



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
0000018177
Dustrol, Inc.
PO Box 209, 1201 East Main
Towanda, KS 67144
Email: smorlan@dustrol.com
Telephone: (817) 271-3109

Number: **00-80500-20-16824**

Amendment No.: **One**

Term: **April 24, 2020 – April 23, 2022**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **Raelynn.lujan@state.nm.us**

Invoice:
New Mexico Department of Transportation
As Requested at Time of Order

For questions regarding this contract please contact:
Angela Martinez (505) 270-7940

Title: Hot In-Place Recycling of Asphalt Pavements

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 24, 2021 to April 23, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: *2/11/2021*

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor:

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PO Box 309, 1201 East Main

Towanda, KS 67144

E-mail: smorlan@dustrol.com

Telephone No.: (817) 271-3109

Price Agreement Number: 00-80500-20-16824

Payment Terms: Net 30

F.O.B.: As Requested

Delivery: As Requested

Ship To:

New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:

New Mexico Department of Transportation
As Requested at Time of Order

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: **Hot In Place Recycling of Asphalt Pavements**

Term: **April 24, 2020 thru April 23, 2021**

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

Accepted for the State of New Mexico

Valerie Paulek for
Mark Hayden, New Mexico State Purchasing Division

Date: 4/24/2020

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Price Agreement #: 00-80500-20-16824

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenwemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

Specifications:

Hot in Place Recycling of Asphalt Pavement

Establish a Price Agreement for Hot In Place Recycling of Asphalt Pavements for the New Mexico Department of Transportation. This work consists of recycling the existing in-place asphalt surface in a multi-step process of heating, milling, rejuvenating, spreading, leveling and compacting the existing Hot Mix Asphalt (HMA) pavement. This price agreement includes materials, labor and equipment as per the specifications contained herein.

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

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

For purposes of this price agreement, "Department" is understood to be the New Mexico Department of Transportation.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Contractors shall obtain prequalified status with the Department as a condition to submitting a bid.

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

Terms of Price Agreement:

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

Performance, Payment and Material Bonds:

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

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

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Tax Note:

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

Bidding Information:

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

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. Show the amounts for the respective bid item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

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

Bid Review:

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

Method of Award:

Method of award shall be to one or more Contractors statewide, but not to exceed three (3) Contractors.

For a bid to be considered for award prices must be submitted for all items. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award.

Utilization of Contractors:

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

1. The selection of a Contractor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The Project Manager shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.
3. The Contractor selected to perform the work on the project shall be the Contractor providing services for the specific project estimate at the lowest overall cost to the Department and able to meet all project delivery requirements including project schedule. A Contractor **not** offering the lowest cost to the

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Department can be used for the specific project if the Contractor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the Project Manager. Any changes to the original purchase order will require a modification form signed by the Project Manager. All supporting documentation shall be maintained in the project file.

Public Works minimum Wage Act:

This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Contractor during the life of this Price Agreement.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the Department. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. The Department must be registered through the Public Works website that can be accessed at:

<http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

The Contractor Agrees To:

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

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

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

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- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

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

(A) Public Liability and Automobile Liability Insurance

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

Bodily Injury Liability:

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

Property Damage Liability:

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

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or

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destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

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

Property Damage Liability:

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

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

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

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

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

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

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

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The Department will recognize following form excess coverage (Umbrella) as meeting the

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requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the Department form and types of bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, riggers' liability property insurance, etc. In an amount necessary to protect the Department against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

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

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

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

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

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

Minimum Specifications for Hot In-Place Recycling of Asphalt Pavement - Remixing Method:

Description:

This Work consists of recycling the existing in-place asphalt surface in a multi-step process of heating, milling, rejuvenating, spreading, leveling and compacting the existing Hot Mix Asphalt (HMA) pavement.

Materials:

Rejuvenating Agent:

The asphalt rejuvenating agent (ARA-1P) shall be a polymer modified emulsion. The ARA-1P utilized for use in hot-in-place recycling of HMA pavements shall be modified with a minimum of 1.5 percent styrene-butadiene solution polymer. The finished product shall conform to the physical and chemical requirements listed in Table I below.

