



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Vendors (see page 6 for detail)

Price Agreement Number: **30-80500-22-16995**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Tami Concha** *TC*

Telephone No.: **(505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this agreement please contact:
India Garcia (505) 690-7383

Title: Reflectorized Pavement Markings

Term: March 8, 2023 – March 7, 2024

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

Accepted for the State of New Mexico

Valerie Paulk
Acting New Mexico State Purchasing Agent

Date: 3/8/2023

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
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

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

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

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

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

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

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

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

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

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

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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: <https://bewellnm.com>.

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!*

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

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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 for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000011297
Highway Supply, LLC
6221 Chappell Rd NE
Albuquerque, NM 87113
Steve Clark
(505) 345-8295 ext 104
sclark@highwaysupply.net

Payment Term: Net 30
Delivery: As Per Bid Requirements

(AB) 0000148381
Prestigious Paving LLC
2706 Chamisal Ave
Gallup, NM 87301
Landon Munoz
(505) 879-4340
landon@prestigious-paving.com

Payment Term: Net 30
Delivery: Per Bid Request

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

Payment Term: Net 30
Delivery: 9101 Broadway Blvd
Albuquerque, NM 87105

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Specifications:

Establish a price agreement for Reflectorized Pavement Markings for the New Mexico Department of Transportation (NMDOT). This price agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this contract shall meet the specifications as set forth in this price agreement, and all applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Contractors shall obtain prequalified status with the NMDOT prior to award of this price agreement.

Vendors are required to ensure that the products used in conjunction with this contract have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513 or via email at NMDOTAPL@state.nm.us

Terms of Price Agreement:

The term of this agreement shall be for one (1) year from date of award with an option to extend for up to three (3) additional one (1) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

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

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

Tax Note:

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

Bidding Information:

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

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any

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other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover

such costs. Show the amounts for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:

NMDOT shall perform a bid analysis of all bids received for price agreements requiring the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for final determination.

Method of Award:

Method of award shall be to one or more Contractors for each group. Items shall be awarded to one or more Contractors per group, but not to exceed three (3) Contractors per group. This price agreement may be awarded to one (1) or more Contractors, as follows:

Item Description:	Item Number:
Conventional Painted Markings	001 thru 010
Epoxy Reflectorized Markings	011 thru 022
Durable Plastic Reflective Preformed Markings	023 thru 037
Durable Plastic Reflective Preformed Patterned Markings	038 thru 049
Thermoplastic Reflectorized Markings	050 thru 064
Durable Preformed Thermoplastic Reflectorized Markings (Road Preheat Required)	065 thru 072
Preformed Thermoplastic Reflectorized Markings (No Road Preheat)	073 thru 081
Concrete Barrier Delineation (tape & panel)	082 thru 087
Reflectorized Raised Markings	088 thru 094
Portable Retro-reflect-o-meter	095
Detectable Warning System	096 thru 101

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

Utilization of Contractors:

The following procedure for the utilization of Contractors shall be used on multiple award price agreements.

1. The selection of a Contractor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.
3. Contractor Selection:
 - a. The Contractor with the lowest individual project estimate shall be selected to perform the work for that specific project.

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- b. A Contractor not having the lowest individual project estimate can be used if the Contractor providing the lowest estimate is unable to meet all project requirements, including project schedule, as determined and documented by the District Engineer or their designee.
- c. If a contractor fails to respond or commit in writing within 10 working days from the time NMDOT requests services, including estimate and project schedule, the contractor will be deemed nonresponsive and the NMDOT will move on to the next available contractor.

Public Works 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 Contractor 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.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at: <http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

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

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

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Insurance Requirements:

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

(A) Public Liability and Automobile Liability Insurance

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

Bodily Injury Liability:

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

Property Damage Liability:

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

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
 - b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 - c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 - d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

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Bodily Injury Liability:
\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

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

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

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

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NNMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

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Bodily Injury Liability, Property Damage Liability:
 \$2,000,000 each occurrence

Liability and Physical Damage to Property:
 \$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

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

SPECIFICATION FOR REFLECTORIZED PAVEMENT MARKINGS:

The Contractor shall abide with the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control.

