

- 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 \$1,000,000 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. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. 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), the Contractor shall increase the maximum limits of any insurance required herein.

**20. APPLICABLE LAW; CHOICE OF LAW.**

A. 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.

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

**21. 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.

**22. 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 a party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

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

**24. 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 Public Works Department  
Attn: John Baca, Traffic Manager  
102 Grant Avenue  
PO Box 276  
Santa Fe, New Mexico 87504-0276

**To the Contractor:**

Avery Dennison  
Attn: Dan Zampa  
7542 N. Natchez Ave  
Niles, Illinois 60714

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.

**25. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS.** The Contractor hereby irrevocably appoints CT Corporation System, 206 S. Coronado Ave, Espanola, NM 87532 a New Mexico resident company as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

**IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto:**

**SANTA FE COUNTY:**

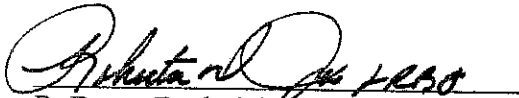
\_\_\_\_\_  
Anna Hansen, Chair  
Santa Fe County Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

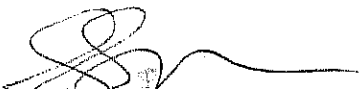
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

11-9-18  
Date

Finance Department:

  
\_\_\_\_\_  
Stephanie S. Clarke  
Finance Department

11/13/18  
Date

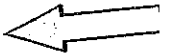
**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)





**ATTACHMENT A**  
**BID SHEETS**  
**PURCHASE AND DELIVERY**  
**OF REFLECTIVE SIGN & PAVEMENT MARKING MATERIAL**

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	10,000	SF	Non-reflective sheeting (Vinyl film) and border material, all standard colors, white and black series.	\$0.52	Fifty-two cents
2	9,000	SF	Acrylic, colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, white and black series.	\$0.67	Sixty-seven cents
3	375	SF	Protective overlay film solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.	\$1.20	One dollar and twenty cents
4	500	SF	Transparent protective overlay film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.	\$1.20	One dollar and twenty cents
5	9,000	SF	Prismatic reflective sheeting and border material ASTM Type IV, all standard colors.	\$0.75	Seventy-five cents
6	9,000	SF	Prismatic reflective sheeting and border material ASTM Type VIII, all standard colors	\$1.15	One dollar and fifteen cents
7	3,000	SF	Prismatic reflective sheeting and border material, florescent yellow-green and yellow ASTM Type VIII.	\$1.30	One dollar and thirty cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
8	3,000	SF	Prismatic reflective sheeting, florescent orange ASTM Type VIII.	\$1.25	One dollar and twenty-five cents
9	10,000	SF	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.	\$1.45	One dollar and forty-five cents
10	7,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent yellow-green, and yellow, ASTM Type IX.	\$1.50	One dollar and fifty cents
11	3,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent orange, ASTM Type IX.	\$1.50	One dollar and fifty cents
12	7,000	SF	Prismatic reflective sheeting and border material, ASTM Type XI (DG3), all standard colors.	\$1.74	One dollar and seventy-four cents
13	7,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent yellow-green and yellow, ASTM Type XI.	\$1.74	One dollar and seventy-four cents
14	3,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent orange, ASTM Type XI.	\$1.74	One dollar and seventy-four cents
15	1,800	SF	Barricade pre-stripe reflective sheeting white and orange rolls 4 inch and 6 inch stripe, left or right, high intensity prismatic sheeting ASTM Type IV.	\$1.25	One dollar and twenty-five cents
16	10,000	SF	Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	\$0.14	Fourteen cents
17	800	SF	Clear Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	\$0.14	Fourteen cents
18	1,000	LF	Pavement marking tape, 4 inch temporary removable, detour grade, yellow and white, Type 1.		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
19	20	EA	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight Arrow		
20	60	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Curve right or left arrow (as specified at time of order)		
21	20	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Only" Legend		
22	50	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "School" Legend		
23	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Stop" Legend		
24	15	EA	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "RR XNG" Legend		
25	10	EA	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" Legend		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
26	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Right" Legend		
27	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Left" Legend		
28	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Turn" Legend		
29	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Ahead" Legend		
30	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "PED" Legend		
31	65	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "XING" Legend		
32	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Signal" Legend		



Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
33	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Exit" Legend		
34	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "MPH" Legend		
35	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Numeral 0 to 9 (as specified at time of order)		
36	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Elongated straight arrow		
37	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Elongated arrow right or left (as specified at time of order)		
38	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Fillet right (for elongated combination right arrow) or Fillet left (for elongated combination left arrow) (as specified at time of order)		
39	7,000	SF	Pre-formed pavement markings, retro-reflective, white & yellow Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Roll goods for stop bars, crosswalks, striping tape 60 mil., etc (not incl. primer)		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
40	800	SF	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Non-standard (custom) legends not referenced in bid (not including primer)		
41	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. "Bike" legend		
42	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 4'		
43	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 6'		
44	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 8'		
45	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "HWY" Legend		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
46	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 5' Bike straight arrow legend		
47	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. RR-Xing kit		
48	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pavement markings, retro-reflective, Type I, with no "surface preparation adhesive" required as per manufacturer's recommendations.		
49	1,000	SF	Pre-formed thermoplastic linear material, 125 millimeter thickness. No pre-heating of road surface required.		
50	6,000	SF	Pre-formed thermoplastic legends, 125 millimeter thickness. No pre-heating of road surface required.		
51	1,000	SF	Pre-formed thermoplastic linear material, 125 millimeters thickness. Pre-heating of road surface required.		
52	1,000	SF	Pre-formed thermoplastic legends, 125 millimeters thickness. Pre-heating of road surface required.		
53	4	EA	Heat gun for applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.		
54	6,000	LF	Barrier delineation system -retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications, 4 or 6 inch widths, standard colors.		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
55	6,000	LF	Barrier delineation system-retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications, 4 or 6 inch widths, florescent colors.		
56	800	EA	Reflective raised pavement markers, two-way (colors to be specified at time of ordering)		
57	800	EA	Reflective raised pavement markers, one-way (color to be specified at time of ordering)		
58	20	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Straight arrow</b> MFGR's product name: 3M 380 IES.		
59	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. <b>Curve right or curve left arrow</b> MFGR's product name: 3M 380 IES		
60	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. <b>"Only" legend</b> MFGR's product name: 3M 380 IES		
61	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. <b>"School" legend</b> MFGR's product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
62	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Stop" legend MFGR's product name: 3M 380 IES		
63	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. RR Xing kit legend MFGR's product name: 3M 380 IES		
64	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" legend MFGR's product name: 3M 380 IES		
65	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Right" legend MFGR's product name: 3M 380 IES		
66	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Left" legend MFGR's product name: 3M 380 IES		
67	7	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Turn" legend MFGR's product name: 3M 380 IES		

