

**SANTA FE COUNTY
PRICE AGREEMENT
FOR ROAD STRIPING SERVICES**

THIS AGREEMENT is made and entered into this 13th day of August 2014 by and between **Santa Fe County**, a New Mexico political subdivision, (hereinafter referred to as “the County”) and **Highway Supply, LLC**, located at 6221 Chappell Road NE, Albuquerque, N.M. 87113, a corporation authorized to do business in the State of New Mexico, (hereinafter referred to as “**Contractor**”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. “Using Department or Department” shall mean a Department or elected official’s office of Santa Fe County.
- B. “Purchase Order” shall mean a fully executed Purchase Document issued by the Using Department that specifies the services to be provided by the Contractor under the terms and prices of this Price Agreement.
- C. “Price Agreement” means this indefinite quantity Price Agreement which requires the Contractor to provide road striping services to a Using Department which issues a Purchase Order.
- D. “Completion Date” means a date certain for completion of a road striping project by the Contractor as indicated by the Using Department in a Purchase Order.

2. SERVICES TO BE PROVIDED

- A. **Materials and Services on Exhibit A.** The Using Department may request Contractor’s services which are the subject of this Price Agreement. **The services ordered must be a service listed as a bid item on Exhibit A to this Agreement and all services must meet the Specifications for Materials and Application which is attached to Exhibit A.** All orders issued hereunder must bear the purchase order number and number of this Price Agreement #2015-0005-B-PW/PL.
- B. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the services listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied, by either the County or the Using Department that any order for any minimum, maximum or otherwise definite quantity will be issued under this Price Agreement. Quantities of service may vary depending on the season. When the Using Department requests services and a Purchase Order is issued, the Contractor is required to accept the order and furnish and complete the services as requested at the prices listed on Exhibit A, subject to any applicable percentage price reductions or liquidated damages.

- C. **Specifications.** The services and materials furnished hereunder shall conform to the requirements of the technical specifications and standards indicated in Exhibit A. Orders issued pursuant to this Price Agreement must show the applicable Price Agreement service, quantity and price. Any materials used in providing the services under this Price Agreement must meet or exceed the manufacturer's specifications.
- D. **Time for Completion; Liquidated Damages.** Time is of the essence for the purposes of this Price Agreement. In the event the Contractor fails to complete a road stripping project by the Completion Date indicated, and as may be amended, by the Using Department, the Contractor shall incur liquidated damages in the amount of One Hundred Dollars (\$100.00) per calendar day from the Completion Date until the date the Contractor completes the road stripping project.

3. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000.00) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within twenty one (21) days after County receives an undisputed request for payment, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within twenty one

(21) days after the County receives an undisputed request for payment, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. PAYMENT

All payments under this Price Agreement are subject to the following provisions:

A. Inspection. Inspection and acceptance of all materials and services ordered may be made prior to Contractor's commencement of services, during Contractor's performance, or at the completion of Contractor's performance of services. Materials or services rejected for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection and re-completed, or in the event of non-conforming materials and application, the Using Department may impose a percentage reduction in the price.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the materials and services meet specifications, and may accept the services if all components of the service meet specifications. No payment shall be made for any service until the completed service has been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the Contractor's completion of services, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the materials or services. The time period shall begin at the time Contractor notifies the Using Department that services are complete and Contractor has achieved substantial completion. Unless the Using Department gives notice of rejection within the specified time period, the materials and services will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.

D. Invoices. Depending on the number of working days scheduled for completion of a road striping project, the Contractor may submit invoices for payment no more frequently than weekly, monthly, or upon completion of services. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number; description of supplies of services; quantities; unit price; and extended totals. Separate invoices shall be rendered for each road striping project. Invoices must be submitted to the Using Department. All prices and charges by the Contractor shall be consistent with the prices indicated in Exhibit A.

E. Payment of Invoices. Upon written certification from the Using Department that completion of road striping services has been completed and accepted, payment shall be tendered to the Contractor within net twenty one (21) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

F. Taxes. For each invoice submitted to the Using Department, Contractor shall indicate applicable gross receipts taxes or local option taxes on the invoice and tax should be shown as a separate item to be paid. The payment of taxes for any money received under this Agreement shall be the Contractor's federal and State of New Mexico tax identification number(s). If the Using Department is exempt from payment of New Mexico gross receipts tax or local option taxes, the Using Department shall provide the Contractor with written evidence of such exemption.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate four (4) years later, unless earlier terminated pursuant to Section 7 (Termination) or Section 8 (Appropriations and Authorizations).

