab pavement mark-ings to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Two.	AA) $1.50 AB) $.25
031	5,000	TON	1000-2500 Micro-Surfacing, processing and placement on roadway for District Three.	AA) $185.00 AB) $180.00
032	10,000	TON	2500-5000 Micro-Surfacing, processing and placement on roadway for District Three.	AA) $200.00 AB) $199.00
033	15,000	TON	5000 tons + Micro-Surfacing, processing and placement on roadway for District Three.	AA) $210.00 AB) $192.00
034	1,000	TON	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement. District Three.	AA) $20.00 AB) $250.00

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035	80	DAY	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic for District Three.	AA) $3,000.00 AB) $300.00
036	80	DAY	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work outside areas defined in Item 35 for District Three.	AA) $2,500.00 AB) $200.00
037	130	DAY	Sequential flashing arrow board as required by the district engineer or their designee for District Three.	AA) $150.00 AB) $50.00
038	130	DAY	Variable message board as required by the district engineer or their designee for District Three.	AA) $300.00 AB) $200.00
039	2,400	MILE	Mobilization moving charge from within the state of New Mexico to any District Three destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	AA) $50.00 AB) $1.00
040	1,000	L. F	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated by the district engineer or their designee for District Three.	AA) $.13 AB) $.75
041	25,000	EA	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing or as designated by the district engineer or their designee for District Three.	AA) $1.00 AB) $.25
042	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft. reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications for District Three.	AA) $.12 AB) $.12

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043	86,000	L.F.	Re-establish permanent striping center-line striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermo-plastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application for District Three.	AA) $.38 AB) $.40
044	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Three.	AA) $1.50 AB) $2.00
045	26,400	EA.	Removal of temporary tab pavement mark-ings to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Three.	AA) $1.50 AB) $.25
046	5,000	TON	1000-2500 Micro-Surfacing, processing and placement on roadway for District Four.	AA) $205.00 AB) $220.00
047	10,000	TON	2500-5000 Micro-Surfacing, processing and placement on roadway for District Four.	AA) $200.00 AB) $220.00
048	15,000	TON	5000 tons + Micro-Surfacing, processing and placement on roadway for District Four.	AA) $190.00 AB) $156.00
049	1,000	TON	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement. District Four.	AA) $20.00 AB) $240.00
050	80	DAY	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic for District Four.	AA) $3,000.00 AB) $300.00
051	80	DAY	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work outside areas defined in Item 50 for District Four.	AA) $2,500.00 AB) $200.00

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052	130	DAY	Sequential flashing arrow board as required by the district engineer or their designee for District Four.	AA) $150.00 AB) $40.00
053	130	DAY	Variable message board as required by the district engineer or their designee for District Four.	AA) $300.00 AB) $125.00
054	2,400	MILE	Mobilization moving charge from within the state of New Mexico to any District Four destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	AA) $50.00 AB) $5.00
055	1,000	L. F	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated by the district engineer or their designee for District Four.	AA) $.13 AB) $.75
056	25,000	EA	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing or as designated by the district engineer or their designee for District Four.	AA) $1.00 AB) $.25
057	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft. reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications for District Four.	AA) $.12 AB) $.12
058	86,000	L.F.	Re-establish permanent striping center-line striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermo-plastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application for District Four.	AA) $.38 AB) $.40

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059	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Four.	AA) $1.50 AB) $2.00
060	26,400	EA.	Removal of temporary tab pavement mark-ings to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Four.	AA) $1.50 AB) $.25
061	5,000	TON	1000-2500 Micro-Surfacing, processing and placement on roadway for District Five.	AA) $205.00 AB) $200.00
062	10,000	TON	2500-5000 Micro-Surfacing, processing and placement on roadway for District Five.	AA) $200.00 AB) $200.00
063	15,000	TON	5000 tons + Micro-Surfacing, processing and placement on roadway for District Five.	AA) $190.00 AB) $154.00
064	1,000	TON	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement. District Five.	AA) $20.00 AB) $225.00
065	80	DAY	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic for District Five.	AA) $3,000.00 AB) $300.00
066	80	DAY	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work outside areas defined in Item 65 for District Five.	AA) $2,500.00 AB) $200.00
067	130	DAY	Sequential flashing arrow board as required by the district engineer or their designee for District Five.	AA) $150.00 AB) $40.00
068	130	DAY	Variable message board as required by the district engineer or their designee for District Five.	AA) $300.00 AB) $150.00

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069	2,400	MILE	Mobilization moving charge from within the state of New Mexico to any District Five destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	AA) $50.00 AB) $5.00
070	1,000	L. F	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated by the district engineer or their designee for District Five.	AA) $.13 AB) $.75
071	25,000	EA	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing or as designated by the district engineer or their designee for District Five.	AA) $1.00 AB) $.25
072	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications for District Five.	AA) $.12 AB) $.12
073	86,000	L.F.	Re-establish permanent striping center-line striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermo-plastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application for District Five.	AA) $.38 AB) $.40
074	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Five.	AA) $1.50 AB) $2.00
075	26,400	EA.	Removal of temporary tab pavement mark-ings to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Five.	AA) $1.50 AB) $.25