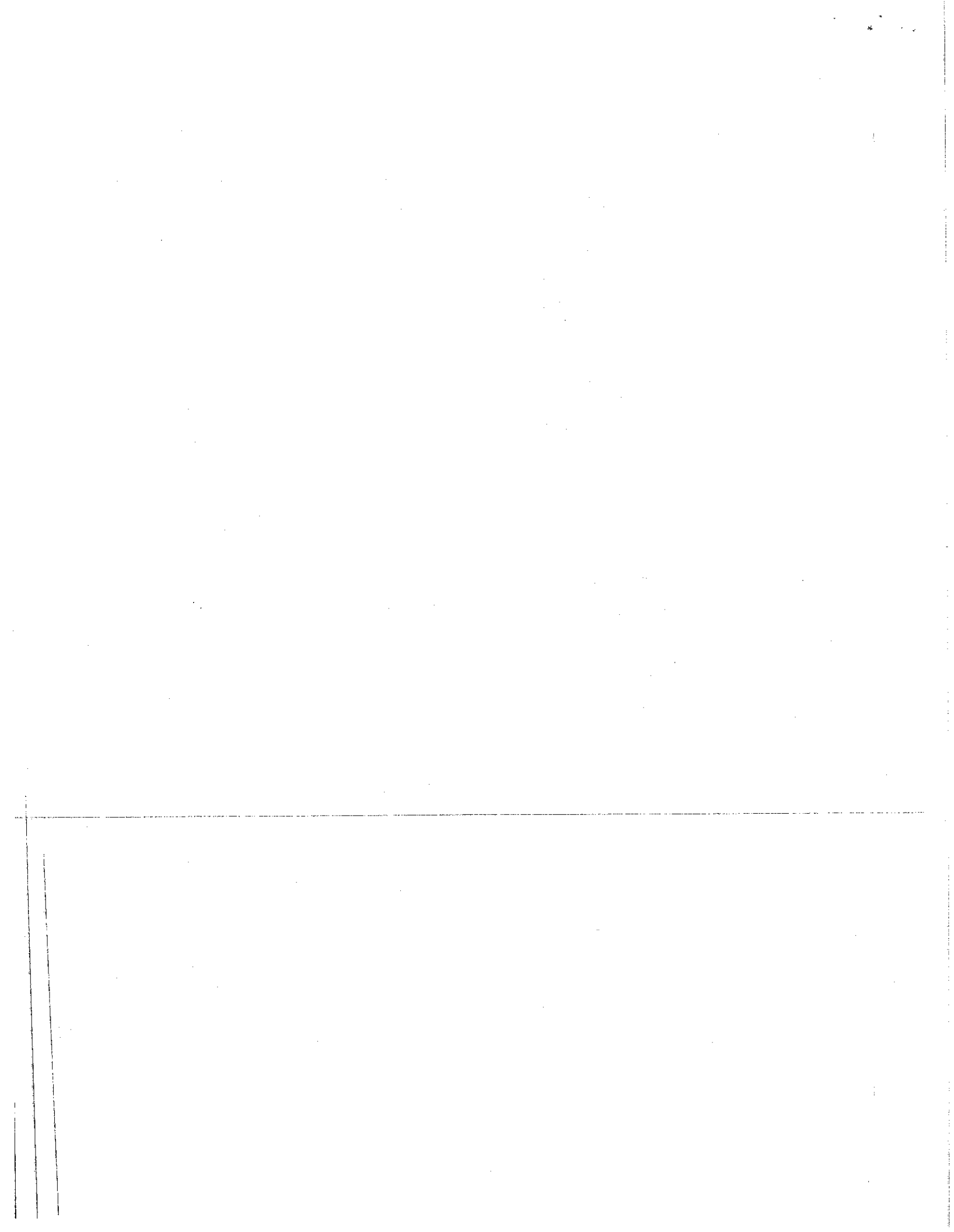
Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
68	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Ahead" legend MFGR's product name: 3M 380 IES		
69	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "PED" legend MFGR's product name: 3M 380 IES		
70	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Xing" legend MFGR's product name: 3M 380 IES		
71	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Signal" legend MFGR's product name: 3M 380 IES		
72	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Exit" legend MFGR's product name: 3M 380 IES		
73	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "MPH" legend MFGR's product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
74	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Numeral 0 to 9" (as specified at time of ordering) MFGR's product name: 3M 380 IES		
75	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Elongated straight arrow" MFGR's product name: 3M 380 IES		
76	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Elongated straight arrow right or left" (as specified at time of ordering) MFGR's product name: 3M 380 IES		
77	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Fillet right" - for elongated combination each right arrow, or "Fillet left" - for elongated combination each left arrow, (as specified at time of ordering) MFGR's product name: 3M 380 IES		
78	8,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, white and yellow, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Roll goods for stop bars, crosswalks, striping tape, etc. (not including primer) MFGR's product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
79	1,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Non-standard (custom) legends not referenced in bid (not including primer) MFGR's product name: 3M 380 IES		
80	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 "Bike" legend (not including primer) MFGR's product name: 3M 380 IES		
81	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 4' (not including primer) MFGR's product name: 3M 380 IES		
82	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 6' (not including primer) MFGR's product name: 3M 380 IES		



Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
33	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 <b>Bike rider symbol 8'</b> (not including primer) MFGR's product name: 3M 380 IES		
34	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. <b>"HWY" legend</b> (not including primer) MFGR's product name: 3M 380 IES		
35	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>5' Bike straight arrow</b> (not including primer) MFGR's product name: 3M 380 IES		
36	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. <b>RR-Xing kit</b> (not including primer) MFGR's product name: 3M 380 IES		
37	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation" required per manufacturer's recommendations.		