6. DEFAULT

A. The failure of the Contractor to perform and/or complete services as requested by the Using Department shall constitute a default under this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the Contractor's materials or services fails to meet the specifications or requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement if the Contractor's failure to perform or complete services are the result of causes beyond the control and without the fault or negligence of the Contractor, such causes include, but are not limited to, acts of God or public enemy, acts of the County 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 County shall determine that the materials or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the Contractor and subcontractor to meet the required schedule.

B. The County shall cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order.

7. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured

within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

8. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

9. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

10. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

11. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

12. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

13. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

16. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

18. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

20. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (*Establishing a Living Wage*).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree

that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

22. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

23. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

24. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

25. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Highway Supply, LLC
6221 Chappell Road NE
Albuquerque, New Mexico 87113

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

29. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure

and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

30. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
Santa Fe County Manager

8-7-14
Date

APPROVED AS TO FORM

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

8/5/14
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

8/6/14
Date

CONTRACTOR:

[Signature]
(Signature) Date

8/13/14

STEVE CLANC
(Print Name)

VP
(Print Title)

FEDERAL IDENTIFICATION NUMBER: 26-0096526



IFB #2015-0005-PW/PL

BID SHEET
Road Striping Services
IFB #2015-0005-PW/PL

Please offer your best price for all bid items (materials, labor and services) based on the unit price indicated below. **Include signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders.

Offeror's Organization Name: Highway Supply, LLC

| # | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | WRITTEN UNIT PRICE |
|---|--|--------------------|------------|--------------------|
| 1 | Placement of reflectorized high-durable acrylic traffic painted markings installed at <u>22 to 25</u> mils wet film thickness within Santa Fe County, <u>4"</u> stripe, white and yellow (M-TPCWBA CRHB ROHM & HASS HD-21 type II emulsion or DOW DT 400 NA emulsion). To include shadow vehicle with warning lights and arrow board. To include Mobilization required to complete work and all requisite traffic control. Labor and Material. | 1,234,000 LF | LF | # .086 |
| 2 | Placement of reflectorized high-durable acrylic traffic painted markings installed at <u>15 to 17</u> mils wet film thickness within Santa Fe County, <u>4"</u> stripe, white and yellow (M-TPCWBA CRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). To include shadow vehicle with warning lights and arrow board. To include Mobilization required to complete work and all requisite traffic control. Labor and Material. | 1,234,000 LF | LF | # .069 |

Highway Supply, LLC

IFB #2015-0005-PW/PL

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|---|---|--------------|------|----------|
| 3 | Placement of reflectorized high-durable acrylic traffic painted markings installed at <u>15 to 17 mils wet film thickness</u> within Santa Fe County, <u>4"</u> stripe, white and yellow (M-TPCWBAACRHB-BLEND blend of resins to include ROHM & Hass HD 21 type II emulsion or DOW DT 400 NA Emulsion). To include shadow vehicle with warning lights and arrow board. To include Mobilization required to complete work and all requisite traffic control. Labor and Material. | 1,234,000 LF | LF | \$.069 |
| 4 | Mobilization within Santa Fe County for emergency urgent striping work per direction of the Traffic Manager. | 1,500 MILES | MILE | \$ / .00 |
| 5 | Obliteration of existing long line pavement markings within Santa Fe County, <u>4"</u> stripe. | 5,000 LF | LF | \$.60 |
| 6 | Obliteration of existing pavement markings by the square foot within Santa Fe County. | 200 SF | SF | \$ 4.00 |
| 7 | Mobilization for obliteration of pavement markings within Santa Fe County. | 100 MILES | MILE | \$ 5.00 |
| 8 | Layout of passing/no-passing zones, unmarked roadways, and auxiliary lanes to include left and right lanes, and acceleration and deceleration lanes within Santa Fe County. This item will be measured by the linear foot of center line stripe, mobilization included. | 100,000 FT | FT | \$.03 |
| 9 | Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, <u>4"</u> stripe, white and yellow (M- | 250 SF | SF | \$ 4.00 |

