



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
2 Vendors Awarded- Please see page 6 for details

Email:
Telephone No.:

Price Agreement Number: **00-80500-20-16829**

Payment Terms: **Net 30**

F.O.B.: **As Requested**

Delivery: **See page 6**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Raelynn Lujan** *RL*

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 agreement please contact:
Angela Martinez- (505) 570-7940

Title: Bridge Component and Settlement Repair

Term: September 25, 2020 thru September 24, 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 Paulk

Mark Hayden, New Mexico State Purchasing Agent

Date: 9/24/2020

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

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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: <https://bewellnm.com>.

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

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

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

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Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000079897
Ram Jack of New Mexico
4950 Jefferson St NE
Albuquerque, NM 87109
(505) 771-8890
tim@ramjacknm.com

Delivery: 4950 Jefferson St NE
Albuquerque, NM 87109

(AB) 0000015253
URETEK USA, Inc.
PO Box 1929
Toball, TX 77377-1929
(713) 857-9176
mrichardson@uretekusa.com

Delivery: 24 to 48 hours in case of
emergency otherwise within
the specified time per the contract.

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Specifications:

Bridge Component Settlement Repair:

Establish a price agreement for Bridge Component Settlement Repair for the New Mexico Department of Transportation (NMDOT). This price agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this contract shall meet the specifications as set forth in this price agreement, and all applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current edition). They are available on the NMDOT website, at the following link:

<http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section (505) 469-4983.

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

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

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

Terms of Price Agreement:

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

Performance, Payment and Material Bonds:

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

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

Tax Note:

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

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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 NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Bid Review:

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

Method of Award:

Method of award shall be to multiple Contractors statewide.

Vendors may bid all or individual items for bid items No. 001 through No. 008. However, vendors must bid on all bid items from No. 009 through No. 014. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award.

This Price Agreement may be awarded to one (1) or more vendors, but not to exceed three (3) vendors. Contracts will be awarded to the lowest bidders (Contractors) based on estimated quantities for typical NMDOT projects. Multiple awards will be made to serve the best interest of the NMDOT.

Utilization of Contractors:

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

1. The selection of a Contractor from a multiple award price agreement to complete a project shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded Contractor.
3. 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 NMDOT and able to meet all project

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delivery requirements including project schedule. A Contractor **not** offering the lowest cost to the NMDOT 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 District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. 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 NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

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

The Contractor Agrees To:

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

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

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

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

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demolition of building or structures or removal or rebuilding of structural supports thereof.

- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

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 NMDOT 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.

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

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

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

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.

Specifications for Bridge Component Settlement Repair:

The NMDOT and the Contractor shall agree in writing prior to the beginning of any work to the following:

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- Which bid items as shown in “APPENDIX A” will be used in a Work assignment. Bid item quantities will be agreed to. When applicable, the special provisions as shown in “APPENDIX B” will be followed. Some items may be estimated and stated as such at the beginning of the work assignment when field conditions or other factors may prevent an actual measurement. The Agreement of work shall be signed by both parties when a work assignment is issued.
- Location, schedule and time restraint of work assignments.
- Other specific NMDOT requirements.

The District Engineer or their designee shall have the option to suspend the Contractor’s operation during special events such as the New Mexico State Fair, Albuquerque International Balloon Fiesta, etc.

The District Engineer or their designee shall clearly define the limits of the settlement repair for bridges over a railroad and shall contact the NMDOT Bridge and Rail Bureaus to determine if additional requirements are needed.

The Contractor shall begin the necessary work at a specific location within fifteen (15) calendar days after receiving written notification. If the initial contractor is unable to start the work within the fifteen (15) calendar days, the District Engineer or their designee will have the option of going to the next lowest bidding contractor to provide the services requested.

The Contractor shall complete all work at any one location within the time period specified in the written notification from the NMDOT. Failure to do so, unless caused by weather delay or other factors not attributable to the Contractor, will result in Liquidated Damages as called out in the NMDOT’s Standard Specifications for Highway and Bridge Construction, current edition, and being deducted from the money due to the Contractor for that approved work.

The Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance. The Contractor shall be responsible for the disposal of all debris resulting from any work performed and the disposal of all debris generated by removal and repair operations at the Contractor’s cost. Final payment may be withheld subject to written approval by the District Engineer or their designee.

The Contractor shall be liable for satisfactory workmanship of all operations for a period of one (1) year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or their designee. Defects attributed to faulty material will be resolved by the Contractor, Supplier and/or Manufacturer. If warranties are called for in the Specifications or given by a Manufacturer in excess of one (1) year, all defects shall be corrected as stated in the Specification or as given by the Manufacturer.

