SANTA FE COUNTY PRICE AGREEMENT ROAD MAINTENANCE & CONSTRUCTION MATERIALS

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and ASSOCIATED ASPHALT & MATERIALS LLC authorized to do business in the County of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **DEFINITIONS**

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- **D.** "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide Road Maintenance & Construction Materials services to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed hourly rates and prices paid by the County and its Departments for the Road Maintenance & Construction Materials services, and deliverables as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. Purchase. Attachment A of this Price Agreement lists the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. Items Listed on Attachment A. The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2017-0078B-PW/RM.
- C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the items and services.
- **D.** Specifications. The services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2017-0078-PW/RM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).

E. Delivery and Billing Instructions.

- 1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
- 2. Whenever, the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
- 3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Using Department.
- 4. Prices listed in <u>Attachment A</u>, for each item, shall be the fixed prices and rates for the items and services.
- F. Price. Prices listed in <u>Attachment A</u> for each item shall be the price for that item as adjusted as set forth below.

G. Periodic Price Adjustments.

- The price of items shall be subject to adjustment (increase or decrease) pursuant to this subparagraph to account for fluctuations in the costs of the items that are the subject of this Price Agreement. Adjustments to the prices set forth on Attachment A shall occur within 30 days following issuance of the Bureau of Labor Statistics Index Producers Price Index (Not Seasonally Adjusted)(generally referred to herein as "the PPI") by the U.S. Department of Labor, usually every four months. At that time (the record adjustment date), a price adjustment shall be calculated by adding or subtracting the materials price adjustment to the price of each item set forth on Attachment A. The materials price adjustment shall equal the sum of each adjustment, which shall be calculated in accordance with subsection (3) of this Section. Record price adjustment reflecting a decrease in the applicable PPI shall offset previous adjustments resulting from an increase in the applicable PPI. The adjustment shall serve to reduce the price of a particular item in the event that the sum of the adjustments equals a negative number or an increase in the price of an item in the event that the sum of the adjustments equals a positive number.
 - 2. The baseline cost amount for each item set forth on Attachment A shall be as specified on Attachment A (e.g., the price bid for each item). This baseline cost amount shall be used to calculate the adjustments in accordance with subsection (3) of this Section.
 - 3. A record adjustment shall be based on the PPI for that item. At the time of contracting, the specific PPI index for each item shall be identified. On the record adjustment date, record adjustments shall be calculated by multiplying the applicable baseline cost amount associated with the particular item by the record adjustment factor. The record adjustment factor shall be based on the percentage of change in the applicable PPI from the effective date of this Price Agreement (IC) as compared to the applicable PPI on the record adjustment date (IE), and shall be calculated in accordance with the following formula:

Record Adjustment Factor = IE/IC - 1.00

The parties shall execute an amendment to the Price Agreement setting forth each record adjustment within 30 days after the applicable record adjustment date.

3. PAYMENT

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

- A. Inspection. Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within 30 days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items 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. The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices. Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within 30 days. If the 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 Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.
- F. Tax Note. Applicable gross receipts taxes or local option taxes shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four years on the same terms and conditions from the Effective Date.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a subcontractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the 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.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding orders issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

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

15. NOTICE

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

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

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

18. NEW MEXICO TORT CLAIMS ACT.

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

19. INSURANCE.

A. <u>General Conditions</u>. 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 Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 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 Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. <u>Worker's Compensation Insurance.</u> The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. <u>Increased Limits</u>. If, during the life of this Price 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.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

Santa Fe County

Office of the County Attorney

102 Grant Avenue Santa Fe, NM 87501

Santa Fe County Public Works Department

Attn: Eric Giron, Project Manager

102 Grant Avenue

PO Box 276

Santa Fe, NM 87504-0276

To the Contractor:

Associated Asphalt & Materials LLC

Attn: Katherine C. Fishman

3810 Oliver Road Santa Fe, NM 87507

(505) 438-0390

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Miglel M. Chavez, Chair/

Santa Fe County Board of Commissioners

Date

/	ATTESTATION ACTUALISM AND ACTUAL	
	APPROVED AS TO FORM	
	Gregory S. Shaffer Santa Fe County Attorney	10-18-16 Date
	Carole H. Jaramino Santa Fe County Finance Director	Date 10-23-14
	CONTRACTOR Lathenin (Fishman	
0	Signature Kuthanine C. Fishman	10 - 20 - 2016 Date
V (Print Name and Title Print Name and Title Mercuntile Co., Manager of Cossociated Cosphalt! Materials, LLC	

ATTACHMENT A - PRICE SHEETS ASSOCIATED ASPHALT & MATERIALS LLC ROAD MAINTENANCE AND CONSTRUCTION MATERIALS AGREEMENT NO. 2017-0078B-PW/RM

ITEM	EST.	ITEM DESCRIPTION	UNIT	PRICE
#	QTY.			
1000		TYPE 1-B; BASECOURSE		
1	7,500/yr	Material site to be located within 25 mile radius of SANA FE site location:	TON	Waldo Pit \$8.95
2	7,500/yr	Hauling of material from site location listed in Item #1 up to 20 miles using a tandem dump truck	Ton/Mile	\$0.43
3	7,500/yr	Hauling of material from site location listed in Item #1 over 20 miles and up to 40 miles using a tandem dump truck	Ton/Mile	\$0.43
4	7,500/yr	Hauling of material from site location listed in Item #1 up to 20 miles using an end dump or belly dump	Ton/Mile	\$0.30
5	7,500/yr	Hauling of material from site location listed in Item #1 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile	\$0.30
		TYPE 1-B-DR; BASECOURSE	The second second	100
16	7,500/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON	Waldo Pit \$10.10
17	7,500/yr	Hauling of material from site location listed in Item #16 up to 20 miles using a tandem dump truck	Ton/Mile	\$0.43
18	7,500/yr	Hauling of material from site location listed in Item #16 over 20 miles and up to Ton/Mile 40 miles using a tandem dump truck	Ton/Mile	\$0.43
19	7,500/yr	Hauling of material from site location listed in Item #16 up to 20 miles using a end dump or belly dump	Ton/Mile	\$0.30
20	7,500/yr	Hauling of material from site location listed in Item #16 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile	\$0.30
W. Carlo	Section Section	LTHASY XIM LOH AI-dS		
31	7,500/yr	Material site to be located within 25 Mile radius of SANTA FE site location:	TON	Associated Materials \$64.40
32	7,500/yr	Hauling of material from site location listed in Item #31 up to 20 miles using a tandem dump truck	Ton/Mile	\$1.50

PRICE		\$1.50	\$1.00	\$1.00		Associated Materials \$6.50	\$0.43	\$0.43	\$0.30	\$0.30	The State of the	Waldo Pit \$23.00	\$0.43	\$0.43	\$0.30	\$0.30
UNIT		Ton/Mile	Ton/Mile	Ton/Mile		TON	Ton/Mile	Ton/Mile	Ton/Mile	Ton/Mile		TON	Ton/Mile	Ton/Mile	Ton/Mile	Ton/Mile
ITEM DESCRIPTION	SP-IV HOT MIX ASPHALT	Hauling of material from site location listed in Item #31 over 20 miles and up to Ton/Mile 40 miles using a tandem dump truck	Hauling of material from site location listed in Item #31 up to 20 miles using an end dump or belly dump	Hauling of material from site location listed in Item #31 over 20 miles & up to 40 miles using an end dump or belly dump	1/2" HOT MIX ASPHALT NOT MIXED DESIGN FOR PATCHING	Material site to be located within 25 Mile radius of SANTA FE site location:	Hauling of material from site location listed in Item #46 up to 20 miles using a tandem dump truck	Hauling of material from site location listed in Item #46 over 20 miles and up to 40 miles using a tandem dump truck	Hauling of material from site location listed in Item #46 up to 20 miles using an end dump or belly dump	Hauling of material from site location listed in Item #46 over 20 miles & up to 40 miles using an end dump or belly dump	BORROW (BACKFILL) MATERIAL	Material site to be located within 25 mile radius of SANTA FE site location:	Hauling of material from site location listed in Item #61 up to 20 miles using a tandem dump truck	Hauling of material from site location listed in Item #61 over 20 miles and up to 40 miles using a tandem dump truck	Hauling of material from site location listed in Item #61 up to 20 miles using an end dump or belly dump	Hauling of material from site location listed in Item #61 over 20 miles & up to 40 miles using an end dump or belly dump
EST.		7,500/yr	7,500/yr	7,500/yr		7,500/yr	7,500/yr	7,500/yr	7,500/yr	7,500/yr		7,500/yr	7,500/yr	7,500/yr	7,500/yr	7,500/yr
ITEM #		33	34	35		46	47	48	49	20		61	62	63	49	99