Highway Supply, LLC

IFB #2015-0005-PW/PL

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|----|--|-----------|----|-------|
| | TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). (not limited to crosswalks, stop bars, legends, symbols, and curb painting) Quantity: 0 – 250 SQ FT. | | | |
| 10 | Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). (not limited to crosswalks, stop bars, legends, symbols, and curb painting) Quantity: 251 – 500 SQ FT. | 500 SF | SF | #3.00 |
| 11 | Placement of reflectorized high-durable acrylic traffic painted markings installed at 15 to 17 mils wet film thickness within Santa Fe County, 4" stripe, white and yellow (M-TPCWACRHB ROHM & HASS HD-21 type II emulsion or DOW DT NA emulsion). (not limited to crosswalks, stop bars, legends, symbols, and curb painting) Quantity: 501 SQ FT and over. | 1,000 SF | SF | #2.00 |
| 12 | Placement of reflectorized high-durable acrylic traffic painted markings installed at 22 to 25 mils wet film thickness within Santa Fe County, 6 IN stripe, white and yellow (M-TPCWACRHB ROHM & HAAS HD-21 type II emulsion or DOW DT 400 NA emulsion). To include shadow vehicle with warning lights and arrow board. Mobilization required to complete work and all requisite traffic | 1,234,000 | LF | #.115 |

Highway Supply, LLC

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|----|---|-------------|------|----------|
| | control. Labor and material. | | | |
| 13 | Mobilization required to complete the work for reflectorized traffic painted pavement markings (one way, one-time continuous travel within the state of NM by contractors crew to reach each site. Mileage to be verified by map miles by shortest or most reasonable routs of travel). | 1,000 MILES | MILE | \$ 1.00 |
| 14 | Reflectorized painted curb markings/median noses – Quantity 0 – 250 SF. | 125 SF | SF | \$ 4.00 |
| 15 | Reflectorized painted curb markings/median noses – Quantity 250 – 500 SF. | 500 SF | SF | \$ 3.00 |
| 16 | Reflectorized painted curb markings/median noses – Quantity 501 – 1,000 SF. | 1,000 SF | SF | \$ 2.00 |
| 17 | Removal of painted curb markings ultra high pressure water blasting 40k + | 500 SF | SF | \$ 3.00 |
| 18 | One way mobilization for reflectorized paint curb markings or removal. | 150 MILES | MILE | \$ 5.00 |
| 19 | Furnish MUTCD compliant traffic control for reflectorized paint curb markings or removal. | 75 HOURS | HOUR | \$ 60.00 |
| 20 | Surcharge for Red paint, including 4" standard stenciled wording for Items 9, 10, & 11. | 750 SF | SF | \$.50 |
| 21 | Surcharge for Green paint, including 4" "LOADING ZONE" for Items 9, 10 & 11. | 750 SF | SF | \$.50 |
| 22 | Surcharge for Blue paint, including 4" standard stenciled wording for Items 9, 10, & 11. | 750 SF | SF | \$.50 |

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|----|--|---------|------|--------|
| 23 | Surcharge for Grey paint on Items 9, 10 & 11. | 750 SF | SF | \$.50 |
| 24 | Sweeping, when requested for Santa Fe County needs. This item to be measured by the linear foot of the stripe to be swept. Sweeping shall be for the lane line where pavement markings are to be directly applied, not the entire roadway surface. For roadways with a centerline stripe, the centerline will be considered one lane line. Note: Cases where debris requires more than one pass shall be considered incidental to the measurement. | 100,000 | LF | \$.03 |
| 25 | Mobilization for sweeping within Santa Fe County. | 100 | MILE | \$5.00 |

***ALL PRICES ARE EXCLUSIVE OF GROSS RECEIPTS TAX**

****BIDS ARE ALL OR NONE****

BIDDER'S SIGNATURE: _____



ATTACHMENT TO EXHIBIT A

SPECIFICATIONS

1. OBJECTIVE DESCRIPTION - TECHNICAL SPECIFICATIONS FOR MATERIALS AND APPLICATIONS:

Santa Fe County has approximately 169 miles of roadway and requests bids from firms of interest for the purpose of obtaining a four (4) year Price Agreement for County-wide road striping services including costs for labor and materials.

Contract will be awarded on an all-or-none basis: Bidders must bid prices on all bid items listed on the bid sheet.

The prices given by Contractor shall represent the prices for materials and services to be provided by the Contractor for the materials and services provided under the Price Agreement. It is understood that the Contractor 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 services under the Price Agreement.