Material:

All material used shall be specified and approved by the District Engineer or their designee. Only material incorporated into a structure at any given location shall be paid for; unauthorized excess material ordered wasted materials or materials which are unacceptable to the District Engineer or their designee shall not be paid for. Any and all material ordered by the Contractor under written authorization, but not incorporated into

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the work shall be paid for at invoice cost (unless the Contractor breeches the terms of this Contract in any way) upon termination of the Contract, and said material shall become the property of the NMDOT.

Traffic Control:

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

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

Furnish directly (or provide through an approved subcontractor) all traffic control at locations specified including submittals of Traffic Control Plans (TCP), in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). No traffic control at any given location shall be paid for if no work is being performed and the location could be (or is) open to traffic. At the discretion of the District Engineer or their designee, the TCP shall be submitted on 11"x17" sheets and shall be computer generated. The TCP will be submitted at least five (5) working days before Work is to commence and will be approved by the District Engineer or their designee.

Traffic Control Locations

1. Urban traffic control - (within corporate limits of urban areas as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.
2. Rural traffic control - (areas not within designated corporate limits or as designated by the District Engineer or their designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with the MUTCD, including furnishing plans for same, per lane per site typically including (but not limited to) sequential arrow display, delineation devices, signing and barricades.

Payment for traffic control items will commence when the Contractor begins setting up traffic control operations. Payment will end when the assigned work has been completed. There will be no payment for time taken to remove traffic control.

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APPENDIX “A”

Pay Items:

- Item 001 Cementitious Grout for Void Filling or Slab Jacking at Structure Grade – As per requirements of Special Provisions for Section 1 (Cementitious Grout Injection into Foundation Soils)
- Item 002 Drilling for Cementitious Compaction Grouting and Casing Installation – As per requirements of Special Provisions for Section 1 (Cementitious Grout Injection into Foundation Soils)
- Item 003 Below Grade Cementitious Grout Injection (Process and Material) – As per requirements of Special Provisions for Section 1 (Cementitious Grout Injection into Foundation Soils)
- Item 004 Polyurethane for Void Filling or Slab Jacking at Structure Grade – As per requirements of Special Provisions for Section 2 (Polyurethane Injection into Foundation Soils)
- Item 005 Below Grade Polyurethane Injection (Process and Material) – As per requirements of Special Provisions for Section 2 (Polyurethane Injection into Foundation Soils)
- Item 006 Below Grade Polyurethane Injection (Process and Material) – As per requirements of Special Provisions for Section 2 (Polyurethane Injection into Foundation Soils)
- Item 007 Below Grade Polyurethane Injection (Process and Material) – As per requirements of Special Provisions for Section 2 (Polyurethane Injection into Foundation Soils)
- Item 008 Below Grade Polyurethane Injection (Process and Material) – As per requirements of Special Provisions for Section 2 (Polyurethane Injection into Foundation Soils)
- Item 009 Dynamic Cone Penetrometer Test – As per requirements of Special Provisions for Section 1 (Cementitious Grout Injection into Foundation Soils) and Section 2 (Polyurethane Injection into Foundation Soils)
- Item 010 Mobilization – As per requirements of Section 621 (Mobilization)
- Item 011 Urban Traffic Control – As per requirements of Section 618 (Traffic Control Management), Section 701 (Traffic Signs and Sign Structures), Standard Drawings for Section 702, Section 702 (Construction Traffic Control Devices) and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD)
- Item 012 Rural Traffic Control – As per requirements of Section 618 (Traffic Control Management), Section 701 (Traffic Signs and Structures), Standard Drawings for Section 702, Section 702 (Construction Traffic Control Devices) and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD)
- Item 013 Variable Message Board – As per requirements of Section 702 (Construction Traffic Control Devices)
- Item 014 Truck Mounted Attenuator – As per requirements of Section 720 (Vehicular Impact Attenuator Units and Sand Barrel Impact Attenuator Units)

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APPENDIX “B”

SPECIAL PROVISIONS

SECTION 1: CEMENTITIOUS GROUT INJECTION INTO FOUNDATION SOILS

1.1 DESCRIPTION

This Work shall consist of furnishing all labor, equipment and materials necessary to inject a low-slump cement grout under high pressure into foundation soils beneath roadway structures to compact soils, fill voids and/or raise roadway structures to an acceptable grade.

Cementitious grout shall be injected into the soils beneath the roadway structures through injection tubes inserted into drilled holes at locations and depths as agreed or as directed by the Project Manager.

1.2 MATERIALS

1.2.1 Cementitious Grout

The cementitious grout shall consist of a combination of Portland cement, fine aggregates and water. In addition, fly ash may be added as approved by the Project Manager. No bentonite or other clay of medium to high plasticity shall be used.