a de	TON Waldo Pit \$24.00	Ton/Mile \$0.43		Ton/Mile \$0.43	Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile TON W	Ton/Mile Ton/Mile Ton/Mile TON	Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile	Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile Ton/Mile
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radius of SANTA FE site location:	40 miles using a tandem dump truck Hauling of material from site location listed in Item #76 up to 20 miles using a end dump or belly dump Hauling of material from site location listed in Item #76 over 20 miles & up to 40 miles using an end dump or belly dump 6" to 12" GABION ROCK Material site to be located within 25 mile radius of SANTA FE site location Hauling of material from site location listed in Item #91 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #91 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #91 over 20 miles using a end dump or belly dump Hauling of material from site location listed in Item #91 over 20 miles & up to 40 miles using an end dump or belly dump Z"MINUS FRACTURED ROCK Material site to be located within 25 mile radius of SANTA FE site location landem dump truck Hauling of material from site location listed in Item #106 up to 20 miles using it tandem dump truck Hauling of material from site location listed in Item #106 over 20 miles and up to 40 miles using a tandem dump truck	40 miles using a tandem dump truck Hauling of material from site location listed in Item #76 up to 20 miles using end dump or belly dump Hauling of material from site location listed in Item #76 over 20 miles & up to 6" to 12" GABION ROCK Material site to be located within 25 mile radius of SANTA FE site location and up 6" to 12" GABION ROCK Material site to be located within 25 mile radius of SANTA FE site location is tendem dump truck Hauling of material from site location listed in Item #91 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #91 up to 20 miles using a tend dump or belly dump 40 miles using an end dump or belly dump 2"MINUS FRACTURED ROCK Material site to be located within 25 mile radius of SANTA FE site location tandem dump truck Hauling of material from site location listed in Item #106 up to 20 miles using tandem dump truck Hauling of material from site location listed in Item #106 up to 20 miles using tandem dump truck Hauling of material from site location listed in Item #106 up to 20 miles using to 40 miles using a landem dump truck Hauling of material from site location listed in Item #106 up to 20 miles using an end dump or belly dump
139			1														
t	7,500/yr	7,500/yr	7,500/yr		7,500/yr												
_	92	77	78	-	62		7.00	100	353								

