State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
3 Vendors

Price Agreement Number: 90-000-18-00005
Price Agreement Amendment No.: One
Term: November 20, 2018 – November 19, 2020

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Raelynn Lujan
Telephone No.: (505) 827-0484
Email: raelynn.lujan@state.nm.us

Invoice:
As Requested

Title: Striping for Airport Pavements

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 20, 2019 to November 19, 2020 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately.

Correcting Vendor Information:
(AB) 0000046200 J&R Striping Inc.
To:
(AB) 0000042788 J.R. Striping Inc.

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

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 9/4/2019

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
3 Vendors – See Page 6

Telephone No. ____

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: 90-000-18-00005
Payment Terms: Net 30
F.O.B.: Destination
Delivery: See page 6

Procurement Specialist: Raelynn Lujan
Telephone No.: (505) 827-0484
Email: Raelynn.lujan@state.nm.us

Title: Striping of Airport Pavements

Term: November 20, 2018 thru November 19, 2019

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

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 11/13/2018

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
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 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

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

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

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

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

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

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

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law 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 as 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 the New Mexico State Purchasing Agent, his/her designee 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.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the 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 following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the 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 or his/her designee must be notified.
Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker’s Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-18-00005

Awarded Vendors:

(AA) 0000011297
Highway Supply, LLC
6221 Chappell Rd NE
Albuquerque, NM 87113
(505)345-8295
sclark@highwaysupply.net

Delivery: As Per Bid Requirements

(AB) 0000042785
J&R Striping, Inc
PO Box 63
Anton Chico, NM 87711
(575) 427-4112
Jr_striping@live.com

Delivery: As Requested

(AC) 0000049822
San Bar Construction Corp
9101 Broadway Blvd. SE
Albuquerque, NM 87105
(505)452-8000
Chris@sanbarcc.com

Delivery: 9101 Broadway Blvd. Se Abq, NM 87105
Specifications:

To establish a Statewide Price Agreement for the Striping of Airport Pavements throughout the State of New Mexico.

Term of Agreement
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of one (1) additional year by mutual agreement of all parties and the approval of the State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed two (2) years.

Escalation/Reduction Clause
In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis, and approved by the State Purchasing Division. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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 reason for increase.

Federal funding may be utilized for this price agreement. The following Federal Provisions are an integral part and incorporated by reference in this price agreement:
The Federal contracting provisions are available from the following website: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

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As federal funds are anticipated to be used for purchases under this agreement, the provision of NMSA 13-1-21 on Resident Contractor preference do not apply per section. The Resident Contractor preference of NMSA 13-4-2 does not apply per section 13-4-3.

Description:
The specifications below are in accordance with FAA Specification Item P-620 Runway and Taxiway Marking. This item consists of the preparation and painting of airport pavements including numbers, markings, surface painted hold signs, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Ordering Agency. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification. This item also includes compliance with the approved Construction Safety and Phasing Plan provided by the Contractor.
TEMPORARY MARKINGS INCLUDING LAYOUT: Temporary markings, if required, will be shown on the plans and applied at 30 to 50 percent of the specified application rates.

MOBILIZATION: The Contractor must be capable of performing work at specific and various locations around the State. It is the responsibility of the Contractor to look up the location of the airport being requested for services. For the purposes of this item, the Contractor must designate a New Mexico base station ______________. For the terms of this agreement, the contractor shall furnish the State with mileage for every move of thirty (30) or more miles. In cases where the contractor moves for their convenience, they will not be paid for the mileage upon returning to their previous work site or to a location within thirty (30) miles of their previous work site.

OBLITERATION/ERADICATION OF MARKINGS: Removal will be in accordance with the striping plan submitted by the State and approved by the Federal Aviation Administration. Removal can be achieved by water blasting or by other methods as required to remove all contaminants without damage the pavement surface.

AIRPORT GLASS SPHERES: The glass spheres are independent of airport location.

Materials Acceptance:
The Contractor shall include manufacturer’s certified test reports with materials shipped to the project site. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Ordering Agency may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Ordering Agency upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or totes for inspection by the Ordering Agency. Material shall not be loaded into the equipment until inspected by the Ordering Agency.

Paint:
Paint shall be determined by the Ordering Agency and shall be waterborne or solvent-based in accordance with the requirements in these specifications. Paint shall be furnished in the following colors in accordance with Federal Standard: No. 595. http://federalstandardcolor.com/

White - 37925
Red - 31136
Yellow - 33538 or 33655
Black - 37038
Pink - 1 part Red - 31136 to 2 parts White - 37925
Green - 34108

Waterborne or solvent base black paint should be used to outline a border at least 6 inches wide around markings on all light colored pavements.