1. The grout mix shall have a slump of less than 1.5 inches when tested in accordance with AASHTO T119 (ASTM C143). The unconfined compressive strength of the compaction grout shall be a minimum of 200 psi at 28 days when measured in accordance with AASHTO T22 (ASTMC39).
2. Site conditions and re-leveling requirements shall determine the exact proportions of cement, water and soil. The grout mix shall generally consist of sandy soil with up to 12% cement by weight and water to form a very stiff mortar-like mixture. No admixtures shall be used without the Project Manager's approval and previous testing.
3. Mix design and test results of grout mixture must be submitted and approved by the Project Manager 15 Days prior to the commencement of the Work.

1.2.2 Portland Cement

Portland cement shall conform to Section 509 of NMDOT's current edition of Standard Specifications for Highway and Bridge Construction.

1.2.3 Fine Aggregates

Fine aggregates shall be natural siliceous material, consisting of hard, clean, strong, durable and uncoated particles, conforming to the latest version of ASTM C144 aggregate for masonry mortar.

The aggregate shall contain sufficient silt-sized material to provide grout plasticity, together with sufficient well-graded sand to develop the required internal friction. Pea gravel may be added to the grout mix to help internal friction. The fine aggregate gradation shall be submitted to the Project Manager for review by the Geotechnical Design Section of the NMDOT Materials Laboratory. The gradation of the mix shall be such that sand blocking is eliminated at the grout working pressures specified.

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Property	Test Method	Maximum
Liquid Limit	AASHTO T 89	25
Plasticity Index	AASHTO T 90	10

Natural fines may be supplemented by fly ash to achieve the specified percent passing the No. 200 sieve.

Fly ash shall conform to the requirements of Table 509.2.2.2:1.

1.2.4 Water

Water used in the grout shall conform to Subsection 509.2.5.

1.2.5 Submittals

Submit the manufacturer's recommendations for the proposed Material to the Project Manager 15 Days before use. Provide a certified report from a Department approved Laboratory and the manufacturer certification verifying the Materials are in accordance with this specification. The Department will maintain confidentiality of the data.

The Contractor shall provide a work schedule outlining mobilization, drilling (sequence and location), grouting and demobilization.

1.2.6 Materials

The Project Manager will accept the Materials based on the certified Laboratory report.

1.2.7 Storage of Materials

Protect cement / fly ash from moisture. Store different brands or types of cement / fly ash, or cement / fly ash from different production facilities separately. Provide separate, identifiable blended portland-fly ash cement storage of the Project site. Portland cement and portland-fly ash cement shall be stored separately.

1.3 CONSTRUCTION REQUIREMENTS

1.3.1 Preparation

The Contractor shall prepare a profile to determine the areas that require lifting and determine the locations of the injection holes for each treated area. The Contractor shall obtain approval for the final proposed grades and the location of injection holes.

The Contractor shall submit a plan for approval of the proposed grout injection methods for the designated project areas. The plan shall include, but not be limited to: proposed diameter of casing, depth of placement, angle of inclination, injection tube spacing and project staging.

The plan shall include monitoring procedures to ensure that damage will not occur to any existing structures due to the injection process. Monitoring devices shall be installed on mechanically stabilized earth retaining systems and between approach slabs and approach slab footings or other components to help prevent damage.

The Contractor shall keep complete grouting records for review by the Project Manager. Records shall include record of volumes, pressures, time and refusal condition for each grout injection and shall be available

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to the Project Manager at the end of each working day.

1.3.2 Drilling

The Contractor shall drill a pattern of holes as proposed in his plan and authorized by the Project Manager. The holes shall be located in a manner that the soil stabilization and structure lifting process does not affect any adjoining structures, such as mechanically stabilized earth retaining walls. Holes shall not be drilled within 4" of the edge of the slab, construction joints or major cracks. No more holes shall be drilled and tubes installed during the day than can be filled during that day.

The drilling method to be used shall be capable of simultaneously drilling the hole and advancing the casing to prevent collapsing of the hole. The drilling equipment shall be capable of drilling through the reinforced approach slab / sleeper footer, asphalt pavement and subsurface materials. The casing shall be installed such that there is contact with the drilled hole in order to prevent grout leakage and/or premature upward movement of the casing during injection of high pressure compaction grout. External packing or other means of assuring grout delivery to the bottom of the hole may be used as approved by the Project Manager.

No drilling fluids other than air or air-injected foam shall be employed to install grout pipes, unless approved by the Project Manager. In deep collapsible soils, water may be utilized if approved in advance by the Project Manager. All grout pipes shall be installed to within five degrees of vertical, or as directed by the Project Manager.