PRICE		Associated	Asphalt \$28.00	\$0.43	\$0.43	\$0.30	\$0.30		Waldo Pit \$19.00	\$0.43	\$0.43	\$0.30	\$0.30		Waldo Pit \$18.00	\$0.43	\$0.43	\$0.30	\$0.36
UNIT		LON	•	Ton/Mile	Ton/Mile	Ton/Mile	Ton/Mile	Despeta ST	TON	Ton/Mile	Ton/Mile	Ton/Mile	Ton/Mile	SH AND	TON	Ton/Mile	Ton/Mile	Ton/Mile	Ton/Mile
ITEM DESCRIPTION	2"MINUS ROUND ROCK	Material site to be located within 25 mile radius of SANTA FE site location:		Hauling of material from site location listed in Item #121 up to 20 miles using a tandem dump truck	Hauling of material from site location listed in Item #121 over 20 miles and up	Hauling of material from site location listed in Item #121 up to 20 miles using an end dump or belly dump	Hauling of material from site location listed in Item #121 over 20 miles & up to 40 miles using an end dump or belly dump	SURFACE AGGREGATE MATERIAL 3/8" CHIPS	Material site to be located within 25 mile radius of SANTA FE site location:	Hauling of material from site location listed in Item #136 up to 20 miles using a tandem dump truck	Hauling of material from site location listed in Item #136 over 20 miles and up to 40 miles using a tandem dump truck	Hauling of material from site location listed in Item #136 up to 20 miles using an end dump or belly dump	Hauling of material from site location listed in Item #136 over 20 miles & up to 40 miles using an end dump or belly dump	SURFACE AGGREGATE MATERIAL 1/2" CHIPS	Material site to be located within 25 mile radius of SANTA FE site location:	Hauling of material from site location listed in Item #151 up to 20 miles using a tandem dump truck	Hauling of material from site location listed in Item #151 over 20 miles and up to 40 miles using a tandem dump truck	Hauling of material from site location listed in Item #151 up to 20 miles using an end dump or belly dump	Hauling of material from site location listed in Item #151 over 20 miles & up to 40 miles using an end dump or belly dump
EST. OTY.	STATE OF THE PARTY OF	7,500/yr		7,500/yr	7,500/yr	7,500/yr	7,500/уг		7,500/yr	7,500/yr	7,500/yr	7,500/yr	7,500/yr		7,500/yr	7,500/yr	7,500/yr	7,500/yr	7,500/yr
ITEM #		121		122	123	124	125	Control	136	137	138	139	140		151	152	153	154	155