Refer to all applicable Sections of 704 "PAVEMENT MARKINGS" of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition for providing and placing pavement stripes.

Specifications For Element Drop In Beads When Specified For Use In Thermoplastic Traffic Binders:

Wet/Dry Reflective Elements

The bonded core reflective elements shall contain either clear or yellow tinted ceramic *beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic.* All "dry-performing" ceramic beads bonded to the core shall have a minimum index of refraction of 1.9. All "wet performing" ceramic beads bonded to the core shall have a minimum index of refraction of 2.4. The mix of the elements shall be 50% dry performing and 50% wet performing. Installation of elements shall be in accordance with manufactures requirements.

Reflective media application – The specified reflective media shall be dropped immediately after binder application. Reflective Media consists of retroreflective elements followed by glass beads commonly called "double-drop" and shall be applied to achieve the application rates shown in Table 1 and Table 2

Table 1:

Element Application Rates for Thermoplastic Binders

Units	Minimum for smooth pavement surfaces
Pounds per 4-inch linear foot	0.022 lbs
Pounds / 100 Sq ft	6.6 lbs

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Table 2:**Application Rates for High Performance Glass Beads**

Units	Utah Performance Blend
Pounds /100 Sq ft	10 lbs

Retroreflectance – Typical initial retroreflectance values are shown in Table 3. Typical retroreflectivity is averaged over many readings [mcd (ft-2) (fc-1)] metric equivalent [mcd (m-2) (lux-1)]

Table 3:**Typical Minimum Initial Retroreflectance Values**

	White	Yellow
Dry (ASTM E1710)	500	375
Wet recovery (ASTM E2177)	225	200
Wet continuous (ASTM E2176)	75	60

Dry Reflective Elements

The bonded core reflective elements shall contain either clear or yellow tinted ceramic *beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic.* All “dry-performing” ceramic beads bonded to the core shall have a minimum index of refraction of 1.9. Installation of elements shall be in accordance with manufactures requirements.

Reflective media application – The specified reflective media shall be dropped immediately after binder application. Reflective Media consists of retroreflective elements followed by glass beads commonly called “double-drop” and shall be applied to achieve the application rates shown in Table 4 and Table 5.

Table 4:**Element Application Rates for Thermoplastic Binders**

Units	Minimum for smooth pavement surfaces
Pounds per 4-inch linear foot	0.022 lbs
Pounds / 100 Sq ft	6.6 lbs

Table 5:**Application Rates for High Performance Glass Beads**

Units	Utah Performance Blend
Pounds /100 Sq ft	10 lbs

Retroreflectance – Typical initial retroreflectance values are shown in Table 6. Typical retroreflectivity is averaged over many readings [mcd (ft-2) (fc-1)] metric equivalent [mcd (m-2) (lux-1)]

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Table 6:

Typical Minimum Initial Retroreflectance Values

	White	Yellow
Dry (ASTM E1710)	900	700

METHOD OF MEASUREMENT AND PAYMENT:

The District Engineer or their designee will inspect operations at the Department's discretion. The Contractor is still responsible for the project being completed in accordance with all plans and specifications. The District Engineer or their designee has the authority to stop the Contractor's work if they determine it is not in compliance with the NMDOT plans and specifications. Such work will be re-done at the Contractor's expense to the satisfaction of the NMDOT.

The District Engineer or their designee will at the Department's discretion measure the retro-reflectivity of the 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 randomly and when any problem areas are found, measurements will be taken at a minimum of every 1/4 (0.25) mile and an 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 percent (25%) below minimum values will require restriping of that mile of roadway at no additional cost to the NMDOT.

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	PAVEMENT MARKINGS SQUARE FEET	REQUIRED DELIVERY TIMES* NUMBER OF WORKING DAYS
0 - 1,500,000	0 - 1,500	15
1,500,001 - 3,000,000	1,500 - 3,000	30
3,000,001 - 4,500,000	3,000 - 4,500	45
4,500,001 - 6,000,000	4,500 - 6,000	60
6,000,001 AND OVER	6,000 AND OVER	75**

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

**May be negotiated with the District Engineer or their designee based on actual footage.

Should emergency work affect the schedule of priority work or routine work, it will be the Contractor(s) responsibility to notify the NMDOT representative who issued the affected work in writing within two (2) working days after emergency work is issued.

