



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

**Price Agreement Amendment**

**Awarded Vendor**  
**0000045365**  
**Brasier Asphalt Inc.**  
**PO Box 19095**  
**Albuquerque, NM 87119**

**Email: sandy.brasier@brasierasphalt.com**  
**Telephone No. (505) 873-1322**

Price Agreement Number: **90-80500-19-16754**

Price Agreement Amendment No.: **One**

Term: **May 23, 2019 – May 22, 2021**

**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**  
**Various Locations**

**For questions regarding this Price Agreement please  
contact:**  
**Angela Martinez- (505) 570-7940**

**Title: Plant Mix Wearing Course Overlay**

**This Price Agreement 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 May 23, 2020 to May 22, 2021 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**

  
Mark Hayden, New Mexico State Purchasing Agent

Date: 4/3/2020



(Rev. 1/19)

# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
0000045365  
Brasier Asphalt Inc.  
PO Box 19095  
Albuquerque, NM 87119

**Email :** [sandy.brasier@brasierasphalt.com](mailto:sandy.brasier@brasierasphalt.com)

**Telephone No.:** (505) 873-1322

Price Agreement Number: 90-805-19-16754

Payment Terms: Net 30

F.O.B.: Destination

Delivery: Destination

**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](mailto:raelynn.lujan@state.nm.us)

**Invoice:**  
New Mexico Department of Transportation  
Various Locations

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

**Title:** Plant Mix Wearing Course Overlay

**Term:** May 23, 2019 – May 22, 2020

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

**Accepted for the State of New Mexico**

  
New Mexico State Purchasing Agent

Date: 5/22/2019

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

*nm*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-2

**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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-3

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 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-4

**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.insurenemexico.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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-5

**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 of 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-6

**Specifications:**

**PLANT MIX WEARING COURSE OVERLAY**

Establish a price agreement for Plant Mix Wearing Course Overlay 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 State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications(current editions). They are available on the NMDOT website, at: <http://dot.state.nm.us/content/nmdot/en/Standards.html> or they are available for purchase at the General Office Financial Control Section (505) 827-5159.

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

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 State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

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) 216-8777.

**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 Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

**Performance, Payment and Material Bond:**

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

Item prices 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-7

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.

**Method of Award:**

Method of award shall be to one or more Contractors statewide.

For a bid to be considered for award, bid 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.

This price agreement may be awarded to one (1) or more Contractors, but not to exceed three (3) Contractors.

**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 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



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-8

Solutions, Public Works Section. The 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>

**Contractor Requirements:**

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.

**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)

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-9

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

**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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-10

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

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

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

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

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

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

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).

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-11

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

### PLANT MIX WEARING COURSE OVERLAY:

All applicable sections of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions) shall apply and be considered an integral part of these specifications.

#### A. General

Section 104 - Scope of Work and Section 105 - Control of Work, of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions) shall be an integral part of these specifications.

#### B. Description

This work shall consist of a one-pass paving process that applies a Polymer Modified Emulsion (PME) followed immediately with a quality gap-graded hot mix wearing course. The PME shall be sprayed immediately prior to the application of the wearing course so that no part of the machine disturbs or affects the emulsion membrane. The process of spreading the emulsion membrane, spreading the wearing course, and screed seating shall be performed in less than five (5) seconds to ensure a homogeneous and high quality surface that can be opened to traffic immediately upon sufficient cooling. The design yields for Type B (3/8 inch) hot mix wearing course shall be sixty (60) pounds per square yard, and the Type C (1/2 inch) hot mix wearing course shall Ninety (90) pounds per square yard. The actual yield shall be within plus or minus five (5) pounds of the design yield. Actual yields over this tolerance will not be paid for. While actual yields under this tolerance shall be corrected by the Contractor at the Contractor's expense.

#### C. Materials

The Contractor shall formulate and submit a mix design that satisfies the general design limits listed below. The mix design for each mixture shall establish a single percentage of aggregate passing each required sieve size and a single percentage of asphalt material to be added to the aggregate, as well as recommendations of hydrated lime or liquid anti-stripping agent. See Tables 1 to 5 for mixture requirements and asphalt binder specifications.