Waterborne:
Waterborne Paint shall meet the requirements of the following Federal Specification for TT-P-1952E Type I, Type II, or Type III. https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC-150-5370-10G-updated-201605.pdf
The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm⁻¹ with intensities equal to those produced by an acrylic resin known to be 100% cross linking.

Solvent-Based:
Reflective Media:
Glass beads shall meet the following Federal specification:
Federal specification, TT-B-1325D, Type I, Gradation A
Federal specification, TT-B-1325 D, Type III

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Construction Methods

Weather Limitations:
The painting shall be performed only when the surface is dry and when the ambient air and surface temperature is at least 45 °F (7 °C) and rising and the pavement surface temperature is at least 5 °F (2.7 °C) above the dew point or meets the manufacturer’s recommendations. Painting operations shall be discontinued by the Contractor when the temperature exceeds the paint manufacturer’s recommendations. Markings shall not be applied when the pavement temperature is greater than 130 °F (55 °C). Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud material guns.

Equipment:
Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

The Contractor shall supply, install, maintain and remove traffic control devices which shall remain the property of the Contractor. These devices include runway closure X’s and low profile barricades in accordance with the safety plan.

Preparation of Surface:
Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by water blasting when requested by the Ordering Agency or by other methods as required to remove all contaminants without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Ordering Agency after the cleaning operations, sweeping, blowing or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.

At least 24 hours prior to remarking existing markings, the existing markings must be removed such that 75% to 90% of the existing markings are removed with low (3,500-10,000 psi) water blaster. After water blasting, the surface shall be cleaned of all residue or debris associated with the water blasting and/or eradication by either sweeping or blowing with compressed air or both.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-18-00005  

**Layout of Markings:**  
The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. The plans will be provided to the Contractor by the Ordering Agency a layout reference will be established in the field by the Ordering Agency or their designee prior to any work commencing. If specified by the Ordering Agency, the following markings shall receive glass beads immediately following the final paint application (glass beads will not be applied to black paint):  
1. All holding position markings used on runways, taxiways, and holding bays and used to indicate instrument landing system/microwave landing systems (ILS/MLS) or precision obstacle-free zone (POFZ) critical areas.  
2. Runway threshold marking  
3. Runway threshold bar  
4. Runway aiming point marking  
5. Runway designation marking  
6. Runway touchdown zone markings  
7. Runway centerline marking  
8. All taxiway centerline markings and enhanced taxiway centerline markings  
9. Geographical position marking  
10. Surface painted signs for holding position signs, taxiway direction signs, taxiway location signs, gate destination signs and apron entrance point signs  
11. Runway side stripes  
12. Taxiway edge markings  
13. Non-movement area boundary markings  
14. Runway displaced threshold markings  
15. Runway demarcation bar  

**Application:**  
Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Ordering Agency. The edges of the markings shall not vary from a straight line more than 1/2 in (12 mm) in 50 ft (15 m) and marking dimensions and spacing’s shall be within the following tolerances:  

<table>
<thead>
<tr>
<th>Dimension and Spacing</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 in (910 mm) or less</td>
<td>±1/2 in (12 mm)</td>
</tr>
<tr>
<td>greater than 36 in to 6 ft (910 mm to 1.85 m)</td>
<td>± 1 in (25 mm)</td>
</tr>
<tr>
<td>greater than 6 ft to 60 ft (1.85 m to 18.3 m)</td>
<td>± 2 in (51 mm)</td>
</tr>
<tr>
<td>greater than 60 ft (18.3 m)</td>
<td>± 3 in (76 mm)</td>
</tr>
</tbody>
</table>

The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period as determined by manufactures recommendations shall elapse between placement of a bituminous surface course or seal coat and application of the paint.  

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been visited and prepared in accordance with the paint manufacturer’s requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the Ordering Agency prior to the initial application of markings.  