The District Engineer has the authority to issue purchase orders to the second lowest priced Contractor if the lowest priced Contractor fails to deliver the work in the time allowed.

If the Contractor agrees to perform the work and does not meet contractual schedule requirements such that price reductions are implemented, the state retains the right to cancel the Contractor from the applicable portions of the agreement.

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Contractor shall notify the affected District Engineer or designee five (5) working days prior to starting work on any particular purchase order.

Upon completion of assigned purchase order, it shall be the Contractor's responsibility to notify the respective district engineer or their designee to request final inspection. Failure to do so will result in the assessment of liquidated damages as indicated above. The NMDOT will provide a field inspector to inspect the work.

Traffic Control:

The Contractor shall abide with the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three (3) weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

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

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. In the event NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of one and a half (1½) percent per month.

For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

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Invoice To:

New Mexico Department of Transportation
General Office
1120 Cerrillos Road
Santa Fe, NM 87504-1149

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030

New Mexico Department of Transportation
District Two
4505 West Second St.
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
7500 Pan American Frwy NE
P.O. Box 91750
Albuquerque, N.M. 87109-3768

New Mexico Department of Transportation
District Four
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030

New Mexico Department of Transportation
District Five
7315 Cerrillos Road
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2159
Milan, N.M. 87021-2159

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Escalation Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

Mobilization:

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

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

Quantities:

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

*****End of Specifications*****

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Reflectorized Pavement Markings Items:

Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
001	250	S.F.	Reflectorized Traffic Painted Pavement Markings, Not Limited to (Crosswalks, Stop Bars, Legends, Symbols and Curb Painting) (15-18 Mil) Quantity: 0 to 250 Sq. Ft.	\$6.00	\$3.75	\$3.500
002	500	S.F.	Reflectorized Traffic Painted Pavement Markings, Not Limited to (Crosswalks, Stop Bars, Legends, Symbols and Curb Painting) (15-18 Mil) Quantity: 251 to 500 Sq. Ft.	\$5.75	\$3.45	\$3.250
003	1000	S.F.	Reflectorized Traffic Painted Pavement Markings, Not Limited to (Crosswalks, Stop Bars, Legends, Symbols and Curb Painting) (15-18 Mil) Quantity: 501 Sq. Ft. and Over	\$5.50	\$3.01	\$2.750
004	200	S.F.	Eradication/Obliteration of Reflectorized Pavement Markings, Not Limited to (Crosswalks, Stop Bars, Legends, Symbols and Curb Markings), Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$5.00	\$3.50	\$3.000
005	2000	L.F.	Eradication/Obliteration of Reflectorized Pavement Markings - 4 In. Line, Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting Or Other Acceptable Methods That Do Not Damage Existing Surface.	\$0.65	\$0.94	\$0.750
006	1000	Mile	Mobilization Required to Complete Work for Reflectorized Traffic Painted Pavement Markings (One Way, One-Time Continuous Travel within the State of New Mexico by Contractors Crew to Reach Each Site. Mileage to Be Verified By Map Miles by Shortest or Most Reasonable Routes of Travel)	\$6.00	\$4.00	\$6.000
007	100	Hour	Traffic Control Urban (within the Corporate Limits of Urban Areas with 20,000 Population and Over) Required to Complete Work. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle)	\$65.00	\$60.00	\$60.000
008	100	Hour	Traffic Control (Rural Areas) Required To Complete Work to Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic Outside Areas Defined as Urban (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$60.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
009	100	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Required by the District Engineer or their designee That May Be Required to Complete Work for Reflectorized Traffic Painted Pavement Markings.	\$6.00	\$3.10	\$5.000
010	2000	S.F.	Surcharge (\$/SF) to Upgrade Items 1, 2, 3 to Hi-Build Painted Markings (DT-400, HD-21) 25-27 Mil	\$0.25	\$0.36	\$0.500
011	50000	L.F.	Materials and Placement of Epoxy Reflectorized Pavement Markings, 4-Inch White and Yellow, to Include Shadow Vehicle With Mounted Warning Lights and Arrow Board. Quantity: 0 to 50,000 L.F.	\$0.765	\$0.88	No Bid
012	250000	L.F.	Materials and Placement of Epoxy Reflectorized Pavement Markings, 4-Inch White and Yellow, to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board. Quantity: 50,001 to 250,000 L.F.	\$0.690	\$0.75	No Bid
013	500000	L.F.	Materials and Placement of Epoxy Reflectorized Pavement Markings, 4-Inch White and Yellow, to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board. Quantity: 250,001 to 500,000 L.F.	\$0.645	\$0.75	No Bid
014	750000	L.F.	Materials and Placement of Epoxy Reflectorized Pavement Markings, 4-Inch White and Yellow, to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board. Quantity: Over 500,000 L.F.	\$0.615	\$0.73	No Bid
015	6000	S.F.	Materials and Placement of Epoxy Reflectorized Pavement Markings, (Crosswalks, Stop Bars)	\$10.75	\$12.15	No Bid
016	3000	S.F.	Materials and Placement of Epoxy Reflectorized Pavement Markings, (Legends and Symbols)	\$14.95	\$15.32	No Bid
017	2000	L.F.	Eradication/Obliteration of Pavement Markings, Cost Per Lineal Foot of 4 Inch Stripe, Black Paint Over Not Allowed, Allowable Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$0.90	\$0.95	No Bid
018	200	S.F.	Eradication/Obliteration of Pavement Markings, Cost Per Square Foot, Not Limited to (Crosswalks, Stop Bars, Legends, Symbols and Curb Marking) Black Paint Over Not Allowed; Allowable Techniques Include Water Blasting or other Acceptable Methods That Do Not Damage Existing Surface.	\$10.00	\$3.56	No Bid