The existing roadway's asphalt Material shall be extracted, recovered, and combined with the Asphalt Rejuvenating Agent (ARA)-1P per American Association of State Highway and Transportation Officials (AASHTO) M 323, Appendix X1 such that the combination of the asphalt rejuvenating agent with the existing roadway asphalt binder will meet the full AASHTO M 320 requirements for the required Performance Grade (PG) asphalt grade in the approved mix design.

**Table I
ARA-1P**

| Property | Test Method | Min | Max |
|--------------------------------------|-------------------|-----|------|
| Test on Emulsion | | | |
| Viscosity, Saybolt-Furol @ 77 °F, s | ASTM D 244 | | 100 |
| Residue @ 350 °F, % | ASTM D 244 Mod | 60 | |
| Sieve Test, % | ASTM D 244 | | 0.10 |
| Oil distillate, % | ASTM D 244 | | 2.0 |
| Test on Residue | | | |
| Penetration @ 39.2 °F, 100g, 5s, dmm | ASTM D-5 Modified | 150 | 250 |
| Asphaltenes, % | ASTM D 4124 | | 15 |

EQUIPMENT:**General:**

Contractor shall:

1. Mobilize the equipment for the project 24 hrs. prior to start of project for Project Manager's evaluation;
2. Provide a machinery with self-propelled mobile units capable of heating, milling, rejuvenating, mixing, laying and leveling the existing recycled surface material;
3. If requested by the Project Manager a test section shall be completed before beginning production operations; to demonstrate the rate, depth, and recycling operations.

If Equipment or recycling operations do not meet requirements of this Price Agreement, the Contractor shall correct or replace the deficiency at no cost to the NMDOT.

Heating Equipment:

Shall have height-adjustable heating units that can heat the existing asphalt pavement temperature adequately to mill the material to the minimum specified depth without the following results:

1. Breaking aggregate particles;
2. Charring the existing asphalt;
3. Producing undesirable pollutants

Heat shall be applied under an enclosed or shielded hood. Use heating equipment units that can apply heat uniformly under controlled atmospheric conditions to eliminate free oxygen under the heating chamber. Do not heat the pavement surface with a direct flame.

Milling Equipment:

Shall;

1. be capable of milling pavement to the specified depth;
2. Equipped with automatic height, grade, cross slope controls, and be capable of clearing utility manholes and other obstructions in the pavement surface if needed;
4. Have enough power to mill through the high spots and create a leveled surface.

Asphalt Rejuvenating Agent Storage Unit:

Shall be a thermostatically-controlled storage unit to maintain the rejuvenating agent at a constant, supplier-specified temperature.

Metering Unit:

Shall;

1. Uniformly apply the rejuvenating agent to the milled material. The unit shall incorporate a meter for continuous quantity verification;
2. Vary the applied amount of asphalt rejuvenating agent in direct proportion to the recycling system's operating speed and synchronize with the amount of material milled; and
3. Not vary the rejuvenating agent's application tolerance by more than 0.5% of the specified application rate.

Blending Unit:

Shall use a twin-shaft pug mill unit that can uniformly mix the milled material and rejuvenating agent.

Spreading and Leveling Unit:

Unit shall have automatic grade controls capable of spreading and leveling the blended recycled material uniformly over the specified surfaces. The Unit shall be equipped with a recycling screed to partially compact the recycled mix.

Depth of Recycled Material:

Maintain the required nominal depth on both outside vertical faces and in the center of the recycled area. Manually measure and report the recorded depths each 1/4 mile, measured from the bottom of the mill pass to the top of the surface placed.

Compaction Equipment:

The Contractor shall provide a sufficient number, weight, and type of rollers, to obtain the required compaction and specified pavement density while the recycled mixture is in a workable condition. All rollers must be capable of reversing direction without shoving or tearing the mixture.

Construction Details:**Mix Design:**

The mix design and associated cost of developing the mix design, is the responsibility of the contractor and shall be submitted to the Project Manager for approval at least two (2) calendar weeks prior to commencement of work. The contractor is responsible for all costs associated with obtaining cores, emulsion samples, filling core holes and traffic control. A minimum of one core per mile shall be completed. Additional mix designs may need to be submitted based on road variability, as directed and/or approved by the Project Manager. Mix design reports, submitted by the contractor, shall be reported on the testing laboratory's letterhead and signed by a manager of the laboratory that performed the test. The mix design shall show the results of each of the required tests as well compared to the specification test criteria in Table II.

The mix design shall meet the property requirements in Table II below.