1.3.3 Grout Pipe Installation

Flush joint steel casing with minimum inside diameter of 2 inches shall be used. The steel casing shall have adequate strength to maintain the hole and to withstand the required jacking and pumping pressures. The drilling equipment shall be capable of installing the casing to be used.

The riser elbow shall have a minimum 1 foot radius curve to minimize the potential for grout blockage.

1.3.4 Grout Injection Procedures

The initial lift shall be at the sleeper footer when applicable. The Contractor shall lift the sleeper footer and the approach slab to the desired elevation by injecting material under the structures with care to assure cementitious material is not placed between the sleeper footer and the approach slab. The Project Manager may require that all sleeper footers be raised with Cementitious Grout Injection into Foundation Soils to avoid the risk of cementitious material being injected between the sleeper footer and the approach slab.

The entire approach slab and adjacent roadway slab shall be raised in increments of ½" to avoid slab cracking before raising any portion to the next increment.

Grouting pressure and flow rate shall be continuously monitored at the group pipe head and at the pump by pressure gauges and flow meters, suitably protected to prevent grout clogging or damage from handling, vibration or shock.

Compaction grouting shall begin with the primary holes. The secondary holes shall begin with the completion of the primary holes.

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The criteria for raising the grout pipe to the next increment shall be when one of the following occurs:

1. The grout pressure at the gauge located at the grout pipe head exceeds 300 psi. This can be modified for deep fill treatment.
2. More than 5 cubic feet of grout has been injected per 1 foot interval at a pressure of 100 psi or greater.
3. Wing wall, abutment wall, or undesirable slab movement occurs, as determined by the Project Manager.

1.3.5 Repairs

As directed by the Project Manager, repair any pavement slab or bridge approach slab that has cracked, has excessive lifting or where the slab is left uneven as a result of the Contractor's operation without any additional compensation.

Injection holes are to be sealed with concrete per Section 533, Concrete Structure Repair, of NMDOT's Standard Specifications for Highway and Bridge Construction, current edition or as directed by the Project Manager.

The Contractor shall be responsible for any pavement blowouts, excessive lifting, uneven pavement or damage to any adjoining bridge components resulting from the process and shall repair the damaged area to the satisfaction of the Project Manager with no additional cost to the NMDOT

1.3.6 Acceptance

The finished pavement and/or bridge component elevations shall substantially conform to the elevations approved by the Project Manager. The Contractor shall perform both pre and post field surveys in order to determine/confirm the subject desired pavement and or bridge component elevations. The survey data and the quantity of material used at each location shall be reported to the Project Manager as part of the request for payment.

Final elevations shall be within $\frac{1}{4}$ " of the elevation proposed by profile or as approved by the Project Manager. A tight string line may be used to monitor and verify elevations for slab lengths of 50 feet or less. For longer sections, a laser level will be used to monitor and verify elevations.

In the event that the Project Manager determines that continued injection of material at a specific location is no longer feasible, the Project Manager may direct the Contractor to suspend operations at the location. All traffic shall be kept off the slab until sufficient time has elapsed for the material to achieve the compressive strength required by this Contract.

1.3.7 Protection and Cleanup

During work operations, the Contractor shall take such precautions as may be necessary to prevent drill cuttings, equipment exhaust, oil, wash water and grout from defacing or damaging the landscape.

The Contractor shall furnish such pumps as may be necessary to handle wastewater and grout from the operations, and clean up all waste resulting from the operations.

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1.3.8 Equipment

The Contractor shall provide a list of major components to be used, such as pumps, hoses, pipe, fittings and drilling equipment, and the list shall include manufacturers' data on size, type, pressure rating, capacity and other critical characteristics for each item prior to the commencement of Work.

1.3.8.1 Compaction Grouting Mixer

The compaction grouting mixer shall be of a type to ensure complete mixing of the stiff grout, as approved by the Project Manager. The compaction grout mixer shall be of sufficient capacity to continuously deliver grout having a slump of less than 1.5 inches at pressures up to 1,000 psi, at flow rates ranging from 0.1 to 5.0 cubic feet per minute.

Gauges shall be provided at the pump and the grout pipe head to measure pressure and rate of flow. Type and location of gauges shall be as approved by the Project Manager. A dial gauge or meter capable of measuring to 0.5 cubic feet or less shall be provided to measure the amount of grout pumped into the hole. A pressure gauge shall be graduated in 10-psi increments or less and used to measure the applied pressure. All gauges shall have a certified accuracy to within +/- 2%. Certification shall be submitted to the Project Manager for review.

Compaction grout hose shall have a minimum inside diameter of 2 inches with non-restrictive full flow couplings. The hose shall be of sufficient strength for the pressures anticipated, and shall be in good condition.

