Awarded Vendor
0000045183
IPR, LTD.
3740 Hawkins
Albuquerque, NM 87109
(505) 292-3331
mikiedaniels7@aol.com

Price Agreement Number: 90-000-19-00072
Payment Terms: Net 30
F.O.B.: Destination
Delivery: Albuquerque

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

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

Invoice:
As Requested

Title: Slurry Seal (Airports Only)

Term: September 6, 2019 thru September 5, 2020

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

Accepted for the State of New Mexico

Valerie Jareen
Mark Hayden, New Mexico State Purchasing Agent

Date: 9/6/2019

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.

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).

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 public 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 page1. 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.
Specifications:
Emulsified Asphalt Slurry Seal Surface Treatment

To establish a Statewide Price Agreement for the application of emulsified asphalt slurry seal surface treatments at AIRPORTS ONLY for use by state agencies and local public entities 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 approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed two (2) years.

Escalation Clause:
In the event of a product cost increase an escalation request will be reviewed by the Department. Please be aware this measure is not intended to allow increases in profit margin, only to compensate for an actual cost increase. Price decrease as well as increases shall apply. If vendor’s prices are reduced for any reason, DOT shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by DOT. To facilitate prompt consideration, all requests for price increase must include all information below:
   a.) Price Agreement number
   b.) Price agreement item number affected
   c.) Current item price
   d.) Proposed new price
   e.) Percentage of increase; and
       Mill/supplier notification of price increase indicating percentage of increase.

Federal Funds may be utilized for this Price Agreement at the discretion of the Department (see attachments).

Tax Notes:
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.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the 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 quoted in this contract include an amount sufficient to cover such costs.

Public Works and Minimum Wage Act:
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 New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.
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.

This is a federal participation Price Agreement. You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or sub-contractor is willfully paying his laborers, mechanics, and operators less the rate required by the contract for the work the laborer, mechanics, and operators are performing, the Contractor or sub-contractor may lose his right to proceed with the work.
Attention of the bidder is particularly 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.

- Buy American Preference - Title 49 U.S.C., Chapter 501 (Program Guidance Letter 10-02)
  - Equipment Meeting Buy American Requirements
- Civil Rights Act of 1964, Title VI Contractor Contractual Requirements - 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123
- Lobbying and Influencing Federal Employees - 49 CFR Part 20
- Disadvantaged Business Enterprise - 49 CFR Part 26
- Rights to Inventions - 49 CFR Part 18.36
- Trade Restriction Clause - 49 CFR Part 30
- Veteran's Preference - Title 49 U.S.C 47112
- Advisory circular 150-5370-2E – Operational Safety on Airports During Construction

**Additional Provisions for Construction Contracts Exceeding $2,000**
- Davis Bacon Labor Provisions - 29 CFR Part 5

**Additional Provisions for Construction Contracts Exceeding $10,000**
- Equal Opportunity Clause - 41 CFR Part 60-1.4
- Certification of Non-Segregated Facilities - 41 CFR Part 60-1.8
- Notice of Requirement for Affirmative Action - 41 CFR Part 60-4.2

**Additional Provisions for Construction Contracts Exceeding $25,000**
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - 49 CFR Part 29

**Additional Provisions for Construction Contracts Exceeding $100,000**
- Clean Air and Water Pollution Control - 49 CFR Part 18.36(i)(12)

**Method of Award:**
This price agreement is established as a source and convenience of the Department and local public entities for use on airports. It is the responsibility of the user or the user agency to utilize this contract to the best interests of the state of New Mexico. **Multiple awards will be made to serve the best interest of the user agency(ies).** All cost is inclusive.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00072

Vendor is requested to indicate Federal Tax Id Number, NM Gross Receipts Number or Social Security Number

Description:
Emulsified Asphalt Slurry Seal Surface Treatment shall consist of a mixture of emulsified asphalt, mineral aggregate, and water properly proportioned, mixed, and spread on an asphalt prepared underlying course or existing wearing course in accordance with the specifications written in the Bid and shall conform to the dimensions shown on the plans or as directed by the Engineer.