TABLE II

| Property | Test | Criteria |
|---|-------------------|---|
| Compaction Effort, SuperPave Gyratory compactor | | 150 mm specimen, 30 gyrations, 1.16 degree internal angle and 600kPA stress |
| Target Lab Molded Density, % | AASHTO T166, T209 | 96.0 % |
| Tensile Strength, lbs./in * | AASHTO T283* | 75 minimum |
| Moisture Damage - Retained Strength based on cured stability** | | 80% min |
| Rutting Resistance - Hamburg Wheel-Tracking Test, 122 degrees F, wet, 10,000 cycles | AASHTO T-324 | 12.5 mm maximum |
| Thermal Cracking – Indirect Tensile Test | AASHTO T-322 | 98% reliability via LTPP Bind |
| Theoretical Max. Spec. Gravity | AASHTO T-227 | Used to determine Lab Molded Density |

* Dry specimens only

** Vacuum saturation of 55 to 75 percent, water bath 77 degrees F, 24 hours

Pavement Surface Preparation:

Prior to beginning the hot in-place recycling, the contractor shall clean the existing pavement surface of non-asphalt materials by blading, booming or use of other methods approved by the Project Manager.

Heating, Milling and Processing:

Evenly heat, mill, and process the in-place asphalt surface in a uniform manner to the required width and to a minimum depth of two (2) inches. Contractor shall ensure the required minimum depth is maintained on both outside vertical faces and in the center of the recycled area. The heating unit shall heat a minimum of six (6) inches beyond the width of recycling.

Control the heat, assuring a uniform heat penetration without the following results:

1. Differential softening of the pavement;
2. Breaking of the aggregate particles;
3. Charring of the existing asphalt;
4. Producing undesirable smoke and pollutants.

Ensure that the temperature of the milled surface directly behind the milling heads is greater than 160°F so that cold milling does not occur. All loosened asphalt material must be cleaned away by the milling heads, and a milling tooth pattern must be clearly visible after milling.

Remove/mill all material around manholes and utility structures prior to paving the recycled mixture to the minimum required depth of the Hot In-place Recycled mat around these structures.

Cold mill and sweep clean any areas that cannot be heated and milled by the recycling equipment. Properly tack and pave these areas of cold milling in advance of the recycling process.

Rejuvenating agent shall be uniformly applied to the milled material. The proper amount of rejuvenating agent shall be determined to address field conditions and optimize the properties of the in-place recycled asphalt mat. Uniformly mix the milled material and rejuvenating agent to produce a homogeneous mixture.

Placing and Compacting:

Uniformly spread and level the recycled material to the width, grade, and slope of the existing roadway. Immediately after leveling the recycled material:

1. Compact the recycled material thoroughly and uniformly. Operate rollers at speeds slow enough to minimize displacement of the recycled material, including the lines and grades of the asphalt edges;
2. Prevent the recycled material from sticking to the roller wheels by keeping the wheels moistened with water; water mixed with very small quantities of detergent or other approved Material. **Do not use diesel fuel or other petroleum diluents;**
3. At locations inaccessible to the rollers, the Contractor shall compact the recycled material with hot hand tampers, smoothing irons, or mechanical tampers;

Irregularities:

Immediately take corrective action if surface irregularities, including but not limited to segregation, rutting, raveling, flushing, fat spots, mat slippage, color, texture, roller marks, tears, gouges, streaks, or uncoated aggregate particles, are detected. If the problem still exists the Project Manager may suspend operations until the problem is corrected to the satisfaction of the Project Manager. Ensure that the hot in-place recycled material is being laid a consistent thickness and proportionally to the HMA material thickness milled as to ensure that high spot and low spots are not being created when the recycled material is placed and compacted.

At the expense of the Contractor and to the satisfaction of the Project Manager, repair any areas with surface irregularities as identified above with virgin HMA as specified by the Project Manager, and compact to match the surrounding area, at no additional cost to the Department.

Temperature Requirements:

Ensure the temperature of the recycled asphalt material immediately behind the laydown machine is between 225 °F and 300 °F.

Weather Limitations:

Unless otherwise approved by the Project Manager, perform hot in-place recycling operations when the existing pavement surface temperature is 60 °F or higher and when weather conditions and roadway surface are suitable. Do not perform hot in-place recycling when the roadway surface is wet.