1.3.8.2 Laser Levels or Dial Indicators

The Contractor shall utilize laser levels or dial indicator devices capable of monitoring movement at the surface of the pavement to verify that the injected base, sub-base and sub-grade soils have been properly injected.

1.3.8.3 Dynamic Cone Penetrometer

The Contractor shall utilize a portable Dynamic Cone Penetrometer (DCP) for on-site soils investigation to assist in location of weak sub-base soils and determination of injection pattern through tubes to compact weak soils.

1.3.9 Sampling and Testing**1.3.9.1 Drilling Reports**

The Contractor shall prepare drilling reports which shall contain at least the following information: Name of driller, type of drill and method being used, date started, date completed, type of flushing, location of hole, depth of hole and type of depth of material encountered.

1.3.9.2 Grouting Reports

The Contractor shall prepare grouting reports which contain at least the following information: Name of grouting technician, constituents and proportions of grout, log of quantity injected per five foot of hole, date, rate of pumping, grouting pressure at the hole, type of pump, grouting pressure at the pump and depth of hole. Drilling reports and grouting reports shall be made available to the Project Manager at the end of each working day.

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1.3.9.3 Test Samples. A minimum of three, 3-inch diameter by 6-inch long cylindrical grout samples, shall be prepared per day. Unconfined compression tests shall be performed at 3, 7 and 28 Days. This work shall be considered incidental to the grouting work and no separate payment shall be made.

1.3.9.4 Dynamic Cone Penetrometer (DCP) Testing
As directed by the Project Manager, the Contractor shall utilize a portable Dynamic Cone Penetrometer (DCP) for on-site soils investigation to assist in locating weak sub-base soils and determination of injection pattern through tubes to compact weak soils. Testing procedures are to be performed per the manufacturer’s testing recommendations or as directed by the Project Manager.

1.4 METHOD OF MEASUREMENT
Payment for drilling hole will be made for the number of linear feet measured as provided above at the Price Agreement unit price, and shall constitute full compensation for drilling holes, furnishing and installing casing, disposal of the drill cuttings, environmental protection, and all other work necessary for completion of the Work in accordance with Subsection 109.3.

Payment for cement grout will be made for the number of cubic feet injected, measured as provided above, at the contract price. Payment shall constitute full compensation for all materials, labor, equipment, mixing, pumping, waste, cleanup and environmental protection.

1.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Cement Grout	Cubic Feet
Drilling and Casing Installation	Linear Feet
Dynamic Cone Penetrometer (DCP) Testing	Each

1.5.1 Work Included in Payment
The following work and items will be considered as included in the payment for the main items and will not be measured or paid for separately: all labor, tools equipment and incidentals necessary for the completion of the project.

Depending on the results of the planned grouting operation, it may be necessary to add grout holes to adequately compact subsurface material. Any additional drilling and grouting work directed by the Project Manager will be paid for at the contract unit prices.

SECTION 2: POLYURETHANE INJECTION INTO FOUNDATION SOILS

2.1 DESCRIPTION

This Work shall consist of furnishing all labor, equipment and materials necessary to inject high density polyurethane into the foundation soils beneath roadway structures to compact soils, fill voids and/or raise roadway structures to an acceptable grade.

Polyurethane material shall be injected into the soils beneath the roadway structure through drilled holes at locations and depths as agreed or as directed by the Project Manager.

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2.2 MATERIALS

2.2.1 Polyurethane

The material shall be a two part 1:1 ratio by volume, polyurethane-forming mixture, having a water insoluble diluent, which permits the formation of polyurethanes in excess water.

The material shall reach 90% Compressive strength in 30 minutes such that traffic may be returned to roadway within 30 minutes after last injection of material.

Table 1

Polyurethane Free-Rise Physical Properties

Property / Units	ASTM	Minimum	Maximum
Density - lb/cf	D 1622	3.0 lb/cf	6.0 lb/cf
Tensile Strength - psi	D 1623	80 psi	
Compressive Strength at Yield Point - psi	D 1621	60 psi	

2.2.2 Submittals

Submit the manufacturer's recommendations for the proposed Material to the Project Manager 15 Days before use. Provide a certified report from a Department approved Laboratory and the manufacturer certification verifying the Materials are in accordance with this specification. The Department will maintain confidentiality of the data.

2.2.3 Certificates of Compliance and Product Data Sheets

At least 15 Days before using the polyurethane, submit a notarized Certificate of Material compliance to the Project Manager. List batch numbers and the manufacture date for all components of each Material in the Certificate of Compliance and on the Material containers. Submit detailed Material Safety Data Sheets for polyurethane components.

2.2.4 Materials

The Project Manager will accept the Materials based on the certified Laboratory report.

2.2.5 Safety Provisions

Use personnel certified in the safe handling of Materials in accordance with the manufacturer's requirements.