A. Road striping technical specifications for acceptable standards

- a) Tolerance for application of paint and beads: The finished line shall be smooth, aesthetically acceptable and free from undue waviness. The end of the line shall be square and free from splatter, dribble or trailings. Centerline and edge lines shall be four inches (4") to six inches (6") wide. White channelizing lines for left turn bays shall be four inches (4") to eight inches (8") wide. Line width variation of more than one quarter inch (1/4") shall require rework. For standard waterborne acrylic paint, painted lines shall be installed at 16 mils wet film thickness or at a minimum rate of 19.75 gallons of paint per mile of solid four inch (4") line or 4.94 gallons of paint per mile of broken four inch (4") line, or in accordance with manufacturer's recommendations for successive generations of pavement materials. The County shall perform spot checks for wet material thickness and compliance and require inspection of quantities of material desired.

For standard and waterborne acrylic paint, the following table correlates wet mil thickness for four inch (4") line paint volume and line length.

| Paint (Gal/Mil) | Paint Thickness (Mil) | Paint (Ft/Gal) |
|----------------------------|----------------------------------|---------------------------|
| 19.75 | 18 | 267 |
| 18.65 | 17 | 283 |
| 17.55 | 16 | 300 |
| 16.45 | 15 | 320 |

| | | |
|-------|----|-----|
| 15.36 | 14 | 344 |
| 14.26 | 13 | 370 |
| 13.16 | 12 | 401 |
| 12.06 | 11 | 437 |
| 10.96 | 10 | 481 |
| 9.86 | 9 | 535 |

- b) Hi-build acrylic paints: Required to be installed at 22 to 25 mils wet film thickness, the minimum rate is 24.14 to 27.43 gallons of paint per mile of solid four inch (4") line or 6.04 to 6.86 gallons of paint per mile of broken four inch (4") line. Application rates will be adjusted as necessary to conform to manufacturer's recommendations for successive generations of pavement materials. The County shall perform spot checks for wet material thickness and compliance and require inspection of quantities of material desired.

For Hi-build acrylic paints, the following table correlates wet mil thickness for four inch (4") line paint volume and line length.

| Paint (Gal/Mil) | Paint Thickness (Mil) | Paint (Ft/Gal) |
|----------------------------|----------------------------------|---------------------------|
| 30.72 | 28 | 172 |
| 29.62 | 27 | 178 |
| 28.53 | 26 | 185 |
| 27.43 | 25 | 193 |
| 26.33 | 24 | 201 |
| 25.23 | 23 | 209 |
| 24.14 | 22 | 219 |
| 23.04 | 21 | 229 |
| 21.94 | 20 | 241 |
| 20.85 | 19 | 253 |
| 19.75 | 18 | 267 |
| 18.65 | 17 | 283 |
| 17.55 | 16 | 300 |
| 16.45 | 15 | 320 |
| 15.36 | 14 | 344 |
| 14.26 | 13 | 370 |
| 13.16 | 12 | 401 |

For striping below acceptable standards, the County will require either rework by the contractor at no charge or impose a percentage reduction in price in accordance with Table 704.5.1:1 of the NMDOT Standard Specifications for Highway and Bridge Construction, 2007 Ed.

The space or gap between double yellow lines shall be four inches (4") clear. A reduction in pay or rework shall be required for a gap less than 3.75 inches or greater than 4.25 inches.

No time extensions will be allotted to the striping schedule for each road striping services requested by the County to accommodate rework required due to deficient striping determined to be caused by the contractor.

Glass reflectorized beads shall be applied on the wet paint at a minimum rate of six (6) pounds to each gallon of paint, except where specified at a different rate in the material specification. All painted lines are to receive glass beads at this rate. Any line discovered to have been applied without glass beads shall be restriped by the contractor within twenty-four (24) hours.

Any line discovered to have been applied with insufficient quantities of glass beads will be cause for the County to require either rework by the contractor at no charge or impose a percentage reduction in price in accordance with Table 704.5.1 of Standard Specifications for Highway and Bridge Construction, 2007 Ed.

Pavement markings not applied in accordance with plans and specifications shall be subject to the price reduction schedule consistent with the NMDOT Specifications (704) for Highway and Bridge Construction. Any error in striping pattern deemed by the County to be the responsibility of the contractor shall be corrected at the contractor's expense using approved methods. Covering or obliterating any stripe with black paint is strictly prohibited.