Joints:

Place the hot in-place recycled material as continuously as possible. Do not pass rollers over the unprotected end of the freshly laid recycled material. Longitudinal joints shall offset at least six (6) inches relative to the longitudinal joints of the underlying HMA course. Unless otherwise specified, the Contractor shall taper transverse and longitudinal joints as follows:

1. At least a three (3) ft. taper for transverse joints, with a taper slope no steeper than 24:1;
2. At least a one (1) ft. taper or a notched taper, for longitudinal joints, with a taper slope no steeper than 6:1 or a notched taper with a one (1) inch vertical edge at the top of the taper connected to a slope no steeper than 6:1;
3. Avoid placing longitudinal joints in the wheel paths, unless approved by the Project Manager.

The Contractor shall completely bond joints and provide smooth surface for each course at the joints. The Department will not allow deviations greater than 3/16 inch when tested with a ten (10) ft. straightedge in any direction. The Contractor shall schedule daily surfacing operations so that tapered longitudinal joints are not exposed for longer than seven (7) days or as approved by the Project Manager.

Surface Smoothness Tolerance:

The contractor shall smooth the surface of the completed recycled mat to a degree that prevents deviations larger than 1/8 inch using the straightedge edge measurement process described below. Deviations exceeding this tolerance shall immediately be corrected by the contractor. If the Project Manager determines that the surface smoothness, for the completed hot in-place recycled surfacing, cannot be corrected to an acceptable status using the straightedge measurement process, then at the request of the Project Manager, the contractor, at no additional cost to the NMDOT will need to ensure that the final hot in-place recycled surface conforms to Attachment A, "Pavement Smoothness Measurement" of this price agreement.

Straightedge Measurement:

Test the final surface of Hot In-Place Recycling with an approved ten (10) foot straightedge at both right angles and parallel to the centerline, advancing the straightedge in five (5) foot increments. Correct surface deviations greater than 1/8 inch within ten (10) ft., as directed by the Project Manager.

Debris and Waste Material Disposal

Debris and waste material disposal for each specific project under this price agreement is the responsibility of

the contractor and shall be done at no additional cost to the Department. The Contractor shall dispose of debris and waste all material in an environmentally safe manner at locations approved by the Project Manager.

Contract Surfacing Depths

The Contractor shall monitor and record the depth of the compacted recycled pavement material during the placement operations. The Contractor shall perform this task in accordance with Table III or as approved by the Project Manager. The Project Manager will address deficiencies of more than 0.5 inches by:

1. Accepting the in-place compacted thickness at an adjusted price; or
2. Rejecting the in-place mixed Material and requiring the Contractor to remove and replace.

Contractor Quality Control

The Contractor shall monitor the compaction process by determining the density of the Hot In-place Recycled Material with a portable densometer approved by the Project Manager. Establish calibration of the portable densometer from cored pavement samples. Determine the density readings of the cut pavement samples in accordance with AASHTO T 166 and determine the density readings of the pavement with the portable densometer. Correlate these test results with the portable densometer and conduct quality control in accordance with Table III below.

Asphalt rejuvenating agent sampling rate shall be determined by the Project Manager. Samples shall be obtained from the shipping trailers prior to unloading into the contractor's storage units. Asphalt rejuvenating agent content shall be checked and recorded for each day's production or from any point when a materials adjustment has been made. The asphalt rejuvenating agent used shall be checked daily for yield per unit of measure in addition to the calibrated emulsion metering system for correct yield. For reporting purposes, the yield determination shall be used. The asphalt rejuvenating agent content changes shall be made based upon mix design recommendations for each road segment of varying characteristics. Adjustments to the asphalt rejuvenating agent content shall not be made without the approval of the Project Manager. Asphalt rejuvenating agent content for control purposes may be measured from equipment metering device spot checks as requested by the Project Manager.

Depth of Milling shall be maintained on both outside vertical faces of the milled area and shall be checked every ¼ mile. A minimum of four passes, at a maximum mill depth of 0.625 inches per pass shall be used to achieve the overall depth of milling.

Copies of a daily control log shall be given to the Project Manager before start of the next day's production, or as otherwise directed by the Project Manager. The daily control log shall contain the tons of asphalt rejuvenating agent consumed that day and square yardage completed for that day.