Materials:

AGGREGATE. The aggregate shall consist of sound and durable manufactured sand, slag, crusher fines, crushed stone, or a combination thereof. The aggregate shall be clean and free from vegetable matter, dirt, and other deleterious substances. The aggregate shall have a sand equivalent of not less than 45 percent when tested in accordance with ASTM D 2419. The aggregate shall show a loss of not more than 35 percent when tested in accordance with ASTM C 131. The sodium sulfate soundness loss shall not exceed 12 percent, or the magnesium soundness loss shall not exceed 20 percent after 5 cycles when tested in accordance with ASTM C 88. Aggregate shall be 100 percent crushed.

The combined aggregate shall conform to the gradation shown in Table 1 when tested in accordance with ASTM C 136 and ASTM C 117.

<table>
<thead>
<tr>
<th>TABLE 1. GRADATION OF AGGREGATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Size</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>3/8 in. (9.5 mm)</td>
</tr>
<tr>
<td>No. 4 (4.75 mm)</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
</tr>
<tr>
<td>No. 30 (600 micro m)</td>
</tr>
<tr>
<td>No. 50 (300 micro m)</td>
</tr>
<tr>
<td>No. 100 (150 micro m)</td>
</tr>
<tr>
<td>No. 200 (75 micro m)</td>
</tr>
</tbody>
</table>

Residual asphalt content percent dry weight of aggregate
10% - 16% 7.5% - 13.5% 6.5% - 12% 9% - 13.5%

The job mix formula (mix design) shall be run using aggregate within the gradation band for the desired type shown in Table 1. Once the mix design has been submitted and approved by the State, the aggregate used on the project shall not vary by more than the tolerances shown in Table 2. At no time shall the aggregate used go out of the gradation bands in Table 1.

The aggregate will be accepted at the job location or stockpile. The stockpile will be accepted based on five gradation tests samples in accordance with ASTM D 75. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of tolerance, the Contractor will be given the choice either to remove the material or blend other aggregates with the stockpile material to bring it into specification. Materials used in blending shall meet the quality tests before blending and shall be blended in a manner to produce a consistent gradation. This blending may require a new mix design.
Screening shall be required at the project stockpile site if there are any problems created by having oversize materials in the mix.
Precautions shall be taken to prevent segregation of the aggregate in storing and handling. The stockpile shall be kept in areas that drain readily.

**a. Aggregate Tolerance.** Once the mix design has been accepted, the aggregate gradation used on the project may vary from the aggregate gradation used in the mix design on each sieve by the percentages shown in Table 2. If the project aggregate fails to remain within this tolerance, a new mix design will be required by the State at the expense of the Contractor.

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Tolerance, percent by weight passing sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8 in. (9.5 mm)</td>
<td>+ or - 0%</td>
</tr>
<tr>
<td>No. 4 (4.75 mm)</td>
<td>+ or - 2%</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>+ or - 5%</td>
</tr>
<tr>
<td>No. 16 (1.18 mm)</td>
<td>+ or - 5%</td>
</tr>
<tr>
<td>No. 30 (600 micro m)</td>
<td>+ or - 5%</td>
</tr>
<tr>
<td>No. 50 (300 micro m)</td>
<td>+ or - 4%</td>
</tr>
<tr>
<td>No. 100 (150 micro m)</td>
<td>+ or - 3%</td>
</tr>
<tr>
<td>No. 200 (75 micro m)</td>
<td>+ or - 2%</td>
</tr>
<tr>
<td>Residual Asphalt, percent dry weight of aggregate</td>
<td>+ or - 1%</td>
</tr>
</tbody>
</table>

**MINERAL FILLER.** If mineral filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D 242 and shall be used in the amounts required by the mix design. The mineral filler shall be considered as part of the aggregate.

**EMULSIFIED ASPHALT.** The emulsified asphalt shall conform to the requirements of ASTM D 977 and/or 2397 and shall be SS, CSS, CQS, or QS type emulsions.

**WATER.** All water used in making the slurry shall be potable and free from harmful soluble salts and chemicals.

**COMPOSITION AND APPLICATION**

**COMPOSITION.** The slurry seal shall consist of a mixture of emulsified asphalt, mineral aggregate, and water.

**JOB MIX FORMULA.** No slurry seal for payment shall be placed until a mix design has been approved by the State. The mix design shall be developed by a laboratory with experience in designing slurry seal mixes and a signed copy shall be submitted in writing by the Contractor to the State at least 10 days prior to the start of operations.