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
019	1000	Mile	Mobilization Required to Complete Work for Epoxy ReflectORIZED Pavement Markings (One-Way, One-Time Continuous Travel Within The State of New Mexico by Contractors Crew to Reach Each Site. Mileage to Be Verified by Map Miles by Shortest or Most Reasonable Routes of Travel).	\$60.00	\$26.00	No Bid
020	100	Hour	Traffic Control Urban (within the Corporate Limits of Urban Areas with 20,000 Population and Over) Required to Complete Work. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$165.00	\$120.00	No Bid
021	100	Hour	Traffic Control (Rural Areas) Required to Complete Work. To Include All Signing and Traffic Channelization Devices For Adequate Handling of Traffic Outside Areas Defined As Urban (Not Including Shadow Vehicle).	\$165.00	\$120.00	No Bid
022	100	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Required by the District Engineer or their Designee That May Be Required to Complete Work for Epoxy ReflectORIZED Pavement Markings.	\$6.00	\$2.30	No Bid
023	50000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Striping Tape, White and Yellow, 4 Inch, 60 Mil., to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board. Quantity: 0 to 50,000 L.F.	\$2.60	\$2.00	\$5.000
024	250000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Striping Tape, White and Yellow, 4 Inch, 60 Mil., to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board. Quantity: 50,001 to 250,000 L.F.	\$2.55	\$1.93	\$5.000
025	500000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Striping Tape, White and Yellow, 4 Inch, 60 Mil., to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board. Quantity: over 250,000 L.F.	\$2.50	\$1.84	\$5.000
026	6000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Markings, (Crosswalks and Stop Bars) 12 Inch	\$8.30	\$5.55	\$12.000
027	3000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Markings, (Crosswalks and Stop Bars) 24 Inch	\$15.10	\$11.60	\$20.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
028	3000	S.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Markings, (Legends and Symbols).	\$17.25	\$12.95	\$25.000
029	6000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Intersection Grade Pavement Markings (Crosswalks and Stop Bars) 12 Inch.	\$10.65	\$8.51	\$12.000
030	3000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Intersection Grade Pavement Markings (Crosswalks and Stop Bars) 24 Inch.	\$19.65	\$14.71	\$20.000
031	3000	S.F.	Materials and Placement of Durable Plastic Reflective Preformed Pavement Intersection Grade Pavement Markings (Legends and Symbols).	\$22.50	\$14.12	\$25.000
032	500	L.F.	Eradication/Obliteration Pavement Marking Cost per Lineal Foot of 4 Inch Stripe, Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$0.65	\$0.87	\$0.900
033	1000	S.F.	Eradication/Obliteration of Pavement Marking (Stop Bars/Crosswalks/Curb Markings/Legends and Symbols) Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$6.00	\$4.15	\$4.000
034	500	Mile	Mobilization Required to Complete Work (One-Way, One-Time Continuous Travel within The State of New Mexico by Contractors Crew to Reach Each Site. Mileage to Be Verified by Map Miles by Shortest or Most Reasonable Routes of Travel).	\$6.00	\$4.50	\$7.000
035	100	Hour	Traffic Control Urban (Within The Corporate Limits of Urban Areas With 20,000 Population And Over) Required To Complete Work. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$70.00	\$60.00	\$60.000
036	100	Hour	Traffic Control (Rural Areas) Required to Complete Work To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic Outside Areas Defined as Urban (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$ 60.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