Table III

| Minimum Contractor Quality Control Guidelines for Hot In-place Recycle (HIR) | | | |
|--|------------------------------------|----------------------|---------------------|
| Item | Property | Test frequency | Test Method |
| HIR | Asphalt rejuvenating agent Content | Daily | Tank Strap or Meter |
| | Density (Nuclear) ^a | As needed to control | AASHTO T 310 |
| | Gmm ^b | 1 per day | AASHTO T 166, 209 |
| | Depth, thickness | 1 every 1500' | |

^aTake measurement at a randomly selected locations.

^bDaily calculation will use the daily average of Contractor and Department maximum specific gravity if both are available otherwise the Contractors maximum specific gravity will be utilized.

Temporary Pavement Markings

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all temporary reflectorized pavement markings for a period of two weeks after placement. The Project Manager will determine which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface. The Contractor shall remove temporary striping within two (2) weeks of re-establishment of permanent striping or as indicated by the Project Manager.

Special Precautions

Whenever work is to be done at signalized intersections where wire looped sensors are imbedded into the existing pavement, the traffic engineer of the agency responsible for maintaining the signalized intersection shall be notified in advance to any milling, so that necessary adjustments may be made to the traffic controller. The NMDOT shall make arrangements to replace any wire loop sensors damaged as a result of the Hot In-Place Recycling project.

Method of Measurement and Payment

Hot in-place recycling shall be measured by the square yard, to include heating and milling of existing pavement, mixing, spreading, leveling and compaction.

All quantities are to be measured by the Project Manager or their designee and shall be considered to be final and all payments shall be made on this basis.

Traffic Control

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

The Contractor shall also provide sufficient flagmen, when deemed necessary by the Project Manager, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least

one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Escalation Clause

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

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

1. Price Agreement Item Number
2. Current Item Price

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3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

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

Mobilization

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

For the purpose of this item, the Contractor shall designate a New Mexico base station

Quantities

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

Payments and Invoicing

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

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

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Invoice To:

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

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

New Mexico Department of Transportation
District Three
7500 East Frontage Road
P.O. Box 91750
Albuquerque, N.M. 87109-3768

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

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

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

ATTACHMENT A

PAVEMENT SMOOTHNESS MEASUREMENT

DESCRIPTION:

This work consists of providing and using profile testing equipment that incorporates the Mean Roughness Index (MRI) measurement for the established category. Unless otherwise specified Table I, "MRI Based Profile Pay Adjustment Schedule" will be applicable to Hot In-Place Recycling Projects.

CONSTRUCTION REQUIREMENTS:

Profile Measurements:

Collect raw profile data utilizing profiler settings used in certification by Technician Training Certification Program (TTCP) "Certification of Inertial Profilers." Export all raw profile data to create files conforming to the University of Michigan Transportation Research Institute's Engineering Research Division (ERD) format using an upper wavelength cutoff filter of 300 ft. for Hot In-Place Recycling. The Contractor shall export all raw profile data to create files conforming to the University of Michigan Transportation Research Institute's ERD's format.

The Contractor shall provide the collected data in ERD format, along with the current calibration documentation on either a CD or Universal Serial Bus (USB) memory storage device to the accompanying Department Representative, within one (1) hour after the data has been collected. The Contractor shall provide additional data files or text files upon request by the Project Manager. If the Contractor does not submit the profile measurements files within one (1) hour, the Department may alter the Pay Adjustments for the Project by applying an additional five percent (5%) price deduction to the total price reduction for the Profiled area in question.

Profile Measurement Device:

Provide, operate, and maintain a profile measurement device that uses Equipment and computer programs in accordance with ASSHTO M 328 "Inertial Profiler", or an equal approved by the State Materials Bureau. The Inertial Profiler shall use dual height and vertical acceleration sensors. The height sensors shall have a centerline distance of seventy (70.0) inches \pm one (1.0) inch between sensors.

Profile Measurement Device Calibration and Certification:

Certify the profile measurement device in accordance with the Department's TTCP's Standard Practice "Certification of Inertial Profilers". Profile measurement devices used for acceptance testing on NMDOT projects shall have a current TTCP annual calibration sticker or manufacturer's calibration and certification certificate. The manufacturer's certificate is valid only until the date of the next TTCP sponsored profile measuring device certification.