**PRICE AGREEMENT  
WITH 3M COMPANY FOR PURCHASE AND DELIVERY OF  
REFLECTIVE SIGN AND PAVEMENT MARKING MATERIAL**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "County") and **3M Company**, 3M Center Building 225-4N-14, St. Paul, Minneapolis, 55144-1000 (hereinafter "Contractor").

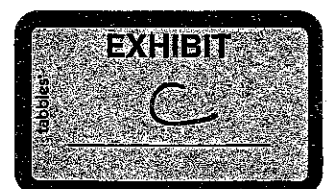
**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide reflective sign and pavement marking material to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed prices paid by the County and its Departments for reflective sign and pavement marking material as described in Attachment A.

**2. GOODS TO BE PROVIDED**

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's supply and delivery of reflective sign and pavement marking material. Attachment A also indicates any specifications required for the items 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 item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2019-0004-C-PWMAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items 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 items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders for, IFB No. 2019-0004-PW/MAM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
  - 1. The Contractor shall supply and deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
  - 2. Whenever, the 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 Department.
4. Prices listed in Attachment A shall be the fixed prices for the items.

3. **PAYMENT.** All payments under this Price Agreement are subject to the following provisions:
- A. **Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
  - B. **Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2.E.3. above, the item or deliverables 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. **Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
  - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. 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 the 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 written evidence of such exemption(s).

4. **TERM OF THIS AGREEMENT.** This Agreement shall become effective on the date last signature by the parties hereto and shall terminate four years later, unless earlier terminated pursuant to Section 6 (Termination) or Section 11 (Appropriations and Authorizations).

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 items 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 sub-contractor, 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 sub-contractors 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 Termination 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 order(s) 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.** Except for amendment affecting price(s), this Price Agreement may 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 Disclosure 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 all 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 embodied 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. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 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. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. 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), the Contractor shall increase the maximum limits of any insurance required herein.

**20. APPLICABLE LAW; CHOICE OF LAW.**

A. 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.

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

**21. 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.

**22. 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 a party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

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

**24. 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 Public Works Department  
Attn: John Baca, Traffic Manager  
102 Grant Avenue  
PO Box 276  
Santa Fe, New Mexico 87504-0276

**To the Contractor:**

3M Company  
Attn: Gini Bergstrom  
3M Center Building 225-4N-14  
St. Paul, Minneapolis 55144-1000

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.

**25. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS.** The Contractor hereby irrevocably appoints Corporation Service Company, 123 East Marcy Street, Santa Fe, NM 87501, a New Mexico resident company as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

**IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto:**

**SANTA FE COUNTY:**

\_\_\_\_\_  
Anna Hansen, Chair  
Santa Fe County Board of County Commissioners

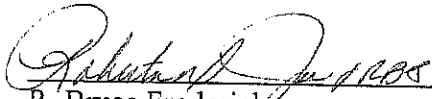
**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

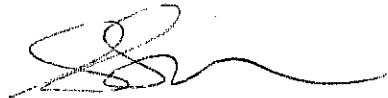


Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

11-9-18  
Date

Finance Department:

  
\_\_\_\_\_  
Stephanie S. Clarke  
Finance Department

11/13/18  
Date



**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)



## ATTACHMENT A

**UNIT PRICING  
PURCHASE AND DELIVERY  
OF REFLECTIVE SIGN & PAVEMENT MARKING MATERIAL**

Unit prices indicated below include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees, freight and any other items necessary to complete the services.