037	100	Hour	Trailer Mounted Sequential Flashing Arrow/Flashing Directional Arrows as Requested by The District Engineer or Their Designee That May Be Required to Complete Work for Durable Plastic Reflective Preformed Pavement Markings.	\$6.00	\$2.25	\$5.000
038	50000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Patterned Pavement Striping Tape, White and Yellow, 4 Inch, 60 Mil., to Include Shadow Vehicle With Mounted Warning Lights and Arrow Board Quantity: 0 to 50,000 L.F.	\$4.30	\$3.43	\$7.000
039	250000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Patterned Pavement Striping Tape, White and Yellow, 4 Inch, 60 Mil., To Include Shadow Vehicle With Mounted Warning Lights and Arrow Board Quantity: 50,001 To 250,000 L.F.	\$4.20	\$3.35	\$7.000
040	500000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Patterned Pavement Striping Tape, White and Yellow, 4 Inch, 60 Mil., to Include Shadow Vehicle With Mounted Warning Lights and Arrow Board Quantity: Over 250,000 L.F.	\$4.10	\$3.31	\$7.000
041	6000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Patterned Pavement Markings (Crosswalks and Stop Bars) 12 Inch.	\$13.00	\$10.30	\$14.000
042	3000	L.F.	Materials and Placement of Durable Plastic Reflective Preformed Patterned Pavement Markings (Crosswalks and Stop Bars) 24 Inch.	\$19.00	\$18.55	\$25.000
043	3000	S.F.	Materials and Placement of Durable Plastic Reflective Preformed Patterned Pavement Markings (Legends and Symbols).	\$25.00	\$14.63	\$35.000
044	500	L.F.	Eradication/Obliteration Pavement Marking Cost per Lineal Foot of 4 Inch Stripe, Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$0.65	\$0.87	\$1.000
045	1000	S.F.	Eradication/Obliteration of Pavement Markings (Legends and Symbols) Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$6.00	\$3.65	\$3.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
046	500	Mile	Mobilization Required to Complete Work (One-Way, One-Time Continuous Travel within The State Of New Mexico By Contractors Crew To Reach Each Site. Mileage to be Verified By Map Miles By Shortest Or Most Reasonable Routes of Travel).	\$6.00	\$4.50	\$7.000
047	100	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas With 20,000 Population And Over) Required To Complete Work. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$70.00	\$60.00	\$60.000
048	100	Hour	Traffic Control (Rural Areas) Required to Complete Work to Include All Signing And Traffic Channelization Devices For Adequate Handling of Traffic Outside Areas Defined As Urban (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$ 60.000
049	100	Hour	Trailer Mounted Sequential Flashing Arrow/Flashing Directional Arrows as Requested By The District Engineer or their Designee That May Be Required To Complete Work for Durable Plastic Reflective Preformed Pavement Markings.	\$6.00	\$3.10	\$5.000
050	50000	L.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings, White and Yellow, 4-Inch 30 Mil. Thickness Minimum, 120 Mil. Thickness Maximum, to Include Shadow Vehicle with Mounted Warning Lights And Arrow Board, Price to Be Bid In Mil. Per Linear Foot Quantity: 0 to 50,000 L.F.Mil/LF	\$0.007	\$0.005	\$0.006
051	250000	L.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings, White and Yellow, 4-Inch 30 Mil. Thickness Minimum, 120 Mil. Thickness Maximum, to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board, Price to Be Bid In Mil. Per Linear Foot Quantity: 50,001 To 250,000 L.F. Mil/Lf	\$0.006	\$0.005	\$0.006
052	500000	L.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings, White and Yellow, 4-Inch 30 Mil. Thickness Minimum, 120 Mil. Thickness Maximum, to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board, Price to Be Bid In Mil. Per Linear Foot Quantity: 250,001 To 500,000 L.F. Mil/Lf	\$0.006	\$0.005	\$0.006