**TEST STRIP:**  
Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Ordering Agency. The test strip shall include the application of a minimum of 5 gallons (4 liters) of paint and application of 35 lbs (15.9 kg) of Type I/50 lbs (22.7 kg) of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons (19 liters) of waterborne paint shall cover no more than 575 square feet (53.4 m²).
### Table 1 Application Rates For Paint And Glass Beads

<table>
<thead>
<tr>
<th>Paint Type</th>
<th>Paint Square feet per gallon, ft&lt;sup&gt;2&lt;/sup&gt;/gal (Sq m per liter, m&lt;sup&gt;2&lt;/sup&gt;/l)</th>
<th>Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Kg per liter of paint-kg/l)</th>
<th>Glass Beads, Type III Pounds per gallon paint-lb/gal (Kg per liter of paint-kg/l)</th>
<th>Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Kg per liter of paint-kg/l)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waterborne Type I or II</td>
<td>115 ft&lt;sup&gt;2&lt;/sup&gt;/gal max (2.8 m&lt;sup&gt;2&lt;/sup&gt;/l)</td>
<td>7 lb/gal min (0.85 kg/l)</td>
<td>10 lb/gal min (1.2 kg/l)</td>
<td>--</td>
</tr>
<tr>
<td>Waterborne Type III</td>
<td>90 ft&lt;sup&gt;2&lt;/sup&gt;/gal max (2.2 m&lt;sup&gt;2&lt;/sup&gt;/l)</td>
<td>--</td>
<td>10 lb/gal min (1.2 kg/l)</td>
<td>--</td>
</tr>
<tr>
<td>Waterborne Type III</td>
<td>55 ft&lt;sup&gt;2&lt;/sup&gt;/gal max (1.4 m&lt;sup&gt;2&lt;/sup&gt;/l)</td>
<td>--</td>
<td>8 lb/gal min (1.0 kg/l)</td>
<td>--</td>
</tr>
<tr>
<td>Solvent Base</td>
<td>115 ft&lt;sup&gt;2&lt;/sup&gt;/gal max (2.8 m&lt;sup&gt;2&lt;/sup&gt;/l)</td>
<td>7 lb/gal min (0.85 kg/l)</td>
<td>10 lb/gal min (1.2 kg/l)</td>
<td>--</td>
</tr>
<tr>
<td>Solvent Base</td>
<td>55 ft&lt;sup&gt;2&lt;/sup&gt;/gal max (2.2 m&lt;sup&gt;2&lt;/sup&gt;/l)</td>
<td>--</td>
<td>--</td>
<td>8 lb/gal min (1.0 kg/l)</td>
</tr>
</tbody>
</table>

Note: The glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads. Type III beads shall not be applied to Red or Pink paint.

When applying waterborne or solvent based paint to Porous Friction Course, the paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine from two directions at 50% with no glass beads in the first direction, and 100% with glass beads or sand in the other direction.

Temporary markings, if required before paving operations are complete or on previously unmarked asphalt or seal coat, will be shown on the plans and applied at 30 to 50 percent of the specified application rates (for example, rate/0.50). No glass beads are required for temporary markings. TT-P-1952E, Type II or A-A-2886B, Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.

Glass beads shall be distributed upon the marked areas at the locations shown on the Construction Safety and Phasing Plan to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are completed. Different types of beads shall not be mixed. Regular monitoring of glass bead embedment shall be performed by the Contractor.

All emptied containers shall be returned to the paint storage area to be checked by the Ordering Agency. The containers shall not be removed from the airport or destroyed until authorized by the Ordering Agency.

**Protection and Cleanup:**

After application of the markings, it is the responsibility of the Contractor that all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or un-adhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the State. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.
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Testing Requirements:
ASTM C371 Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92 Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D1652 Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074 Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240 Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585 Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Material Requirements:
ASTM D476 Standard Classification for Dry Pigmentary Titanium Dioxide Products
40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
FED SPEC TT-B-1325D
Beads (Glass Spheres) Retro-Reflective
American Association of State Highway and Transportation Officials (AASHTO) M247
Standard Specification for Glass Beads Used in Pavement Markings
FED SPEC TT-P-1952E
Paint, Traffic and Airfield Marking, Waterborne
Commercial Item Description A-A-2886B
Paint, Traffic, Solvent Based
FED STD 595 Colors used in Government Procurement
AC 150/5340-1 Standards for Airport Markings

Basis of Payment:

The amounts bid in this price agreement are to be considered “all inclusive”. The costs of materials, preparation for all labor, equipment, tools, incidentals and any other work necessary to comply with the specifications of each bid item, are to be factored into the bid price submitted for each item.

OBLITERATION/ERADICATION OF MARKINGS – Removal will be in accordance with the striping plan submitted by the State and approved by the Federal Aviation Administration. Removal can be achieved by water blasting or by other methods as required to remove all contaminants without damage the pavement surface.

AIRPORT GLASS SPHERES: The glass spheres are independent of airport location.