2.2.6 Storage of Materials

Store Materials in accordance with the manufacturer's recommendations.

2.2.7 Temperature Limitations

Follow the manufacturer's temperature recommendations.

2.3 CONSTRUCTION REQUIREMENTS

2.3.1 Preparation

The Contractor shall prepare a profile to determine the areas that require lifting and determine the locations of

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the injection holes for each treated area. The Contractor shall obtain approval for the final proposed grades and the location of injection holes.

The Contractor shall submit a plan for approval of the proposed polyurethane injection methods for the designated project areas. The plan shall include, but not be limited to: proposed diameter of casing (if required), depth of placement, angle of inclination, injection tube spacing and project staging.

The plan shall include monitoring procedures to ensure that damage will not occur to any existing structures due to the injection process. Monitoring devices shall be installed on mechanically stabilized earth retaining systems and between approach slabs and approach slab footings or other components to help prevent damage.

2.3.2 Drilling

The Contractor shall drill a pattern of holes as proposed in his plan and authorized by the Project Manager. The holes shall be located in a manner that the soil stabilization and structure lifting process does not affect any adjoining structures, such as mechanically stabilized earth retaining walls. Holes shall not be drilled within 4" of the edge of the slab, construction joints or major cracks. No more holes shall be drilled and tubes installed during the day than can be filled during that day.

2.3.3 Injecting

The initial lift shall be at the sleeper footer when applicable. The Contractor shall lift the sleeper footer and the approach slab to the desired elevation by injecting material under the structures with care to assure that polyurethane material is not placed between the sleeper footer and the approach slab. The Project Manager may require that all sleeper footers be raised with Polyurethane Injection into Foundation Soils to avoid the risk of polyurethane foam being injected between the sleeper footer and the approach slab. The amount of rise shall be controlled by regulating the rate of injection of the high density polyurethane material. When the nozzle is removed from the hole, any excessive polyurethane material shall be removed from the area.

2.3.4 Curing Time

The high density polyurethane formulation shall reach 90% of full compressive strength within 30 minutes from injection.

2.3.5 Repairs

As directed by the Project Manager, repair any pavement slab or bridge approach slab that has cracked, or that has excessive lifting or where the slab is left uneven, that is the result of the Contractor's operation without any additional compensation.

Injection holes are to be sealed with concrete per Section 533, Concrete Structure Repair, of NMDOT's Standard Specifications for Highway and Bridge Construction, current edition or as directed by the Project Manager.

The Contractor shall be responsible for any pavement blowouts, excessive lifting, uneven pavement or damage to any adjoining bridge components resulting from the process and shall repair the damaged area to the satisfaction of the Project Manager with no additional cost to the Department.

2.3.6 Acceptance

The finished pavement and/or bridge component elevations shall substantially conform to the elevations approved by the Project Manager. The Contractor shall perform both pre and post field surveys in order to

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determine/confirm the subject desired pavement and or bridge component elevations. The survey data and the quantity of material used at each location shall be reported to the Project Manager as part of the request for payment.

Final elevations shall be within 1/4" of the proposed profile elevations or as approved by the Project Manager. A tight string line may be used to monitor and verify elevations for slab lengths of 50 feet or less. For longer sections, a laser level will be used to monitor and verify elevations.

In the event that the Project Manager determines that continued injection of material at a specific location is no longer feasible, the Project Manager may direct the Contractor to suspend operations at the location. All traffic shall be kept off the slab until sufficient time has elapsed for the material to achieve the compressive strength required by this Contract.

2.3.7 EQUIPMENT

2.3.7.1 Flow Meter

The Contractor shall utilize a pumping unit equipped with a certified flow meter for each chemical component to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output in both pounds and gallons.

A quality check shall be performed, using the flow meters, on the ratio of the two part chemical system. Prior to performing the work each day, the Contractor shall reset the flow meters on the pumping units to zero and perform a test shot of material. The ratio of part A (Resin) to the part B (ISO) shall be maintained as a 1:1 ratio by volume (between 0.95 and 1.05) and per the manufacturer's recommendations. The Contractor shall repeat the quality check for all the injection guns.

2.3.7.2 Pressure and Temperature Controlled Devices

The Contractor shall utilize pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.

2.3.7.3 Laser Levels or Dial Indicators

The Contractor shall utilize laser levels or dial indicator devices to continuously monitor movement at the surface of the pavement to verify that the injected base, sub-base and sub-grade soils have been properly injected.

2.3.7.4 Dynamic Cone Penetrometer

As directed by the Project Manager, the Contractor shall utilize a portable Dynamic Cone Penetrometer (DCP) for on-site soils investigation to assist in locating weak sub-base soils and determination of injection pattern through tubes to compact weak soils. Testing procedures are to be performed per the manufacturer's testing recommendations or as directed by the Project Manager.