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
053	750000	L.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings, White and Yellow, 4-Inch 30 Mil. Thickness Minimum, 120 Mil. Thickness Maximum, to Include Shadow Vehicle with Mounted Warning Lights and Arrow Board, Price to Be Bid In Mil. Per Linear Foot Quantity: Over 500,001 L.F. Mil/Lf	\$0.006	\$0.005	\$0.005
054	3000	L.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings (Crosswalks And Stop Bars) 30 Mil. Thickness Minimum, 120 Mil. Thickness Maximum, 12 Inch Price to Be Bid In Mil. Per Linear Foot. Mil/Lf	\$0.033	\$0.026	\$0.029
055	1500	L.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings (Crosswalks and Stop Bars) 30 Mil. Thickness Minimum, 120 Mil. Thickness Maximum, 24 Inch Price to Be Bid In Mil. Per Linear Foot. Mil/Lf	\$0.053	\$0.037	\$0.050
056	1500	S.F.	Materials and Placement of Thermoplastic ReflectORIZED Pavement Markings (Legends and Symbols) 30 Mil. Thickness Minimum, 120 Mil Thickness Maximum. Price to Be Bid In Mil. per Square Foot.	\$0.092	\$0.063	\$0.077
057	50000	L.F.	Double drop wet/dry element bead add on for Thermoplastic ReflectORIZED Pavement markings.	\$0.40	\$0.32	\$0.400
058	50000	L.F.	Double drop dry element bead add on for Thermoplastic ReflectORIZED Pavement markings.	\$0.40	\$0.32	\$0.400
059	500	L.F.	Eradication/Obliteration of Thermoplastic Pavement Markings Cost per Lineal Foot Of 4 Inch Stripe, Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$0.65	\$0.92	\$0.900
060	1000	Mile	Mobilization Required to Complete Work for Thermoplastic ReflectORIZED Pavement Markings (One-Way, One-Time Continuous Travel within The State Of New Mexico By Contractors Crew to Reach Each Site Mileage To Be Verified By Map Miles By Shortest or Most Reasonable Routes of Travel)	\$10.00	\$4.75	\$6.000
061	100	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas with 20,000 Population And Over) Required To Complete Work. To Include All Signing And Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$70.00	\$60.00	\$60.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
062	100	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas with 20,000 Population And Over) Required To Complete Work for Lane Extension Lines Through Intersections. To Include All Signing And Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$75.00	\$90.00	\$90.000
063	100	Hour	Traffic Control (Rural Areas) Required to Complete Work All Signing and Traffic Channelization Devices for Adequate Handling of Traffic Outside Area Defined As Urban. (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$60.000
064	100	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Required By The Distric Engineer or their Designee That May Be Required To Complete Work For Thermoplastic Reflectorized Pavement Markings.	\$6.00	\$2.50	\$5.000