Removal will be in accordance with the Construction Safety and Phasing Plan.
Airport Marking including layout (Type I and II Paint) - per square foot
Airport Marking including layout (Type III Paint) - per square foot
Temporary Marking including layout – per square foot
Surface Painted Hold Sign marking including layout – per square foot
Mobilization for obliteration/eradication of markings – per mile
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-18-00005

Mobilization for airport marking – per mile  
Obliteration/Eradication of Markings – per square yard  
Type I Gradation A glass spheres – per pound  
Type III Airport glass spheres – per pound  
Type IV Airport glass spheres – per pound  
Traffic Control Runway Closed X’s – per each  
Traffic Control Low Profile Barricades – per each

The contractor agrees to furnish all labor, tools, materials, equipment and parts to complete the work in this Price Agreement acceptable to the Ordering Agency. Contractor is to leave the entire area clean and free of all debris at the end of each work day and end of the price agreement.

The Contractor and the Ordering Agency agree that the cost fees in this Price Agreement are to replace existing markings and/or apply new markings. The surface layout plans, based on the layout reference established in the field will be submitted to the Contractor by the Ordering Agency or their designee.

CONTRACTOR LICENSE:
No person shall act as a contractor without a license issued by the Construction Industries Division classified to cover the work to be undertaken. Ref: 60-13-12, NMSA 1978 Contractor License Number. No bid on a Price Agreement shall be submitted unless that contractor has a valid GF-1 or GF-98 license issued by the Construction Industries Division to be submitted with the vendor’s bid. If bidder fails to provide a copy of License with the bid, the vendor will be deemed non-responsive or non-responsible.”

CONTRACTOR AND SUBCONTRACTOR INFORMATION

REGISTRATION WITH THE LABOR ENFORCEMENT FUND (NMSA 13-4-13.1)
The bidder certifies that all contractors listed in the bid or who may become subcontracted under the price agreement resulting from this bid proposal in the amount of $60,000 or more, including the bidder, hold valid registration with the New Mexico Department of Workforce Solutions (Labor Enforcement Fund Public Works Contractor “Registered Contractor”) https://www.dws.state.nm.us/Home, as is required to bid on contracts subject to the Public Works Minimum Wage Act. Further, the bidder certifies that all registrations will remain valid or as amended in any Addendum to these documents.

Bidder must provide Registration information by filling out the table below and submitting it with original bid.

Contractor and Subcontractor Listing with Contractor Registration Information:

<table>
<thead>
<tr>
<th>Contractor or Subcontractor Name</th>
<th>Contractor Registration Number</th>
<th>Expiration Date</th>
<th>Estimated Sub-Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SUB-CONTRACTOR LISTING
The provisions of the New Mexico Subcontractor’s Fair Practice Act (NMSA 13-4-31 et. seq) apply to this price agreement. List all sub-contractors with a contract value of over $5,000

<table>
<thead>
<tr>
<th>Work Category</th>
<th>Sub-Contractor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PERFORMANCE AND MATERIALS BONDS: Pursuant to NMSA 1978, 13-4-18, prior to the issuance of a contract order, the awarded contractor(s) must provide a performance bond and a payment and materials bond equal to one hundred percent (100%) of the total contract order amount. Said bonds must be provided to the State within ten (10) calendar days after notification by the Engineer or Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded contractor(s).

The Performance/Payment Bond are to secure the State for losses and damages sustained by reason of default by the contractor. The materials bond is to guarantee availability of equipment and acceptance of product.

PAYMENT PROVISIONS:
Within fifteen (15) days after the date the Ordering Agency receives an invoice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Ordering Agency shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Ordering Agency finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Ordering Agency that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of one and one half percent (1-1/2%) per month. Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Ordering Agency or authorized representative of the Ordering Agency.

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 Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

HOLD HARMLESS CLAUSE:
Contractor shall indemnify and hold harmless the State, local public body, their Officers and Employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, 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 agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions and limitations of the Tort Claims Act (41-4-1, et seq., N.M.S.A. 1978 comp) and Section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

WAGES
Prior to the issuance of work or a task order in excess of $60,000.00 the State or their designee must obtain a wage decision from the New Mexico Department of Workforce solutions specific to that work or task order. Wage decision may be obtained at the following link:
http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks
Additionally, as federal funds are involved, compliance with the Davis-Bacon federal wage rate is required.

The contractor shall pay the highest of the state or federal wage rates and benefits.
If a Contractor or sub-contractor is willfully paying his laborers, mechanics, and operators less than the rates required by the price agreement for the work the laborers, mechanics, and operators are performing the Contractor or sub-contractor may lose his right to proceed with the work.

INSURANCE:
The Contractor shall procure and maintain at the Contractor’s expense insurance of the kinds and in the amounts herein provided prior to start of work. This insurance shall be obtained from insurance companies authorized to do business in New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor’s agents or employees or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors.