The laboratory report (mix design) shall indicate the proportions of aggregates, mineral filler (min. and max.), water (min. and max.) and asphalt emulsion based on the dry aggregate weight. It shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effects). The mix design shall be in effect until modified in writing by the State. Should a change in sources of materials be made, a new mix design shall be established before the new material is used.

The Contractor shall submit to the State for approval a complete mix design on the materials proposed for use, prepared and certified by an approved laboratory. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate and grade of emulsified asphalt that the Contractor will provide on the project. At a minimum the required tests and values needed are as follows:
APPLICATION RATE. Unless otherwise specified, the slurry seal shall be applied to at the application rates shown in Table 3 for that gradation of material used.

TABLE 3. APPLICATION RATES

<table>
<thead>
<tr>
<th></th>
<th>Type I</th>
<th>Type II</th>
<th>Type III</th>
<th>Type IA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pounds of mixture per square yard</td>
<td>8 - 12</td>
<td>12 - 20</td>
<td>18 - 30</td>
<td>10 - 16</td>
</tr>
<tr>
<td>Kilograms of mixture per square meter</td>
<td>4.3 - 6.5</td>
<td>6.5 - 10.9</td>
<td>9.8 - 16.3</td>
<td>5.4 - 8.6</td>
</tr>
</tbody>
</table>

The rate of application shall not vary more than ± 2 pounds per square yard (±1.1 kilograms per square meter).

TEST SECTIONS. Test sections shall be placed prior to the start of the slurry seal work in the presence of the Engineer. The test area will be designated by the Engineer and will be located on the existing pavement. Test strips shall be made by each machine after calibration. Samples of the slurry seal may be taken and the mix consistency verified by using ISSA TB-106 Slurry Seal Consistency test. In addition, the proportions of the individual materials may be verified by the Engineer by using the calibration information provided after machine calibration. If any test does not meet specification requirements, additional tests shall be made at the expense of the Contractor, until an acceptable test strip is placed.

CONSTRUCTION METHODS

WEATHER LIMITATIONS. The slurry seal shall not be applied if either the pavement or air temperature is below 50 °F (10 °C) and falling but may be applied when both pavement and air temperature are above 45 °F (7 °C) and rising. No slurry seal shall be applied when there is danger that the finished product will freeze before 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

EQUIPMENT AND TOOLS. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of this work.

a. Slurry Mixing Equipment. The machine shall be specifically designed and manufactured to lay slurry seal. The material shall be mixed by a self-propelled slurry seal mixing machine of either truck mounted or continuous run design. Either type machine shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, and water to a revolving mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for materials to maintain an adequate supply to the proportioning controls.

If continuous run equipment is used, the machine shall be equipped to allow the operator to have full control of the forward and reverse speed of the machine during application of the slurry seal, with a self-loading device, with opposite side driver stations, all part of original equipment manufacturer design.

The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing
chamber shall be capable of thoroughly blending all ingredients. No excessive mixing shall be permitted. The mixing machine shall be equipped with a fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed into the mixer.

The mixing machine shall be equipped with a water pressure system and fog-type spray bar adequate for complete fogging of the surface with an application of 0.05 to 0.10 gallon per square yard (0.23 to 0.45 liter per square meter) preceding the spreading equipment.

Sufficient machine storage capacity to mix properly and apply a minimum of 5 tons (4,500 kg) of the slurry shall be provided. Proportioning devices shall be calibrated prior to placing the slurry seal.

b. **Slurry Spreading Equipment.** The mixture shall be spread uniformly by means of a conventional surface spreading box attached to the mixer and equipped to agitate and spread the material evenly throughout the box. A front seal shall be provided to insure no loss of the mixture at the surface contact point. The rear seal shall act as the final strike-off and shall be adjustable. 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 spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry. A burlap drag or other approved screeed may be attached to the rear of the spreader box to provide a uniform mat.

c. **Auxiliary Equipment.** Other tools or equipment such as brushes, hand squeegees, hose equipment, tank trucks, water distributors and flushers, power blowers, barricades, etc., shall be provided as required by the contractor at no additional cost.