065	3000	L.F.	Materials and Placement of Durable Preformed Thermoplastic Reflectorized Pavement Markings - Pre-heating of the Road Required (Crosswalks and Stop Bars) 12 Inch.	\$8.05	\$7.37	\$6.000
066	1500	L.F.	Materials and Placement of Durable Preformed Thermoplastic Reflectorized Pavement Markings - Pre-heating of the Road Required (Crosswalks and Stop Bars) 24 Inch.	\$14.50	\$13.85	\$11.000
067	1500	S.F.	Materials and Placement of Durable Preformed Thermoplastic Reflectorized Pavement Markings - Pre-heating of the Road Required (Legends and Symbols).	\$17.00	\$16.94	\$12.000
068	60	S.F.	Eradication/Obliteration of Durable Thermoplastic Pavement Markings Legends/Symbols/StopBars/Crosswalks/Curb Markings) Black Paint Over Not Allowed. Allowed Removal Techniques Include Water Blasting or Other Acceptable Methods That Do Not Damage Existing Surface.	\$7.50	\$4.15	\$3.500
069	1000	Mile	Mobilization Required to Complete Work for Durable Thermoplastic Reflectorized Pavement Markings (One-Way, One-Time Continuous Travel within The State Of New Mexico By Contractors Crew to Reach Each Site Mileage To Be Verified By Map Miles By Shortest or. Most Reasonable Routes of Travel)	\$6.00	\$4.10	\$6.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
070	100	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas with 20,000 Population And Over) Required To Complete Work. To Include All Signing And Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$70.00	\$60.00	\$60.000
071	100	Hour	Traffic Control (Rural Areas) Required to Complete Work All Signing and Traffic Channelization Devices for Adequate Handling of Traffic Outside Area Defined As Urban. (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$60.000
072	100	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Required By The District Engineer or their Designee That May Be Required To Complete Work For Thermoplastic ReflectORIZED Pavement Markings.	\$6.00	\$2.75	\$5.000
073	500	L.F.	Materials and Placement Of Preformed Thermoplastic Markings (No Pre-Heating of The Roadway Required), White and Yellow 4-Inch 125 MIL (Premark Plus or Equivalent)	\$2.50	\$2.25	\$2.000
074	5000	L.F.	Materials and Placement of Preformed Thermoplastic Markings (No Pre-Heating of The Roadway Required), Crosswalks and Stop Bars, 125 Mil, 12 Inch (Premark Plus or Equivalent)	\$6.75	\$6.32	\$6.000
075	5000	L.F.	Materials and Placement of Preformed Thermoplastic Markings (No Pre-Heating of The Roadway Required), Crosswalks and Stop Bars, 125 Mil, 24 Inch (Premark Plus or Equivalent)	\$13.00	\$13.53	\$12.000
076	5000	S.F.	Materials and Placement of Preformed Thermoplastic Markings (No Pre-Heating of the Roadway Required), Legends and Symbols, 125 Mil (Premark Plus or Equivalent)	\$13.85	\$13.64	\$12.000
077	500	L.F.	Eradication/Obliteration of Pavement Markings Cost Per Lineal Foot of 4 Inch Stripe, Black Paint Over Not Allowed, Removal Techniques Include Water Blasting Or Other Acceptable Methods That Do Not Damage Existing Surface.	\$0.65	\$0.92	\$0.900