Table 1 – Mixture Requirements					
Composition by Weight Percentages					
Sieves		3/8 IN. – Type B		1/2 IN. – Type C	
ASTM	MM	Design General Limits, % Passing	Production Tolerance, %	Design General Limits, % Passing	Production Tolerance, %
3/4" Inch *	19			100	
1/2 Inch	12.7	100		85-100	±5
3/8 Inch	9.5	85-100	±5	60-80	±5
#4	4.75	28-42	±4	28-42	±4
#8	2.36	22-32	±4	22-32	±4
#16	1.18	15-23	±3	15-23	±3
#30	0.60	10-18	±3	10-18	±3
#50	0.30	8-13	±3	8-13	±3

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-12

#100	0.15	6-10	±2	6-10	±2
#200	0.075	4-7	±2	4-7	±2
Asphalt Content %		5.3-6.0	±0.5	5.0-6.0	±0.5
Thickness, Microns **		10.0 Min.			
Drain down Test AASHTO T305		0.10% Max.			
Moisture sensitivity, AASHTO T283 ***		80% Min.			
Asphalt Grade Conforming to PAC 20, PAC 20 TR, PG 70-28, 70-28+ OR PG 76-22					
* A target of 100% passing the 5/8" is recommended. Mixtures containing 5/8" aggregates could require greater paving thickness.					
** Film thickness calculation based on gradation surface area factor method from Asphalt Institute MS-2 Table 6.1 with a minimum requirement of 10.0 microns based on effective asphalt.					
*** Compact samples with the gyratory compactor using 4-inch diameter molds and 100 gyrations.					
Use mix quantity necessary to obtain compacted samples 2.5±0.05 inch in height. Further test compacted samples regardless of air void levels achieved after 100 gyrations. Apply vacuum to samples to be conditioned for 20 seconds and proceed without calculating percent saturation. Mixture and compaction temperatures are to be as recommended by the binder supplier.					

**Asphalt Binder Specifications:**

Table 2 – PAC 20 Requirements	
<b>Specifications</b>	
Viscosity 60° C (140° F), Poises	1600 min
Viscosity 135° C (275° F), CS	2000 max
Penetration 25° C (77° F); 100g 5 SEC.; 0.1 MM	75-100
Penetration 4° C (39.2° F); 200g 60 SEC.; 0.1MM	30 min
Flash Point, COC, °F	425 min
Solubility in TCE, %	99.0 min
Softening Point, R & B, °F	125 min
Separation 325° F, R & B Difference, 48 Hrs.	4 max
<b>Residue from RTFOT:</b>	
Penetration 4° C (39.2° F); 200g 60SEC.; 0.1MM	15 min
Elastic Recovery, 25° C (77° F), %	60 min
The PAC-20 TR shall be manufactured at a refinery, plant, or terminal and certified for specification compliance prior to shipment. Blending at the Contractor's hot plant or field blending shall not be allowed. The Contractor shall circulate the PAC-20 TR binder for ½ hour immediately prior to any mix production. Circulation is not required more than once in 24 hours.	

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-13

Table 3 – PG Requirements	
<b>Specifications</b>	
<b>Test on Unaged Material:</b>	
Rotational Viscosity @ 135° C; PA.S	3000 Max
G*/SIN Delta; KPA	1.0 Min
<b>Test on TRFO Material:</b>	
Mass Loss	1.0 Max
G*/SIN Delta; KPA	2.2 Min
<b>Test on Pave (after RTFO) Residue:</b>	
Pave Temp @ 100° C	
G*/SIN Delta; KPA	5000 Max
<b>Bending Beam:</b>	
Creep Stiffness, 60S, MPA	300 Max
Slope, M, 60S	0.30 Min

Table 4 – PAC 20TR Requirements	
<b>Specifications</b>	
Flash Point (COC), ° C	219 Min
Penetration, 4° C	20 Min
Penetration, 25° C	50 Min
Ring & Ball Softening Point, ° C	50 Min
Viscosity, 135° C, Brookfield, CPS	175 Min
<b>Tests After Aging (TRFO)</b>	
Loss on Heating, %	0.5 Max
Elastic Recovery, %	60 Min
Penetration, 4° C	15 Min
<b>Modifiers</b>	
Percent Virgin Polymer, by Wt.	2 Min
Percent Ground Tire Rubber, by Wt.	4 Min

Table 5 – Polymer Modified (PG 70-28+) Requirements	
<b>Specifications</b>	
Meet PG oil requirements in Table 3 and requirements contained within this Table.	
Solubility in Trichloroethylene, Min % (Note 1)	97.5 Min
Elastic Recovery @25° C, Min %	65 Min
Note 1. If Solubility is less than 97.5 percent test the asphalt binder without polymer. The base asphalt binder shall be greater than 99.0 percent.	