d. **Roller.** The roller, if required, shall be a self-propelled pneumatic-tired roller capable of exerting a contact pressure during rolling of 50 pounds per square inch (350,000 Newton's per square meter). It shall be equipped with a water spray system, to be used if the slurry is picking up on the tires during rolling. Associated costs for rolling will be negotiated separately with the Contractor. Rolling action undertaken by the Contractor without the State’s expressed permission will be at the Contractor’s own expense.

e. **Tack Coat and Distributor.** Normally a tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt and three parts water. The emulsified asphalt shall be the same as that used in the mix. Pressure distributors used for application of the diluted asphalt emulsion tack coat shall be self-propelled, equipped with pneumatic tires, and capable of uniformly applying 0.05 to 0.15 gallon per square yard (0.23 to 0.68 liter per square meter) of the diluted emulsion over the required width of application. Distributors shall be equipped with tachometers, pressure gages, and volume-measuring devices. The tack coat shall be applied at least 2 hours before the slurry seal but within the same day.

f. **Traffic Control.** 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 provided by the State.

**EQUIPMENT CALIBRATION.** Each slurry mixing unit to be used on the project shall be calibrated in the presence of the State prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by the State provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine’s metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

**PREPARATION OF EXISTING SURFACE.**

All surface prep shall be in accordance with FAA Specification P-101.
Prior to placing the tack coat and slurry seal coat, unsatisfactory areas shall be repaired and the surface shall be cleaned of dust, dirt, or other loose foreign matter, grease, oil, excessive rubber accumulation, or any type of objectionable surface film. Any standard cleaning method will be acceptable except that water flushing will not be permitted in areas where considerable cracks are present in the pavement surface.

Any painted stripes or markings on the surface of the runways or taxiways to be treated, shall be removed.

Cracks wider than 1/4 inch (6 mm) shall be cleaned with compressed air, and sealed with a compatible crack sealer prior to applying the slurry seal. Cracks wider than 3/4 inch (19 mm) should be pre-filled and sealed with the slurry mixture prior to surfacing. Cracks that show evidence of vegetation shall be cleaned and treated with an approved herbicide.

The contractor shall cover as necessary existing runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers before applying the task coat and slurry seal coat. If the tack coat or slurry seal coat gets on any light or marker it will be cleaned immediately. The Contractor shall replace any light, sign or marker with equal equipment at no cost to the State if cleaning is not satisfactory to the State.

APPLICATION OF SLURRY SEAL COAT. The surface shall be pre-wet by fogging ahead of the slurry spreader box. Water used in pre-wetting the surface shall be applied at such a rate that the entire surface is damp with no apparent flowing water in front of the slurry spreader box. The slurry mixture shall be of the desired consistency when deposited on the surface, and no additional elements shall be added. Total time of mixing shall not exceed 2 minutes. A sufficient amount of slurry shall be carried in all parts of the spreader box at all times so that complete coverage of all surface voids and cracks is obtained. The mix shall be taken not to overload the spreader box that shall be towed at a slow and uniform rate not to exceed 5 miles per hour (8 kilometers per hour). No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and fines from the coarse aggregate will be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement surface. A sufficient amount of slurry shall be fed into the box to keep a full supply against the full width of the spreader box. The mixture shall not be permitted to overflow the sides of the spreader box. No breaking of the emulsion will be allowed in the spreader box. The finished surface shall have no more than four (4) tear or drag marks greater than 1/2 inch (13 mm) wide and 4 inches (100 mm) long in any 12 foot by 22 foot (25 sq. meter) section. It shall have no tear or drag marks greater than 1 inch (25 mm) wide and 3 inches (15 mm) long.

The finished surface shall have no transverse ripples of 1/4 inch (6 mm) or more in depth, as measured with a 10-foot (3 meter) straight edge laid upon the surface.

Adjacent lanes shall be lapped at the edges a minimum of 2 inches (50 mm) with a maximum of 4 inches (100 mm) to provide complete sealing at the overlap. Construction longitudinal and transverse joints shall be neat and uniform without buildup, uncovered areas, or unsightly appearance. All joints shall have no more than 1/4 inch (6 mm) difference in elevation when measured across with a 10 foot (3 meter) straight edge.