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
078	500	Mile	Mobilization Required to Complete Work for Thermoplastic Pavement Marking System (One-Way, One-Time Continuous Travel within The State Of New Mexico By Contractors Crew to Reach Each Site. Mileage to Be Verified By Map Miles by Shortest or Most Reasonable Routes of Travel).	\$6.00	\$4.10	\$6.000
079	100	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas With 20,000 Population and Over) Required To Complete Work. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$70.00	\$60.00	\$60.000
080	100	Hour	Traffic Control (Rural Areas) Required to Complete Work to Include All Signing and Traffic Channelization Devices For Adequate Handling of Traffic Outside Areas Defined As Urban (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$60.000
081	100	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Required By The District Engineer or their Designee That May Be Required to Complete Work For Thermoplastic Reflectorized Pavement Markings.	\$6.00	\$2.50	\$5.000
082	2000	L.F.	Materials and Placement of Construction Work Zone and Permanent Concrete Barrier Wall Delineation, Durable Reflectorized Performed Marking Tape.	\$25.50	\$10.59	\$15.000
083	1000	L.F.	Materials and Placement of Corrugated Liner Delineation System Panel (3M LDSs 344/346 or Equivalent) on Permanent Concrete Barrier and/or Metal Guardrail.	\$25.50	\$10.59	\$15.000
084	50	Mile	Mobilization Required to Complete Work for Construction Work Zone and Permanent Concrete Barrier Wall Delineation, Durable Reflectorized Preformed Marking Tape (One-Way, One-Time Continuous Travel within The State of New Mexico By Contractors Crew to Reach Each Site. Mileage to Be Verified By Map Miles by Shortest or Most Reasonable Routes of Travel).	\$6.00	\$4.00	\$6.000
085	50	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas with 20,000 Population and Over) Required To Complete Work for Construction Work Zone and Permanent Concrete Barrier Wall Delineation, Durable Reflectorized Preformed Marking Tape. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$165.00	\$80.00	\$60.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
086	50	Hour	Traffic Control (Rural Areas) Required to Complete Work For Construction Work Zone and Permanent Concrete Barrier Wall Delineation, Durable ReflectORIZED Preformed Marking Tape. To Include All Signing and Traffic Channelization Devices For Adequate Handling of Traffic Outside Areas Defined as Urban (Not Including Shadow Vehicle).	\$165.00	\$60.00	\$60.000
087	50	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Required By The District Engineer or their Designee That May Be Required to Complete Work For Construction Work Zone and Permanent Concrete Barrier Wall Delineation, Durable ReflectORIZED Preformed Marking Tape.	\$6.00	\$3.50	\$5.000
088	1000	Each	Materials and Placement of ReflectORIZED Raised Pavement Markings.	\$4.85	\$4.41	\$10.000
089	100	Mile	Mobilization Required to Complete Work for ReflectORIZED Raised Pavement Marking (One-Way, One-Time Continuous Travel within The State Of New Mexico By Contractors Crew to Reach Each Site. Mileage to Be Verified by Map Miles by Shortest or Most Reasonable Routes of Travel).	\$6.00	\$4.80	\$10.000
090	1000	Each	Materials and Placement of In-Laid (Grooved) ReflectORIZED Raised Pavement Markings.	\$12.00	\$10.15	\$14.000
091	100	Mile	Mobilization Required to Complete Work for In-Laid (Grooved) ReflectORIZED Raised Pavement Markings (One-Way, Onetime Continuous Travel within the State of New Mexico by Contractors Crew to Reach Each Site. Mileage to Be Verified By Map Miles by Shortest or Most Reasonable Routes of Travel)	\$10.00	\$4.80	\$10.000
092	100	Hour	Traffic Control Urban (within The Corporate Limits of Urban Areas with 20,000 Population and Over) Required To Complete Work for ReflectORIZED Raised Pavement Markings. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic (Not Including Shadow Vehicle).	\$70.00	\$60.00	\$60.000
093	100	Hour	Traffic Control (Rural Areas) Required to Complete Work For ReflectORIZED Raised Pavement Markings. To Include All Signing and Traffic Channelization Devices for Adequate Handling of Traffic Outside Areas Defined as Urban (Not Including Shadow Vehicle).	\$65.00	\$60.00	\$60.000

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Item	Approx. Qty.	UOM	Article and Description	(AA)	(AB)	(AC)
094	100	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows as Requested By The District Engineer or their designee That May Be Required to Complete Work for Reflectorized Raised Pavement Markings.	\$6.00	\$2.90	\$5.000
095	1	Each	Portable Retroreflectometer Used For Measuring Reflectivity. Delta Light and Optics LTLX W/GPS or Approved Equal.	\$25,400.00	\$28,000.00	No Bid
096	300	S.F.	Materials and Placement of Detectable Warning Systems (Size will vary)	No Bid	\$98.00	No Bid
097	50	S.F.	Removal of Existing Detectable Warning Systems	No Bid	\$56.68	No Bid
098	1000	Mile	Mobilization Required to Complete Work for Detectable Warning Systems	No Bid	\$7.80	No Bid
099	500	Hour	Traffic Control, Urban, Required to Complete Work	No Bid	\$60.00	No Bid
100	500	Hour	Traffic Control, Rural, Required to Complete Work	No Bid	\$60.00	No Bid
101	300	Hour	Trailer Mounted Sequential Flashing Arrows/Flashing Directional Arrows	No Bid	\$2.90	No Bid

*** 101 Items Total ***

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.