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	10,000	SF	Non-reflective sheeting (Vinyl film) and border material, all standard colors, white 3M# 3650/7725 and black series.	3650 \$0.54	Fifty four cents
				7725 \$0.72	Seventy two cents
2	9,000	SF	Acrylic, colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, white 3M #1170 and black series.	\$0.65	Sixty five cents
3	375	SF	Protective overlay film solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting. 3M# 1160	\$1.27	One dollar and twenty-seven cents
4	500	SF	Transparent protective overlay film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film 3M# 1160 and process inks used in sign sheeting.	\$1.27	One dollar and twenty-seven cents
5	9,000	SF	Prismatic reflective sheeting and border material ASTM Type IV, 3M# 3930 all standard colors.	\$0.73	Seventy-three cents
6	9,000	SF	Prismatic reflective sheeting and border material ASTM Type VIII, 3M# 3940 all standard colors	\$1.30	One dollar and thirty cents
7	3,000	SF	Prismatic reflective sheeting and border material, florescent yellow-green and 3M# 3921/ yellow ASTM Type VIII. 3M# 3923	\$1.30	One dollar and thirty cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
8	3,000	SF	Prismatic reflective sheeting, florescent 3M# 3942S orange ASTM Type VIII.	\$1.30	One dollar and thirty cents
9	10,000	SF	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), 3M# 3990. all standard colors.	\$1.30	One dollar and thirty cents
10	7,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent yellow-green, and yellow, ASTM Type IX. 3M# 3981/#3983	\$1.30	One dollar and thirty cents
11	3,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent orange, ASTM Type IX. 3M# 4084 FI orange	\$1.79	One dollar and seventy-nine cents
12	7,000	SF	Prismatic reflective sheeting and border material, ASTM Type XI (DG3), 3M# 4090 all standard colors. series	\$1.79	One dollar and seventy-nine cents
13	7,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent: yellow-green and yellow, ASTM Type XI. 3M# 4081/4083	\$1.79	One dollar and seventy-nine cent
14	3,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent orange, 3M# 4084 ASTM Type XI.	\$1.79	One dollar and seventy-nine cents
15	1,800	SF	Barricade pre-stripe reflective sheeting white and orange rolls 4 inch and 6 inch stripe, left or right, high intensity prismatic sheeting ASTM Type IV. 3M# 3334L/3334R or #3336L/3336R	\$1.47	One dollar and forty-seven cents
16	10,000	SF	Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing 3M SCPS-2 and onto traffic signs.	\$0.14	Fourteen cents
17	300	SF	Clear Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing 3M# TPMS and onto traffic signs.	\$0.25	Twenty-five cents
18	1,000	LF	Pavement marking tape, 4 inch temporary removable, detour grade, yellow and white, 3M# 711 Type 1.	\$2.15	Two dollars and fifteen cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
19	20	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series Straight Arrow	\$108.17 each comes in 4/pk	One hundred eight dollars and seventeen cents
20	60	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Curve right or left arrow 3M# L270ES Series (as specified at time of order)	\$150.78 each comes in 4/pk	One hundred fifty dollars and seventy-eight cents
21	20	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Only" Legend	\$242.55 each comes in 2/pk	Two hundred forty two dollars and fifty-five cents
22	50	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "School" Legend	\$419.55	Four hundred nineteen dollars and fifty-five cents
23	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Stop" Legend	\$301.56	Three hundred one dollar and fifty-six cents
24	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "RR XNG" Legend	\$629.34	Six hundred twenty nine dollars and thirty-four cents
25	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series Letter "R" Legend	\$85.22 each comes in 2/pk	Eighty five dollars and twenty-two cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
26	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Right" Legend	\$150.78 each comes in 4/pk	One hundred fifty dollars and seventy-eight cents
27	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Left" Legend	\$150.78 each comes in 4/pk	One hundred fifty dollars and seventy-eight cents
28	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Turn" Legend 8 foot	\$173.32	One hundred seventy three and thirty-two cents
29	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Ahead" Legend	\$354.00	Three hundred fifty four dollars and no cents
30	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "PED" Legend 8 foot	\$129.99	One hundred twenty nine dollars and ninety-nine cents
31	65	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "XING" Legend	\$294.89	Two hundred ninety four dollars and ninety-nine cents
32	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Signal" Legend 8 foot	\$259.98	Two hundred fifty nine dollars and ninety-eight cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
33	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "Exit" Legend 8 foot	\$173.32	One hundred seventy three dollars and thirty-two cents
34	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "MPH" Legend 8 foot	\$129.99	One hundred twenty nine dollars and ninety-nine cents
35	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series Numeral 0 to 9 (as specified at time of order)	\$43.33	Forty three dollars and thirty-three cents
36	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L380ES Series Elongated straight arrow	\$357.28 each comes in 2/pk	Three hundred fifty seven dollars and twenty-eight cents
37	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Elongated arrow right or left 3M# L270ES Series (as specified at time of order)	\$262.22 each comes in 2/pk	Two hundred sixty two dollars and twenty-two cents
38	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Fillet right (for elongated combination right arrow) or Fillet left (for elongated combination left arrow) 3M# L380ES Series (as specified at time of order)	Two arrows \$357.28 straight \$386.78 curved total: \$744.06 each in 2/pk	Seven hundred forty four dollars and six cents
39	7,000	SF	Pre-formed pavement markings, retro-reflective, white & yellow Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Roll goods for stop bars, crosswalks, striping tape 60 mil., etc (not incl. primer) 3M# L270ES Series	\$3.63	Three dollars and sixty-three cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
40	800	SF	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Non-standard (custom) legends not referenced 3M# L270ES Series in bid (not including primer)	\$3.63	Three dollars and sixty-three cents
41	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication 3M# L270ES Series HTO-20. "Bike" legend	\$281.88	Two hundred eight one dollars and eighty-eight cents
42	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 3M# L270ES Series Bike rider symbol 4'	\$91.77 each comes in 2/pk	Ninety one dollars and seventy-seven cents
43	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 3M# L270ES Series Bike rider symbol 6'	\$147.50 each comes in 2/pk	One hundred forty seven dollars and fifty cents
44	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 3M# L270ES Series Bike rider symbol 8'	\$173.32	One hundred seventy three dollars and thirty-two cents
45	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series "HWY" Legend 8 foot	\$129.99	One hundred twenty nine dollars and ninety-nine cents



Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
46	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 3M# L270ES Series 6' Bike straight arrow legend	\$72.11 each comes in 2/pkg	Seventy two dollars and eleven cents
47	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# L270ES Series RR-Xing kit	\$629.34	Six hundred twenty nine dollars and thirty-four cents
48	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pavement markings, retro-reflective, Type I, with no "surface preparation adhesive" required as per manufacturer's recommendations. 3M# SPA60/P50	P-50 - \$58.56/gal SPA60 - \$66.40/gal comes in 5 gal container	Fifty eight dollars and fifty-six cents Sixty six dollars and forty cents
49	1,000	SF	Pre-formed thermoplastic linear material, 125 millimeter thickness. No pre-heating of road surface required.	NO BID	NO BID
50	6,000	SF	Pre-formed thermoplastic legends, 125 millimeter thickness. No pre-heating of road surface required.	NO BID	NO BID
51	1,000	SF	Pre-formed thermoplastic linear material 125 millimeters thickness. Pre-heating of road surface required.	NO BID	NO BID
52	1,000	SF	Pre-formed thermoplastic legends, 125 millimeters thickness. Pre-heating of road surface required.	NO BID	NO BID
53	4	EA	Heat gun for applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	NO BID	NO BID
54	6,000	LF	Barrier delineation system --retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications. OS 340 Series 4 or 6 inch widths, standard colors.	\$6.07 each/ 4" 50/carton \$7.81 each /6" 50 carton	Six dollars and seven cents Seven dollars and eight-one cent.