Generally, where normal traffic will iron out the slurry and close any hairline cracks of dehydration, it is not necessary to roll a normal thickness, 1/4 inch (6 mm) or less, slurry seal. However, in some instances the somewhat lattice-like structure of the slurry should be densified by pneumatic-tire rolling to improve durability, such as areas subjected to severe braking or acceleration. Rolling of the slurry seal is at the option of the State and, if required, shall be designated in the plans.

If rolling is required by the State, the surface shall be subjected to a minimum of two full coverage passes by the roller. These rolling passes are to be done as soon as the slurry mixture will support the roller without damage. When the surface of the existing pavement is irregular or broken, it shall be repaired or brought to uniform grade and cross section by patching as directed in the project plans.

The fresh slurry seal application shall be protected by barricades and markers and permitted to dry for 4 to 24 hours,
depending on weather conditions. Any damage to uncured slurry shall be repaired at the expense of the Contractor.

In areas where the spreader box cannot be used, the slurry shall be applied by means of a hand squeegee. Upon completion of the work, the seal coat shall have no holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement. The finished surface shall present a uniform and skid resistant texture satisfactory to the State. All wasted and unused material and all debris shall be removed by the Contractor from the site prior to final acceptance.

Upon completion of the project, the Contractor shall sweep the finished surface with a conventional power rotary broom, to remove any potential loose material from the surface. The material removed by sweeping shall be disposed of in a manner satisfactory to the State.

**EMULSION MATERIAL (CONTRACTORS RESPONSIBILITY)**

Samples of the emulsion that the Contractor proposes to use, together with a statement as to its source, shall be submitted, and approval shall be obtained before using such material. The Contractor shall submit to the State a manufacturer's certified report for each consignment of the emulsion. The manufacturer's certified report shall not be interpreted as a basis for final acceptance. All such reports shall be subject to verification by testing samples of the emulsion as received for use on the project.

**Method of Measurement:**
The slurry seal surface will be measured by the square yard. This price will be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Crack sealing shall be measured by the linear foot of cracks sealed. This price will be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Paint and rubber removal shall be measured by the square foot. This price will be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

**Basis of Payment:**
The contractor agrees to furnish all labor, tools, material, equipment and parts to complete the work in this contract acceptable to the State. Contractor is to leave the entire areas clean and free of all debris at the end of each work day and the end of the contract.

**Contractor Note:**
No person shall act as a Contractor without a license issued by the construction industries division classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the Contractor has a valid GF-1 or GF-98 license issue by the Construction Industries Division at time of bid ref: 60-13-12, NMSA1978 Contractor license number: ________________________

**Hold Harmless Clause:**
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to 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 fail to perform its obligations and duties under the terms and conditions of this 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., NMSA1978 comp) and section 56-7-1 NMSA 1978 comp, and any amendment thereto. It is specifically agreed between the parties executing this agreement that 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) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

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

**INSURANCE REQUIREMENTS**
(A) Public liability and automobile insurance.

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

   Bodily injury liability: $1,000,000.00 each occurrence; $2,000,000.00 (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 included 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 contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.

   C. In the event that a form of work next to an existing building or structure is a required part of the contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:

   1. The collapse of or structural injury to buildings or 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 buildings or structures or removal or rebuilding of structural supports thereof.

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

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability 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: $1,000,000.00 each person; $2,000,000.00 each occurrence (annual aggregate).
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-19-00072

Property Damage Liability $2,000,000 each occurrence (annual aggregate)

(B) Workers compensation insurance: the Contractor shall also carry workers compensation insurance or otherwise fully comply with the provision of the New Mexico Workmen’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” bring the performance of said contract.

If the Contractor fails to comply with Worker’s Compensation Act and applicable rules when required to do, the contract may be cancelled effectively immediately.

(C) Certificate of insurance/department as additional insured. The Contractor being awarded the contract/price agreement shall furnish evidence of Contractor’s insurance coverage by a certificate of insurance. The certificate of insurance shall be submitted prior to award of the contract/price agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the comprehensive general liability form or commercial general liability form furnished by the Contractor pursuant to paragraph (A) 1 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 if 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 Department (30) days written notice. Also a certificate of insurance shall be furnished to the Department for renewal of a policy or policies as necessary during the terms of the contract. The Department shall not issue a notice to proceed until such time as the above requirements have been met.