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076	5,000	TON	1000-2500 Micro-Surfacing, processing and placement on roadway for District Six.	AA) $210.00 AB) $230.00
077	10,000	TON	2500-5000 Micro-Surfacing, processing and placement on roadway for District Six.	AA) $202.00 AB) $230.00
078	15,000	TON	5000 tons + Micro-Surfacing, processing and placement on roadway for District Six.	AA) $190.00 AB) $181.50
079	1,000	TON	Restricted Hours/Night Work Incentive, utilized when the Department restricts work to seven hours or less or requires nighttime work as described under Method of Measurement. District Six.	AA) $20.00 AB) $250.00
080	80	DAY	Urban traffic control (As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less) to include all signing and traffic channelization devices for adequate handling of traffic for District Six.	AA) $3,000.00 AB) $300.00
081	80	DAY	Rural traffic control to include all signing and traffic channelization devices for adequate handling of traffic for work outside areas defined in Item 80 for District Six.	AA) $2,500.00 AB) $200.00
082	130	DAY	Sequential flashing arrow board as required by the district engineer or their designee for District Six.	AA) $150.00 AB) $40.00
083	130	DAY	Variable message board as required by the district engineer or their designee for District Six.	AA) $300.00 AB) $125.00
084	2,400	MILE	Mobilization moving charge from within the state of New Mexico to any District Six destination as requested. No payment will be made for moves less than twenty five (25) miles. Contractor shall designate a home office for method of measurement in New Mexico.	AA) $50.00 AB) $5.00
085	1,000	L. F	Re-establish temporary centerline with 4 inch by 4 foot stripe with 36 feet spacing as designated by the district engineer or their designee for District Six.	AA) $.13 AB) $.75

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086	25,000	EA	Re-establish temporary centerline with reflectorized tabs at 40 feet spacing or as designated by the district engineer or their designee for District Six.	AA) $1.00 AB) $.25
087	86,000	L.F.	Re-establish permanent striping - centerline striping with 4 in. X 10 ft reflectorized painted markings at 30 ft. spacing and solid shoulder striping with reflectorized painted markings according to section 704 of standard specifications for highway and bridge construction, current edition & current special provisions supplemental specifications for District Six.	AA) $.12 AB) $.12
088	86,000	L.F.	Re-establish permanent striping center-line striping with 4 in. X 10 ft. Thermo plastic striping material at 30 ft. Spacing and solid shoulder striping with thermo-plastic striping material according to special provision modifying section 704 special provision for hot thermoplastic pavement markings. Thirty (30) mil spray application for District Six.	AA) $.38 AB) $.40
089	1,000	L.F.	Removal of temporary stripe – temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Six.	AA) $1.50 AB) $2.00
090	26,400	EA.	Removal of temporary tab pavement mark-ings to be removed within two (2) weeks of re-establishment of permanent striping as directed by the district engineer or their designee for District Six.	AA) $1.50 AB) $.25

****90 Items total***

2014 - 2015 MICRO-SURFACING LIST
FINAL LIST

STREET	FROM	TO	LENGTH	WIDTH
BROOK CIR	NEW MEXICO AVE	NEVADA AVE	861	30
CROWN POINT CT.	CLOUDCROFT CIRCLE	CUL-DE-SAC	540	33
CLOUDCROFT CIRCLE	CHEYENNE DRIVE	CROWN POINT CT.	1,300	33
HADLEY AVE	N VALLEY DR.	SEVENTEENTH ST	3,105	49
LOMA VERDE LN	VISTA PRIMERA RD	CUL-DE-SAC	500	24
MOTEL BLVD.	PICACHO AVE.	TASHIRO ROAD	2,500	70
PASEO DE ONATE	PINNACLE VIEW DRIVE	VISTA PRIMERA ROAD	700	25
RALPH DR	MONTANA AVE	MISSOURI AVE	730	28
SACRAMENTO CT	POPLAR AVE	CUL-DE-SAC	375	30
SOLANO DRIVE	LOHMAN AVE.	FOSTER ROAD	4,200	48
CONCORD AVE	GLADYS DR	STULL DR	850	28
ELDER ST	NORTH END	MULBERRY AVE	320	33
HANSEN AVE	TOPLEY AVE	SPITZ ST	2,400	33
KANSAS AVE	S SOLANO DR	OLIVE ST	1,200	33
N ESPINA ST	E LAS CRUCES ST	N VIRGINIA ST	1,400	36
PORTER DR	CORTEZ DR	REYNOLDS DR	420	32
SUNRISE POINT RD	MISSION RD	BRIGHT STAR AVE	1,800	33
LOHMAN AVE.	140 FEET EAST OF TELSHOR	575' EAST OF NACHO DR.	900	80
TELSHOR BLVD	FOOTHILLS DR	UNIVERSITY AVE.	8,900	70
CALLE DEL RANCHER	REYNOLDS DRIVE	CORTEZ DRIVE	28	975

2014 - 2015 MICRO-SURFACING LIST
FINAL LIST

STREET	FROM	TO	LENGTH	WIDTH
AVENIDA DEL SOL	REYNOLDS DRIVE	CORTEZ DRIVE	27	1,160
WILT AVE.	REYNOLDS DRIVE	CORTEZ DRIVE	23	1,335
WILT AVE.	REYNOLDS DRIVE	BATAAN MEM. EAST	24	268
INSPIRATION LANE	REYNOLDS DRIVE	CORTEZ DRIVE	30	1,520
CHURCHILL AVE.	REYNOLDS DRIVE	CORTEZ DRIVE	25	1,695
LILLA ROAD	REYNOLDS DRIVE	CORTEZ DRIVE	29	1,875
WILD BILL LANE	REYNOLDS DRIVE	AZTEC DRIVE	27	1,820
ROSSMAN AVE.	REYNOLDS DRIVE	COLUMBUS DRIVE	24	890
COLUMBUS DRIVE	WILT AVE.	DUNN DRIVE	26	2,880
AZTEC DRIVE	HACIENDA AVE.	DUNN DRIVE	25	650
REDLAND DRIVE	CORTEZ DRIVE	GROOMS ROAD	30	640