The County shall have the right and authority to reject materials or workmanship by the contractor. Materials and workmanship may be rejected for failure to meet specifications or to perform satisfactorily upon application, or for failure to be delivered or completed at the time specified. Contractor will not be compensated for material or workmanship that is rejected. The County shall not be liable to the contractor in any way for any damages of any nature whatsoever resulting from the rejection of the materials or workmanship. When materials or workmanship are rejected, the contractor shall be informed of the reason for the rejection in writing as soon as practical after the rejection. The contractor agrees to indemnify the County for any and all losses incurred due to delay in shipment or installation, or rejection of material or workmanship.

Tolerance for striping obliteration: striping requiring obliteration shall be removed using only water blasting in accordance with the latest standards and specifications. Stripe obliteration shall not deform or damage the roadway surface. The contractor shall collect all debris from the obliteration process and dispose of the material in a legal environmentally sound manner. **Note:** Contractor will not be compensated for obliteration of improperly installed or rejected pavement markings.

2. SCOPE OF WORK TO BE COMPLETED UNDER THE PRICE AGREEMENT:

The Contractor shall:

- A. Provide competent supervision and skilled personnel to carry on all work in progress.
- B. Furnish all equipment, labor, material and tools required to perform the work specified. The contractor shall maintain during the entire term of the Price Agreement, equipment sufficient, in operational conditions and capacity to efficiently perform the work and services required by the Agreement. Downtime due to equipment failure shall not exceed one (1) day. If an excess of one (1) day downtime occurs, the Contractor shall notify the County of the problem and estimated downtime. The County reserves the right, if more than one (1) day of unexcused or unauthorized downtime occurs, to have the roads striped by a different contractor or vendor.
- C. Provide mobilization for routine, non-emergency striping and such mobilization will be considered incidental to the work.
- D. Have the sole responsibility for all clean-up of materials resulting from the transportation of materials and services performed under the Price Agreement.
- E. Be responsible for damage resulting from paint materials on public vehicles.
- F. Abide by the New Mexico State Highway and Transportation Department Standard Specifications for Road and Bridge Construction, 2007 Ed., Division 700 on traffic control devices. Contractor shall also conform to the Manual of Uniform Traffic Control Devices, current edition, including Part VI-Traffic Control for Street and Highway Construction and Maintenance Operations.
- G. Comply with all local, state, and federal laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the services covered by the Price Agreement.
- H. Submit a traffic control plan to the County two (2) weeks prior to starting any road striping work, the County shall review and approve the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized prior to the beginning of operations. All lane closures and detours must also be approved by the County. The County may also require that the contractor provide sufficient flagmen, additional shadow vehicles and/or truck mounted attenuators when deemed necessary for safety and/or to allow adequate time for material to cure to non-tracking state. To assist with the

traffic control during operations, the contractor shall also remove or cover temporary signing that is not required during non-working hours and nighttime hours. The sequential flashing arrow unit, when required, shall be a NMDOT approved product. At least one (1) lane shall be kept open to traffic, with adequate flagging, when working on a two-lane road; treated road roadways shall be re-opened to traffic during nighttime or non-working hours. All traffic control costs shall be incidental and included in the cost of the bid items.

- I. Be responsible for restriping any areas where vehicles have tracked through fresh paint.
- J. Disposal of Waste Material: The Contractor shall be responsible for the disposal of all waste material associated with any and all activities covered in this Price Agreement. All waste shall be transported to an appropriate facility for proper handling and disposal. Documentation of the treatment of all waste material shall be provided to the County by the Contractor.

The Contractor shall provide the County with a spill recovery plan including: name, address, and phone number for the person designated as the contractor's response coordinator; as well as the name, address, and phone numbers of persons qualified, capable and on-call to do any cleanup.

- K. Material Storage: All material and material containers shall be stored according to manufacturer requirements. No material or storage containers shall be stored, staged or left for any period of time within the right-of-way of any County road.

Materials and equipment may be stored at County patrolled yards when authorized by the County.

For each road striping project, the Contractor shall submit a complete and detailed quality control/quality assurance plan. The plan shall include:

- Detailed Quality Control/Quality Assurance Program
- Materials testing procedures
- In-place field testing
- Weather monitoring and reporting methods
- Billing format and frequency
- Reporting methods and frequency
- Scheduling format, method and frequency
- Request for changes (i.e., previously submitted schedules, specified materials, etc.)