(D) Umbrella coverage:  
The insurance limits cited in the above paragraph are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for individual Contractor. The Department will recognize the following form excess coverage (umbrella) as meeting the requirements of sub section (A) 1A of section, should such insurance otherwise meet all requirements of such subsections.

(E) Optimal insurance:  
The Contractor shall procure and maintain, when required by the Department, form and types of Bailee insurance such as, but not limited to builders risk insurance, Contractor’s equipment insurance, rigger’s liability property insurance, etc. in an amount necessary to protect the Department against claims, losses and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents or subcontractors

(F) Railroad Insurance:  
In the event that railroad property is affected by the subject contract, the Contractor, in addition to the above requirements, shall be required to furnish a railroad protective liability policy in the name of the railroad company involved. In addition, on those rails that are used by the national railroad passenger corporation (NPRC), the Contractor will also obtain a railroad protective liability policy in the name of NPRC. The limits of liability for the railroad protective liability policy (or policies) must be negotiated with the railroad company on a risk hazard basis. In no event will the limits exceed the following

Bodily injury liability, property damage liability: $2,000,000.00 each occurrence.

Liability and physical damage to property: $6,000,000.00 aggregate.
The limits of liability stated above apply to the coverage as set forth in the railroad protective endorsement form, subject to the terms, condition exclusions found in the form. The policy must afford coverage as provided in the standard railroad protective liability endorsement (AASHTO Form).

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

If a Contractor or sub-contractor is willfully paying his laborers, mechanics, and operators less than the rates required by the contract for the work the laborers, mechanics, and operators are performing the Contractor or sub-contractor may lose his right to proceed with the work.

PERFORMANCE & PAYMENT BOND:
Prior to issuance of a contract order, the successful Contractor(s) must provide a performance bond and payment and material bond equal to one hundred percent (100%) of the total contract order. Said bonds must be provided to the requesting office of the total contract order within ten calendar days after notification by the Department and are to be filed with the user agency’s purchasing office. Failure to comply shall result in being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Early termination of the price agreement by the Contractor will result in the Department seeking full compensation from the Contractor’s bond for the remaining dollar amount of uncompleted work (encumbered amount less amount of work satisfactorily completed and accepted in place).

TESTING REQUIREMENTS

<table>
<thead>
<tr>
<th>ASTM C 88</th>
<th>Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTM C 117</td>
<td>Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing</td>
</tr>
<tr>
<td>ASTM C 128</td>
<td>Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate</td>
</tr>
<tr>
<td>ASTM C 131</td>
<td>Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine</td>
</tr>
<tr>
<td>ASTM C 136</td>
<td>Sieve or Screen Analysis of Fine and Coarse Aggregates</td>
</tr>
<tr>
<td>ASTM D 75</td>
<td>Sampling Aggregates</td>
</tr>
<tr>
<td>ASTM D 2419</td>
<td>Sand Equivalent Value of Soils and Fine Aggregate</td>
</tr>
<tr>
<td>ISSA A 105</td>
<td>Recommended Performance Guidelines</td>
</tr>
<tr>
<td>ISSA TB-100</td>
<td>Wet Track Abrasion Loss</td>
</tr>
<tr>
<td>ISSA TB-106</td>
<td>Slurry Seal Consistency</td>
</tr>
<tr>
<td>ISSA TB 111</td>
<td>Outline Guide Design Procedure for Slurry Seal</td>
</tr>
<tr>
<td>ISSA TB-115</td>
<td>Determination of Slurry Seal Compatibility</td>
</tr>
</tbody>
</table>
MATERIAL REQUIREMENTS