Verify calibration of the profile measurement device. Verify both horizontal and vertical calibration before each use. Perform verifications in the presence of the Department's representative as determined by the Project Manager and in accordance with the manufacturer's approved procedures and maintain copies of the verification documentation and manufacturer's procedures with the machine and provide the calibration documentation and verification documentation to the Project Manager. The Project Manager may require additional calibrations or verifications.

Remove the profile measurement device from the project if it does not meet manufacturer's calibration requirements. The Project Manager will report the TTCP profile measurement device certification number to the TTCP Administrator in order to provide notification that the Contractor cannot use the machine on other Projects until the Contractor obtains re-certification. Once the manufacturer re-certifies the profile measurement device, provide a copy of the certificate to the Department's TTCP Administrator. The TTCP Administrator will provide a temporary TTCP certification valid until the next scheduled certification.

Technician Certification:

The Department's TTCP will certify individuals performing profile measurement. The Department will base certification on demonstrated ability and a written test. The TTCP will establish the term and expiration date of certification and requirements for renewal. The Department State Materials Engineer, through the TTCP, will investigate any concerns submitted in writing as to the competence of a certified individual and implement corrective action if necessary in accordance with the TTCP Board of Directors established procedures.

Profile Measurement Operations:

The Department will consider profile testing as part of the paving operation. Allow the Department's representative to witness the collection of raw data by riding in the vehicle while collecting the data. The Contractor shall obtain the Project Manager's written approval prior to performing profile operations. The roadway surface shall be swept, under approved Traffic Control Plan (TCP), before beginning profile operations.

Final surface is the surface immediately behind the paving operation prior to any surface modification.

Measure the longitudinal smoothness of the final surface of the Hot In-Place Recycling and using a Department certified profile measurement device. Operate the profile measurement device in accordance with ASSHTO R 57 "Operating Inertial Profiling Systems" and manufacturer's recommendations. Using dual-sensors, with single point lasers or bar lasers of one (1.0) inch or less, measure the profile traces for each wheel path. Locate outside, trace three (3) feet from and parallel to the approximate location of the pavement edge line. Ensure the centerline distance between sensors is 70.0 inches± one (1.0) inch. At transverse joints, commence profile traces at the joint location. Operate the device on the driving surface of the Roadway at the manufacturer's recommended speed without interfering with traffic or its own operation.

Maintain the profile data files. Take additional profiles to retest paved surfaces that have received corrective Work. The Project Manager may require additional profiles to check previously submitted data or to identify the limits of surface irregularities. Include the following information for each data file:

Project number,
Date,
Lane profiled,
Beginning and ending stations,
Net total linear feet of each lane,
Filter settings, and
Operator's signature.

ProVal Profile Data Analysis by the Department:

The Department will use the FHWA's current version of "ProVal" software to determine the MRI for each 0.1 mile section of each lane, reported to the nearest 0.1 inch per mile using the average of the two wheel paths' IRI's, using Ride Quality Analysis. Using the ProVal software, the Department will not use any further filter settings. Do not use the 250 mm filter in "ProVal". Data obtained through analysis by the Department will be used for evaluations of all "Must Grind Work", "Corrective Work", and "Pay Adjustments."

Evaluation for Must Grind Work and Corrective Work:

Evaluate the pavement in 0.1-mile sections for determining needed Must Grind Work, Corrective Work and Pay Adjustments.

Diamond Grinding:

Diamond grinding equipment uses diamond tipped saw blades, composed of industrial diamonds and metallurgical powder that are gang mounted on a cutting head ranging in width from 36 inches to 48 inches. The diamond grinding equipment shall use water to cool the cutting head. The slurry or residue resulting from the grinding operation shall be continuously removed from the pavement with a wet vacuum process. The slurry or residue shall not be allowed to flow across lanes occupied by traffic or to flow into gutters or other drainage facilities. Diamond grinding equipment shall be self-propelled, self-contained and without external attachments acting as cutting / grinding devices.

Diamond grinding operations shall not dislodge aggregate or binder creating rock pockets or deviations on pavement surface.

Must Grind Work:

Identify potential must grind locations using "Ride Quality Analysis" under the "Analysis Type" with the "Continuous" feature of the latest version of the Federal Highway Administration (FHWA)'s "ProVAL" software. Use a MRI threshold (inch/mi) of 105.00 and a segment length of 25.00 feet. Identify must grind locations for each lane using the Mean Ride Index (MRI) Ride Quality Index feature of ProVAL. Any locations with a MRI of 105.00 to 125.00 will be evaluated by the Project Manager and the Contractor, to determine if diamond grinding is required, final determination will be made by the Project Manager. All locations with an MRI above 125.00 must be included in the corrective action plan.