7,500/yr Hauling of material from site location listed in Item #166 up to 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #166 up to 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #166 over 20 miles using a Ton/Mile \$0.30 7,500/yr Hauling of material from site location listed in Item #166 over 20 miles using a mend dump or belly dump 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a mend dump or belly dump 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a mend dump or belly dump 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile \$0.30 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile \$0.30 7,500/yr Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile \$0.30 7,500/yr Hauling of material from site location listed in Item #186 over 20 miles using a Ton/Mile \$0.30 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using a london dump truck 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using a Ton/Mile \$0.43 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using a london dump truck 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using a london dump or belly dump 7,500/yr Hauling of material from site location listed in Item #196 over 20 miles using	EST. QTY.	ITEM DESCRIPTION	UNIT	PRICE
Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #166 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #166 over 20 miles and up Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #166 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump SURFACE AGGREGATE MATERIAL 34" CHIPS Material site to be located within 25 mile radius of SANTA FE site location: TON/Mile Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile Hauling of material from site location listed in Item #181 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #181 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #181 up to 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #186 up to 20 miles using a Ton/Mile Material site to be located within 25 mile radius of SANTA FE site location: TON Material site to be located within 25 mile radius of SANTA FE site location: Ton/Mile Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles using Hauling of material from site location listed in Item #196 up to 20 miles using Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile	11/10	SURFACE AGGREGATE MATERIAL 5/8" CHIPS	The State of the S	
Hauling of material from site location listed in Item #166 up to 20 miles using a Tou/Mile landem dump truck Hauling of material from site location listed in Item #166 over 20 miles and up Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #166 up to 20 miles using Ton/Mile an end dump or belly dump SURRACE AGGRECATE MATERIAL 3/4" CHIPS Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile and many truck Hauling of material from site location listed in Item #181 up to 20 miles using Ton/Mile Hauling of material from site location listed in Item #181 up to 20 miles using Ton/Mile an end dump or belly dump S" MINUS PITRIUN MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #181 over 20 miles using Ton/Mile an end dump or belly dump S" MINUS PITRIUN MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile frandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile hauling of material from site location listed in Item #196 over 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles using Prof. Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles wing Ton/Mile an end dump or belly dump	<u> </u>	Material site to be located within 25 mile radius of SANTA FE site location:	TON	Waldo Pit \$18.00
Hauling of material from site location listed in Item #166 over 20 miles and up Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #166 over 20 miles & up to Ton/Mile an end dump or belly dump SURFACE AGGREGATE MATERIAL 3/4" CHIPS Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 over 20 miles using a Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #181 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile an end dump or belly dump S"MINUS PITIRIUM MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: TON wile tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a fundem dump truck Hauling of material from site location listed in Item #196 over 20 miles with to Ton/Mile	片		Ton/Mile	\$0.43
Hauling of material from site location listed in Item #166 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #186 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump SURFACE AGGREGATE MATERIAL 3/4" CHIPS Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 over 20 miles and up Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile an end dump or belly dump S" MINUS PIT'RUN MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing	ᄎ	ng of material from site location listed in Item #166 over 20 miles and up miles using a tandem dump truck	Ton/Mile	\$0.43
Hauling of material from site location listed in Item #166 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump SURFACE AGGREGATE MATERIAL 3/4" CHIPS Material site to be located within 25 mile radius of SANTA FE site location: Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 over 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #186 up to 20 miles using a Ton/Mile 40 miles using an end dump or belly dump Material site to be located within 25 mile radius of SANTA FE site location: S" MINUS PITTRUN MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: Hauling of material from site location listed in Item #196 over 20 miles and up Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing Hauling of material from site location listed in Item #196 over 20 miles wing or Ton/Mile	/yr	Hauling of material from site location listed in Item #166 up to 20 miles using an end dump or belly dump	Ton/Mile	\$0.30
Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 over 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile tandem dump truck Hauling of material from site location listed in Item #196 over 20 miles and up Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 over 20 miles using a Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile an end dump or belly dump	/yr	Hauling of material from site location listed in Item #166 over 20 miles & up to 40 miles using an end dump or belly dump	Ton/Mile	\$0.30
Material site to be located within 25 mile radius of SANTA FE site location: Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 up to 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #180 over 20 miles & up to Ton/Mile Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile landem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile landem of material from site location listed in Item #196 up to 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile an end dump or belly dump		SURFACE AGGREGATE MATERIAL 3/4" CHIPS		
Hauling of material from site location listed in Item #181 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 over 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using Ton/Mile hauling of material from site location listed in Item #196 over 20 miles using Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles using Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile	/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON	Waldo Pit \$18.00
Hauling of material from site location listed in Item #181 over 20 miles and up to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #181 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to 7 nor/Mile 40 miles using an end dump or belly dump Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to 7 nor/Mile an end dump or belly dump	/yr	ng of material from site location listed in Item #181 up to 20 miles using a n dump truck	Ton/Mile	\$0.43
Hauling of material from site location listed in Item #181 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump S. MINUS PITRUN MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #196 over 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile an end dump or belly dump	/yr	ng of material from site location listed in Item #181 over 20 miles and up miles using a tandem dump truck	Ton/Mile	\$0.43
Hauling of material from site location listed in Item #181 over 20 miles & up to Ton/Mile 5" MINUS PIT'RUN MATERIAL Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a nor dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile an end dump or belly dump	/yr		Ton/Mile	\$0.30
Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump	/yr	-	Ton/Mile	\$0.30
Material site to be located within 25 mile radius of SANTA FE site location: TON Hauling of material from site location listed in Item #196 up to 20 miles and up Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump		5" MINUS PIT RUN MATERIAL	THE SOUTH	January Com
Hauling of material from site location listed in Item #196 up to 20 miles using a Ton/Mile tandem dump truck Hauling of material from site location listed in Item #196 over 20 miles and up Ton/Mile Hauling of material from site location listed in Item #196 up to 20 miles using an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump	/yr	Material site to be located within 25 mile radius of SANTA FE site location:	TON	Waldo Pit \$15.00
Hauling of material from site location listed in Item #196 over 20 miles and up Ton/Mile to 40 miles using a tandem dump truck Hauling of material from site location listed in Item #196 up to 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump	/yr	-	Ton/Mile	\$0.43
Hauling of material from site location listed in Item #196 up to 20 miles using Ton/Mile an end dump or belly dump Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump)/yr		Ton/Mile	\$0.43
Hauling of material from site location listed in Item #196 over 20 miles & up to Ton/Mile 40 miles using an end dump or belly dump	/yr		Ton/Mile	\$0.30
	/yr		Ton/Mile	\$0.30