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
55	6,000	LF	Barrier delineation system-retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications, 4 or 6 inch widths, florescent colors. LDS 340 Series	\$ 7.81 each/ 4" FL Colors \$ 9.54 each/6" FL Colors 50 per carton	Seven dollars and eighty-one cents  Nine dollars and fifty-four cents
56	800	EA	Reflective raised pavement markers, two-way (colors to be specified) 3M# 290 RPM at time of ordering)	\$1.01 each 100/carton	One dollar and one cent
57	800	EA	Reflective raised pavement markers, one-way (color to be specified) 3M# 290 RPM at time of ordering)	\$1.01 each 100/carton	One dollar and one cent
58	20	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight arrow MFGR's product name: 3M 380 IES.	\$177.00 each comes in 4/pk	One hundred seventy seven dollars and no cents.
59	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Curve right or curve left arrow MFGR's product name: 3M 380 IES	\$258.95 each comes in 4/pk	Two hundred fifty eight dollars and ninety-five cents
60	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Only" legend MFGR's product name: 3M 380 IES	\$416.28 each comes in 2/pk	Four hundred sixteen dollars and twenty-eight cents
61	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "School" legend MFGR's product name: 3M 380 IES	\$681.77	Six hundred eighty one dollars and seventy-seven cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
62	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Stop" legend MFGR's product name: 3M 380 IES	\$472.00	Four hundred seventy two dollars and no cents
63	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. RR Xing kit legend MFGR's product name: 3M 380 IES	\$819.44	Eight hundred nineteen dollars and forty-four cents
64	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" legend MFGR's product name: 3M 380 IES	\$124.55 each comes in 2/pk	One hundred twenty four dollars and fifty-five cents
65	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Right" legend MFGR's product name: 3M 380 IES	\$258.95 each pack of 4	Two hundred fifty eight dollars and ninety-five cents
66	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Left" legend MFGR's product name: 3M 380 IES	\$258.95 each pack of 4	Two hundred fifty eight dollars and ninety-five cents
67	7	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Turn" legend 8 foot MFGR's product name: 3M 380 IES	\$190.12	One hundred ninety dollars and twelve cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
68	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Ahead" legend MFGR's product name: 3M 380 IES	\$583.44	Five hundred eighty three dollars and forty-four cents.
69	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "PED" legend MFGR's product name: 3M 380 IES	\$629.35	Six hundred twenty nine dollars and thirty-five cents
70	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Xing" legend MFGR's product name: 3M 380 IES	\$452.34	Four hundred fifty two dollars and thirty-four cents
71	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Signal" legend 8 foot MFGR's product name: 3M 380 IES	\$285.18	Two hundred eighty five dollars and eighteen cents
72	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Exit" legend 8 foot MFGR's product name: 3M 380 IES	\$190.12	One hundred ninety dollars and twelve cents
73	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "MPH" legend 8 foot MFGR's product name: 3M 380 IES	\$142.59	One hundred forty two dollars and fifty-nine cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
74	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Numeral 0 to 9" 8 foot (as specified at time of ordering) MFGR's product name: 3M 380 IES	\$47.53	Forty seven dollars and fifty-three cents
75	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Elongated straight arrow". MFGR's product name: 3M 380 IES	\$357.28 each comes in 2/pk	Three hundred fifty seven dollars and twenty-eight cents
76	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Elongated straight arrow right or left (as specified at time of ordering) MFGR's product name: 3M 380 IES	\$386.78 each comes in 2/pk	Three hundred eight six dollars and seventy-eight cents
77	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Fillet right" - for elongated combination each right arrow or "Fillet left" - for elongated combination each left arrow, (as specified at time of ordering) MFGR's product name: 3M 380 IES	Two arrows \$357.28 straight \$386.78 curved total: \$744.06 each in 2/pk	Seven hundred forty four dollars and six cents
78	8,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, white and yellow, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Roll goods for stop bars, crosswalks, striping tape, etc. (not including primer) MFGR's product name: 3M 380 IES	\$6.97	Six dollars and ninety-seven cent

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
79	1,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. <b>Non-standard (custom) legends not referenced in bid (not including primer)</b> MFGR's product name: 3M 380 IES	\$6.97	Six dollars and ninety-seven cents
80	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 <b>"Bike" legend 8 foot</b> (not including primer) MFGR's product name: 3M 380 IES	\$190.12	One hundred ninety dollars and twelve cents
81	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 <b>Bike rider symbol 4'</b> (not including primer) MFGR's product name: 3M 380 IES	\$136.70 each comes in 2/pk	One hundred thirty six dollars and seventy cents
82	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 <b>Bike rider symbol 6'</b> (not including primer) MFGR's product name: 3M 380 IES	\$242.55 each come in 2/pk	Two hundred forty two dollars and fifty-five cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
83	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 8' (not including primer) MFGR's product name: 3M 380 IES	\$190.12	One hundred ninety dollars and twelve cents
84	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "HWY" legend 8 foot (not including primer) MFGR's product name: 3M 380 IES	\$142.59	One hundred forty two dollars and fifty-nine cents
85	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 6' Bike straight arrow (not including primer) MFGR's product name: 3M 380 IES	\$111.44 each comes in 2/pk	One hundred eleven dollars and forty-four cents
86	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. RR-Xing kit (not including primer) MFGR's product name: 3M 380 IES	\$819.44	Eight hundred nineteen dollars and forty-four cents
87	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation" required per manufacturer's recommendations.	P-50 - \$58.56/gal SPA60 - \$66.40/gal comes in 5 gal container	Fifty eight dollars and fifty-six cents Sixty six dollars and forty cent

3M# SPA60/  
P-50