Develop and submit an appropriate written corrective action plan, including methods and procedures utilized to diamond grind and achieve the specified MRI values proposed by the Contractor, to the Project Manager for review and written approval. Do not begin must grind work until the Project Manager approves the methods and procedures in writing. Failure to submit and obtain approval of the corrective action plan will result in the contractor correcting all locations identified by ProVAL regardless of the smoothness value for the 0.1 mile section. The Project Manager's approval does not relieve the Contractor of the responsibility to comply with the Specifications.

Correct all must grind locations on the Project identified by the approved written corrective action plan then measure and evaluate roadway profiles for smoothness pay adjustment. Use diamond grinding to bring the reported average measured smoothness value to an acceptable level.

Do not reduce planned pavement thickness by more than 0.3 inches without written approval of the Project Manager.

Grind identified areas needing to be addressed (Must Grind), across the lane width to produce a smooth transition to the surrounding pavement. If the must grind area is not the full width of the lane, only half of the lane containing the roughness shall be ground and smoothly feathered into the surrounding pavement.

Apply a fog seal to the ground areas as approved by the Project Manager. Fog seal and all operations necessary to apply the fog seal is included in the Bid Item Unit Price for Hot In-Place Recycling, the Department will make no separate payment.

Corrective Work:

Develop and submit an appropriate written Corrective Work Plan, including methods and procedures, utilized to diamond grind and achieve the specified MRI values proposed by the Contractor, to the Project Manager for review and written approval if the measured smoothness value falls within the "Corrective Work Required" (CWR) value of the applicable pay adjustment table and category as indicated in the Contract. If approved, complete elected corrective work, including necessary traffic control, at no additional cost to the Department. After completion of the approved corrective work, re-profile the corrected area to verify compliance with specification requirements.

Limit corrective Work to diamond grinding, overlaying, or removing and replacing rejected 0.1-mile sections. Do not begin corrective work until the Project Manager approves the methods and procedures in writing. The Project Manager's approval does not relieve the Contractor of the responsibility to comply with the specifications.

Perform corrective work in accordance with the following:

Surface Diamond Grinding. Use diamond grinding to bring the measured smoothness value to an acceptable level in accordance with Table I as indicated in this Attachment. Do not reduce planned pavement thickness by more than 0.3 inches without written approval of the Project Manager.

Grind corrective Work areas to produce a smooth transition to the surrounding pavement. If the corrective Work areas are not the full width of the lane, only half of the lane containing the corrective Work area shall be ground and smoothly feathered into the surrounding pavement. Apply a fog seal to the ground areas as approved by the Project Manager. Fog seal and all operations necessary to apply will be Incidental to the Bid Item Unit Price for Hot In-Place Recycling; the Department will make no separate payment.

Method of Measurement:

The Department will determine smoothness pay adjustments on the calculated square yards of the surface area needing corrective work.

Basis of Payment:

Surface smoothness testing and corrective Work to bring the final surface within specification smoothness in accordance with the Table I as indicated in Attachment A, is Incidental to the Bid Item Unit Price for Hot In-Place Recycling; the Department will make no separate payment. All traffic control required to determine and correct pavement smoothness is Incidental to the Hot In-Place Recycling item.

Pay Adjustments:

The Department will calculate a Pay Adjustment for each 0.1 mile section of travel lane. The pay adjustments will apply to the total accepted area of each 0.1 mile section of Hot In-Place Recycling for the typical section travel lane width and roadway length.

Pay Adjustment for Category I and Category II Hot In-Place Recycling Projects.

The Department will base Pay Adjustments on the final MRI for each 0.1 mile section in accordance with Table 1, "MRI Based Profile Pay Adjustment Schedule".