2.3.8 Warranty

The Contractor shall provide a two-year unconditional warranty against movement of more than 1/4 inch of the pavement. In the event that movement of more than 1/4 inch in the injected areas occurs, the Contractor shall return to inject the affected area to lift to proper grade at no cost to the State. One exception to the warranty: if subsequent testing reveals that the settlement is as a result of deep consolidation below the treated depths, the warranty is not valid.

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2.4 METHOD OF MEASUREMENT

The accepted quantities of polyurethane material as displayed by the certified flow meters and all DCP testing as requested by the Project Manager shall be paid for at the contract unit price.

2.5 BASIS OF PAYMENT

Pay Item	Pay Unit
Void Filling or Slab Jacking at Structure Grade	Pounds
Below Grade Polyurethane Injection, ___ft to ___ft	Pounds
Dynamic Cone Penetrometer (DCP) Testing	Each

2.5.1 Work Included in Payment

The following work and items will be considered as included in the payment for the main items and will not be measured or paid for separately: all labor, tools equipment and incidentals necessary for the completion of the project.

Payment will be full compensation for raising, undersealing, furnishing, applying and pumping polyurethane material and all other incidentals necessary to complete the Work.

Escalation Clause:

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

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

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

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

Mobilization:

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

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

Quantities:

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

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

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the NMDOT's 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.

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

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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

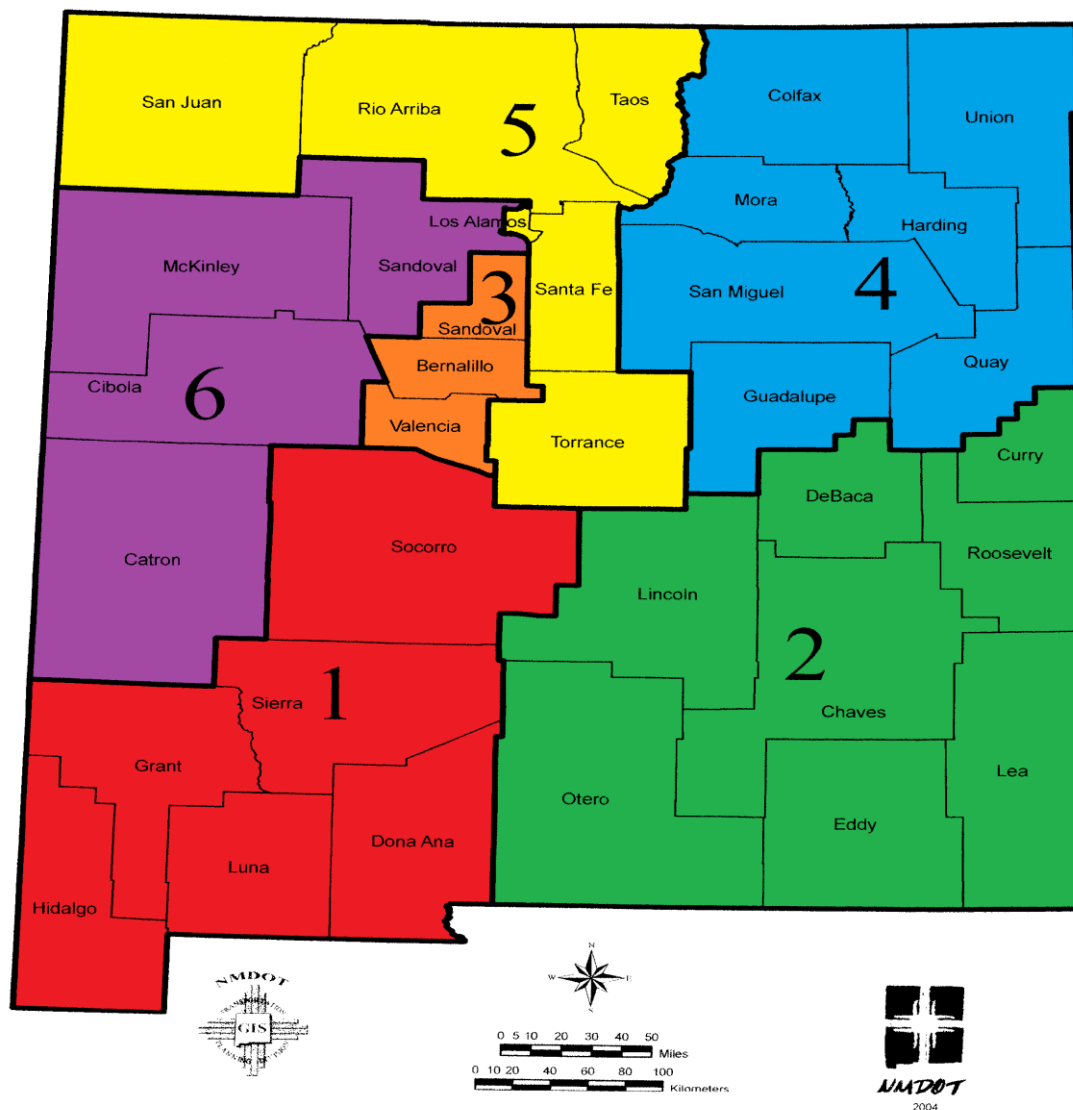
New Mexico Department of Transportation
District Five
7315 Cerrillos Road
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