ASTM D 242          Mineral Filler for Bituminous Paving Mixtures

ASTM D 977          Emulsified Asphalt

ASTM D 2397         Cationic Emulsified Asphalt

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS

***Reminder to Bidder, the attached Federal language addresses the Bid as a proposal. ***
<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Mile</td>
<td>Mobilization</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Traffic Control Runway Closed X's</td>
<td>$125.00</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>Traffic Control Low Profile Barricades</td>
<td>$50.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>LF</td>
<td>Crack Sealing</td>
<td>$1.60</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>LF</td>
<td>Surface preparation- Herbicide</td>
<td>$3.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Eradication/Obliteration of Pavement Markings</td>
<td>$3.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 1; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 1; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 1; 0 - 40,000 sq. yds.</td>
<td>$2.45</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 1; 40,000 plus sq. yds.</td>
<td>$2.35</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 1; 0 - 40,000 sq. yds.</td>
<td>$2.50</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 1; 40,000 plus sq. yds.</td>
<td>$2.40</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 1; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 1; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>Item</td>
<td>Approx. Qty.</td>
<td>Unit</td>
<td>Article and Description</td>
<td>Unit Price (I)</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-------</td>
<td>-----------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 2; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 2; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 2; 0 - 40,000 sq. yds.</td>
<td>$2.40</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 2; 40,000 plus sq. yds.</td>
<td>$2.35</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 2; 0 - 40,000 sq. yds.</td>
<td>$2.50</td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 2; 40,000 plus sq. yds.</td>
<td>$2.45</td>
</tr>
<tr>
<td>21</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 2; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>22</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 2; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>23</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 3; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>24</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 3; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>25</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 3; 0 - 40,000 sq. yds.</td>
<td>$2.30</td>
</tr>
<tr>
<td>26</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 3; 40,000 plus sq. yds.</td>
<td>$2.25</td>
</tr>
<tr>
<td>27</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 3; 0 - 40,000 sq. yds.</td>
<td>$2.40</td>
</tr>
<tr>
<td>Item</td>
<td>Approx. Qty.</td>
<td>Unit</td>
<td>Article and Description</td>
<td>Unit Price (1)</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>-------</td>
<td>----------------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>28</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 3; 40,000 plus sq. yds.</td>
<td>$2.35</td>
</tr>
<tr>
<td>29</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 3; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>30</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 3; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>31</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 4; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>32</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 4; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>33</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 4; 0 - 40,000 sq. yds.</td>
<td>$2.45</td>
</tr>
<tr>
<td>34</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 4; 40,000 plus sq. yds.</td>
<td>$2.35</td>
</tr>
<tr>
<td>35</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 4; 0 - 40,000 sq. yds.</td>
<td>$2.55</td>
</tr>
<tr>
<td>36</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 4; 40,000 plus sq. yds.</td>
<td>$2.50</td>
</tr>
<tr>
<td>37</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 4; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>38</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 4; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>39</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 5; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>40</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 5; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>Item</td>
<td>Approx. Qty.</td>
<td>Unit</td>
<td>Article and Description</td>
<td>Unit Price (1)</td>
</tr>
<tr>
<td>------</td>
<td>--------------</td>
<td>------</td>
<td>-------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>41</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 5; 0 - 40,000 sq. yds.</td>
<td>$2.45</td>
</tr>
<tr>
<td>42</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 5; 40,000 plus sq. yds.</td>
<td>$2.35</td>
</tr>
<tr>
<td>43</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 5; 0 - 40,000 sq. yds.</td>
<td>$2.55</td>
</tr>
<tr>
<td>44</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 5; 40,000 plus sq. yds.</td>
<td>$2.50</td>
</tr>
<tr>
<td>45</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 5; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>46</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 5; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>47</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 6; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
<tr>
<td>48</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type I District 6; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
<tr>
<td>49</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 6; 0 - 40,000 sq. yds.</td>
<td>$2.45</td>
</tr>
<tr>
<td>50</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type II District 6; 40,000 plus sq. yds.</td>
<td>$2.35</td>
</tr>
<tr>
<td>51</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 6; 0 - 40,000 sq. yds.</td>
<td>$2.55</td>
</tr>
<tr>
<td>52</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type III District 6; 40,000 plus sq. yds.</td>
<td>$2.50</td>
</tr>
<tr>
<td>53</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 6; 0 - 40,000 sq. yds.</td>
<td>$2.10</td>
</tr>
</tbody>
</table>
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-000-19-00072

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price (I)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>1</td>
<td>SQ. YD.</td>
<td>Slurry Seal Type IV District 6; 40,000 plus sq. yds.</td>
<td>$2.05</td>
</tr>
</tbody>
</table>

*** 54 Items Total ***