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Table 1
MRI Based Profile Pay Adjustment Schedule
Hot In-Place Recycling Projects
For Category II HMA/WMA Projects

| Pay Adjustment (\$ per square Yard) | | | |
|--|----|------|--------------------------|
| MRI (Mean Roughness Index) Inch/0.1mi | | | Category II |
| <62.1 | | | 0.00 |
| 62.1 | to | 63.0 | -0.12 |
| 63.1 | to | 64.0 | -0.24 |
| 64.1 | to | 65.0 | -0.36 |
| 65.1 | to | 66.0 | -0.48 |
| 66.1 | to | 67.0 | -0.60 |
| 67.1 | to | 68.0 | -0.72 |
| 68.1 | to | 69.0 | -0.84 |
| 69.1 | to | 70.0 | -0.96 |
| 70.1 | to | 71.0 | -1.08 |
| 71.1 | to | 72.0 | -1.20 |
| 72.1 | to | 73.0 | -1.32 |
| 73.1 | to | 74.0 | -1.44 |
| >74.0 | | | Corrective Work Required |

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Awarded Items:

| Item | Approx. Qty. | Unit | Article and Description | Unit Price |
|------|--------------|---------|--|------------|
| 1 | 75,000 | S.Y. | Hot In-Place Recycling - To include heating, milling, mixing, spreading and compaction as per the Department requirements. 0 S.Y. to 30,000 S.Y. | \$ 7.85 |
| 2 | 325,000 | S.Y. | Hot In-Place Recycling - To include heating, milling, mixing, spreading and compaction as per the Department requirements. Greater Than 30,000 S.Y. to 100,000 S.Y. | \$ 6.09 |
| 3 | 500,000 | S.Y. | Hot In-Place Recycling - To include heating, milling, mixing, spreading and compaction as per the Department requirements. Greater Than 100,000 S.Y. | \$ 4.84 |
| 4 | 75,000 | S.Y. | Hot In-Place Recycling in Areas with Curb and Gutter - To include heating, milling, mixing, spreading and compaction as per the Department requirements. 0 S.Y. to 30,000 S.Y. | \$ 8.73 |
| 5 | 325,000 | S.Y. | Hot In-Place Recycling in Areas with Curb and Gutter - To include heating, milling, mixing, spreading and compaction as per the Department requirements. Greater Than 30,000 S.Y. to 100,000 S.Y. | \$ 6.98 |
| 6 | 500,000 | S.Y. | Hot In-Place Recycling in Areas with Curb and Gutter - To include heating, milling, mixing, spreading and compaction as per the Department requirements. Greater Than 100,000 S.Y. | \$ 5.46 |
| 7 | 5,000 | SY-In | Cold Milling of HMA Surface for Manholes and Utility Structures - 1/2 inch increments. | \$ 5.00 |
| 8 | 450 | Ton | Rejuvenating Agent (ARA-1P) - As per approved mix design. | \$ 725.00 |
| 9 | 400 | Yd. Mi. | Hauling of Milled Material -As designated by the Project Manager. | \$ 3.00 |
| 10 | 600 | Hr. | Traffic Control - Per approved TCP. | \$ 450.00 |
| 11 | 600 | Hr. | Pilot Car - Per approved TCP. | \$ 50.00 |
| 12 | 600 | Hr. | Sequential Flashing Arrow Board -Per approved TCP. | \$ 15.00 |
| 13 | 600 | Hr. | Variable Message Board - As designated by the Project Manager. | \$ 30.00 |

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| Item | Approx. Qty. | Unit | Article and Description | Unit Price |
|------|--------------|------|---|------------|
| 14 | 10,000 | L.F. | Re-establish Temporary Centerline Striping with Temporary Tape - 4 inch reflectorized tape by 4ft stripe. With 36ft spacing or as designated by the Project Manager. | \$ 1.50 |
| 15 | 5,000 | Ea. | Re-Establish Temporary Delineation with Tabs -Reflectorized tabs placed at 40ft spacing or as designated by Project Manager. | \$ 1.15 |
| 16 | 10,000 | L.F. | Re-establish Permanent Striping - 4 inch by 10ft stripe at 30ft spacing on centerline and solid shoulder striping as per Department specification, section 704 Pavement Markings | \$ 1.00 |
| 17 | 10,000 | L.F. | Removal of Temporary Stripe- Temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as designated by the Project Manager. | \$ 1.00 |
| 18 | 5,000 | Ea. | Removal of Temporary Tab Pavement Markings - To be removed within two (2) weeks of re-establishment of permanent striping as designated by the Project Manager. | \$ 0.60 |
| 19 | 300 | Mile | Mobilization for Hot in- Place Recycling- To include any incidental equipment needed to perform the work. | \$ 150.00 |

*** 19 Awarded Items Total ***