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

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General Services Department
Purchasing Division
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NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



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Awarded Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)
1	250	C.F.	Cementitious Grout for Void Filling or Slab Jacking at Structure Grade. (Process and Material)	\$10.50	\$0.00
2	500	L.F.	Drilling for Cementitious Compaction Grouting and Casing Installation.	\$45.55	\$0.00
3	2,000	C.F.	Below Grade Cementitious Grout Injection. (Process and Material)	\$20.50	\$0.00
4	1,000	LBS.	Polyurethane for Void Filling or Slab Jacking at Structure Grade. (Process and Material)	\$7.25	\$4.25
5	10,000	LBS.	Below Grade Polyurethane Injection. (Process and Material) Grade to 4 ft.	\$8.00	\$5.10
6	1,000	LBS.	Below Grade Polyurethane Injection. (Process and Material) Depth Greater than 4 ft. to 10 ft.	No Bid	\$5.95
7	1,000	LBS.	Below Grade Polyurethane Injection. (Process and Material) Depth Greater than 10 ft. to 20 ft.	No Bid	\$6.25
8	500	LBS.	Below Grade Polyurethane Injection. (Process and Material) Depth Greater than 20 ft.	No Bid	\$6.50
9	10	EACH	Dynamic Cone Penetrometer Test.	\$650.00	\$0.00
10	200	MILE	Mobilization. Moving change from within the state of New Mexico to any worksite as requested (one way). No payment will be made of moves less than twenty-five (25) miles.	\$12.05	\$0.00
11	20	HRS.	Urban Traffic Control. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).	\$237.50	\$200.00
12	20	HRS.	Rural Traffic Control. In accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).	\$221.50	\$200.00
13	80	DAYS	Variable Message Board. Provide, place and maintain each variable message board required by the District during traffic control operations.	\$140.50	\$125.00
14	10	DAYS	Truck Mounted Attenuator. Provide a truck mounted attenuator per MUTCD Standards or as directed by the Department.	\$1,053.00	\$750.00

*** 14 Awarded Items Total ***

Certificate Of Completion

Envelope Id: 4F4C284993BE440588D25DC20DC93E49	Status: Completed
Subject: GSD/SPD Procurement#: 00-80500-20-16829	
Source Envelope:	
Document Pages: 29	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Raelynn Lujan
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Raelynn.Lujan@state.nm.us
	IP Address: 164.64.63.2

Record Tracking

Status: Original	Holder: Raelynn Lujan	Location: DocuSign
9/24/2020 6:12:29 PM	Raelynn.Lujan@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico	Location: DocuSign
	GSD-SPD	

Signer Events

Signature	Timestamp
Raelynn Lujan	Sent: 9/24/2020 6:14:17 PM
raelynn.lujan@state.nm.us	Viewed: 9/24/2020 6:14:26 PM
New Mexico General Services	Signed: 9/24/2020 6:14:35 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 73.26.157.179	

Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 4:27:38 PM
ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31

Natalie Martinez	Sent: 9/24/2020 6:14:38 PM
Natalie.Martinez1@state.nm.us	Viewed: 9/24/2020 6:21:24 PM
New Mexico General Services	Signed: 9/24/2020 6:21:33 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 173.186.220.30	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk	Sent: 9/24/2020 6:21:36 PM
valerie.paulk@state.nm.us	Viewed: 9/24/2020 6:39:53 PM
State Purchasing Agent	Signed: 9/24/2020 6:40:34 PM
New Mexico General Services	
Signing Group: 35000 - State Purchasing Agent	Signature Adoption: Pre-selected Style
Security Level: Email, Account Authentication (None)	Using IP Address: 97.123.83.221
	Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2020 6:21:37 PM
Certified Delivered	Security Checked	9/24/2020 6:39:54 PM
Signing Complete	Security Checked	9/24/2020 6:40:34 PM
Completed	Security Checked	9/24/2020 6:40:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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