- L. Work Schedule: Except as otherwise approved in writing by the County road striping work shall be performed during daylight hours, Monday through

Friday. No work shall be performed on County holidays or on weekends unless otherwise approved by the County. The Contractor shall avoid work during “rush hour” traffic in urban areas, unless prior approval is received from the County. Prior to commencing with any work, the contractor shall receive written or verbal notification to proceed from the County. A list of work required by the County shall be provided to the contractor. The Contractor shall provide a tentative schedule for performance of the work requested by the County for approval; the Contractor shall complete the work in accordance with the approved schedule. The Contractor shall provide twenty-four (24) hour notice to the County of a location to be striped. When the work is to be performed at the beginning of work week (Monday), the Contractor shall provide notice by Friday of the preceding week. Any additional work requested by the County shall require a revised schedule, to include any additional work, for approval by the County. Exceptions may be granted in writing by the County upon approval of a revised written schedule for performance of the remaining work. Some projects may require urgent attention and completion within twenty –four (24) hours, and may be required in addition to the approved schedule of work. The contractor shall report weekly to the County the total number of linear feet of markings applied, material used and location(s) of completed work. Upon notification, the County shall conduct a final inspection. Work found to be in conformance with the Price Agreement shall be reviewed for acceptance by the County and scheduled for payment.

Payment for non-conforming work shall be withheld until such a time as the work is brought into conformance with the Price Agreement and accepted by the County.

The County will inspect operations at its discretion. The Contractor is still responsible for the project being completed in accordance with all plans schedules and technical specifications. The County has the authority to stop the contractor’s work if it determines that the contractor’s services are not in compliance with plans, schedules and technical specifications. Such work will be re-done at the contractor’s expense to the satisfaction of the County.

The County, at its discretion, will measure the retro-reflectivity markings using 30-m geometry. The markings will be measured within thirty (30) days of application. Except where specified in the material specification, the minimum retro-reflective value for white markings is 250 mcd/m²/lux the minimum retro-reflective value for yellow markings is 150 mcd/m²/lux. Measurements will be taken every ¼ (.25) miles on average will be calculated for every mile. Average values that fall from one to ten percent (1-10%) below minimum values will result in a ten percent (10%) price reduction for that mile of roadway. Average values that fall from eleven to twenty-five percent (11-25%) minimum values will result in a twenty-five percent (25%) price reduction for that mile of roadway. Average values that fall greater than

twenty –five (25%) below minimum values will require restriping of that mile of roadway at no additional cost to the County.

To ensure timely placement of pavement markings, the following delivery times shall be met from the date of the work order:

| Pavement Markings Linear Feet | Required Delivery Times* Number of Working Days |
|--|--|
| 0 – 13,200,000 | 15 |
| 13,200,001 – 26,400,000 | 30 |
| 26,400,001 – 39,600,000 | 60 |
| 39,600,001 and over | ** |

*The Contractor shall be subject to a price reduction equal to two percent (2%) of the total purchase order, per day for each working day the pavement markings are not in place as specified above.

**To be determined by the County based on actual footage.

The County has the authority to issue purchase orders to a different contractor or vendor if the Contractor indicates that the work cannot be delivered or completed in accordance with the Price Agreement.

- M. **Performance Bond:** Prior to the issuance of a purchase order, the successful contractor(s) must provide a performance bond and a labor and materials payment bond each equal to one hundred percent (100%) of the total purchase order for a specific project. Said bonds must be provided to the Public Works Department within ten (10) calendar days after the County’s issuance of a Purchase Order.

The performance bond is to secure the County for losses and damages sustained by reason of default of the Price Agreement by the Contractor. The labor and materials payment bond is to provide for the contractor’s payment of sub-contractors and suppliers. The bond cost shall be included in the price of the bid items.

- N. **REQUIREMENTS and/or QUALIFICATIONS:**

No person shall act as a contractor without a license issued by the Construction Industries Division (CID) classified to cover the type of work to be undertaken. No work shall be performed unless the contractor has a valid license issued by the Construction Industries Division to perform the type of work to be undertaken, Section 60-13-12, NMSA 1978.

All bid items, materials, and installation shall meet (or exceed) the NMDOT Current Standard Specifications for Highway and Bridge Construction, plus

any supplemental or standard specifications and standard (serial) drawings (to the extent they may be pertinent to the work being performed) established by NMDOT.

All items provided and work performed under this Price Agreement must comply with all applicable requirements of the most recent Manual on Uniform Traffic Control Devices (MUTCD).