Public liability and automobile liability insurance:
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)

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.

In the event that a form of work next to an existing building or structure 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:

1. The collapse of or structural injury to buildings or structure due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of buildings or structures or removal or rebuilding of structural supports thereof.

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 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)

Worker’s Compensation Insurance. The Contractor’s shall also carry Worker’s Compensation Insurance or otherwise fully comply with the provision of the New Mexico Worker’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.
Certificate of insurance/State of New Mexico as additional insured. The Contractor being awarded the 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 State of New Mexico named as an additional insured on the comprehensive general liability form or commercial general liability form furnished by the Price Agreement. 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 State thirty (30) days written notice. Also, a certificate of insurance shall be furnished to the State on renewal of a policy or policies as necessary during the terms of the price agreement. The State shall not issue a notice to proceed until such time as the above requirements have been met.

Umbrella coverage: The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual Contractor. The State of New Mexico will recognize following form excess coverage (umbrella) as meeting the requirements should such insurance otherwise meet all requirements of such subsections.

Other required insurance: The Contractor shall procure & maintain, when required by the State, form and types of bailer 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 State against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents or subcontractors.

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

STATE COMPENSATION
The prices bid herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices in this price agreement include an amount sufficient to cover such costs.

Price shall not include State gross receipts or local tax. Tax shall be added to the invoice at current rates as a separate item to be paid by users.

METHOD OF AWARD
This bid may be awarded to multiple vendors. If the Contractor product of workmanship does not conform or operate satisfactorily in accordance with the Specifications, the SPD reserves the right to remove the Contractor from the Price Agreement.
<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price (AA)</th>
<th>Unit Price (AB)</th>
<th>Unit Price (AC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>MI</td>
<td>Mobilization for obliteration/eradication of pavement markings</td>
<td>$7.00</td>
<td>$5.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>MI</td>
<td>Mobilization for airport marking</td>
<td>$10.00</td>
<td>$5.00</td>
<td>$7.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Sq. Ft.</td>
<td>Airport marking (Type I and Type II Paint), including layout to 20,999 square feet</td>
<td>$0.578</td>
<td>$0.70</td>
<td>$0.69</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Sq. Ft.</td>
<td>Airport marking (Type I and Type II Paint), including layout 21,000 square feet to 35,999 square feet</td>
<td>$0.545</td>
<td>$0.70</td>
<td>$0.59</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Sq. Ft.</td>
<td>Airport marking (Type I and Type II Paint), including layout 36,000 square feet or greater</td>
<td>$0.513</td>
<td>$0.65</td>
<td>$0.49</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Sq. Ft.</td>
<td>Airport marking (Type III Paint), including layout to 20,999 square feet</td>
<td>$0.657</td>
<td>$0.65</td>
<td>$0.55</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Sq. Ft.</td>
<td>Airport marking (Type III Paint), including layout 21,000 square feet to 35,999 square feet</td>
<td>$0.631</td>
<td>$0.65</td>
<td>$0.55</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Sq. Ft.</td>
<td>Airport marking (Type III Paint), including layout 36,000 square feet or greater</td>
<td>$0.607</td>
<td>$0.60</td>
<td>$0.45</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Sq. Ft.</td>
<td>Temporary Airport Marking, including layout applied at 30% to 50% of specified application rate</td>
<td>$0.35</td>
<td>$0.55</td>
<td>$0.49</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Sq. Ft.</td>
<td>Surface Painted Hold Signs Airfield Markings, including layout</td>
<td>$3.25</td>
<td>$3.00</td>
<td>$1.15</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Lbs.</td>
<td>Type I gradation A glass spheres, independent of specific airport location</td>
<td>$4.55</td>
<td>$1.10</td>
<td>$0.98</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>Lbs.</td>
<td>Type III - airport glass spheres, minimum, independent of airport location</td>
<td>$3.95</td>
<td>$2.50</td>
<td>$4.00</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>Lbs.</td>
<td>Type IV - airport glass spheres, minimum, independent of airport location</td>
<td>$1.10</td>
<td>$1.50</td>
<td>$1.75</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Sq. Ft.</td>
<td>Obliteration/eradication of pavement markings</td>
<td>$1.65</td>
<td>$2.50</td>
<td>$2.00</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>Ea</td>
<td>Traffic Control Runway Closed X’s</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>Ea</td>
<td>Traffic Control Low Profile Barricades</td>
<td>$100.00</td>
<td>$250.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

***16 Items Awarded***