**Coarse Aggregates Specifications:**

Coarse aggregates, material retained above the #4 Sieve used shall be from approved sources and shall meet the requirements listed in Table 6. Coarse aggregates shall also be crushed gravel, limestone, dolomite, granite, chert, trap rock, or other similar materials, or blends of two or more of the above. When coarse aggregates for these mixes are from more than one (1) source or of more than one (1) type of material, they shall be proportioned and blended to provide a uniform mixture. The combining of materials from two or more sources to produce aggregate will be permitted only when each source meets all applicable quality requirements. See Tables 6 to 8 for aggregate properties and mineral filler requirements.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-14

Table 6 – Coarse Aggregate – Properties			
Tests		Method	Value
Los Angeles Abrasion Value, % Loss		AASHTO T96	35 Max
Soundness, % Loss	Magnesium Sulfate or Sodium Sulfate	AASHTO T104	18 Max
			12 Max
Flat & Elongated Ratio (3:1)		ASTM D 4791	25 Max
Crushed, Single Face, %		ASTM D 5821	95 Min
Crushed, Two or More Mechanically Crushed Faces, %		ASTM D 5821	85 Min
Micro-Deval, % Loss		AASHTO TP58	18% Max

**Fine Aggregate Specifications:**

The fine aggregate, passing the #4 Sieve, shall meet the following requirements.

Table 7 – Fine Aggregate Requirements		
Tests	Method	Value
Sand Equivalent *	AASHTO T 176	45 Min
Methylene Blue (On Materials Passing #200) *	AASHTO T 330	10 max
Uncompacted Void Content	AASHTO T304	40 min
* If the finished Hot Mix asphalt mixture passes the moisture sensitivity requirement with TSR value above 80% as outlined in Table 1, the sand equivalent and methylene blue requirements may be waived.		

**Mineral Filler Specifications:**

Hydrated lime, Fly ash, Bag house fines, and Type 1 Portland cement are acceptable as mineral filler.

Table 8 – Mineral Filler Requirements	
Typical Acceptable Gradation	
100% Passing #600	
75 - 100 Passing #75	

**Tire Rubber Specifications:**

The rubber additive used in PAC-20 TR shall consist of 100% ground, cured tire rubber. The rubber shall be free from fibers, metal, or other contaminants such as dirt, rocks, etc. The ground tire rubber shall conform to the following specification requirements:

Appearance: Black powder, no visible fiber or metal

Sieve Analysis: Screen Size (US Standard)

% Passing

40

100

60

98-100

80

90-100

**Rubber Composition Specifications:**

Rubber Composition:	
Moisture, % by Wt.	0.5 Max
Metal Content, % by Wt.	0.01 Max
Fiber Content, % by Wt.	0.01 Max
Stone Content, % by Wt.	0.01 Max

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-15

**Uniformity:**

1. For any given purchase order the NMDOT may elect to obtain a sample of the ground rubber from the Asphalt Supplier's site and test the material for specification compliance.
2. The ground tire producer shall notify both the NMDOT and the Asphalt Supplier immediately in the event of any basic change in the process or place of manufacture.
3. Any alternate ground tire rubber source must be pre-approved by the NMDOT prior to use by the asphalt supplier.
4. Each shipment of ground tire rubber shall be filled only from the ground tire rubber supplier's lot.

**D. Construction Requirements**

The application rate for the Polymer Modified Emulsion Membrane (PME) shall at all times, remains between 0.15 and 0.27 gallons per square yard. See Table 9 for PME specifications.

Table 9: Polymer Modified Emulsion Requirements			
Test on Emulsion	Method	Minimum	Maximum
Viscosity @ 122° F, SSF	AASHTO T59	20	100
Sieve Test, %	AASHTO T59		0.1
24-Hour Storage Stability, % *	AASHTO T59		1
<b>Distillation **</b>			
Residue, %		63	
Oil Distillate, by Volume of Emulsion, %			2
<b>Test on Residue from Distillation</b>			
Solubility in TCE% ***	ASTM D2042	97.5	
Elastic Recovery @ 50° F % ****	ASTM D5892	55	
Penetration @ 77° F, 100g, 5 Sec DMM	ASTM D5	60	150
* After standing undisturbed for 24 hours, the surface shall not be a white, milky colored substance, but shall be a smooth homogeneous color throughout			
** Distillation is determined by AASHTO T 59, with modifications to include a 350±5°F maximum temperature to be held for a period of 15 minutes			
*** ASTM D5546 "Test method of solubility of Polymer-Modified Asphalt Materials in 1,1,1, - trichloroethane" may be substituted where polymers block the filter in Method D2042			
**** ASTM D976, "Standard Specification for Type I Polymer Modified Asphalt Cement for use in pavement construction", Section 6.2 with exception that the elongation is 20 CM and the test temperature is 50° F			

The Contractor shall not place the Plant Mix Wearing Course Overlay on a wet pavement. A damp paving surface is acceptable for placement if it is free of standing water and favorable weather conditions are expected. The pavement surface temperature shall not be less than 50 degrees Fahrenheit at the time of placement.

The PME shall be sprayed by a metered mechanical pressure spray bar at a temperature between 140 and 160 degrees Fahrenheit. The sprayer shall accurately and continuously monitor the shot rate and provide a uniform application rate at any width (fixed or variable) at any time at any speed.

To insure proper application temperatures at the job site, the asphalt hot plant shall not be located more than fifty (50) miles from the job site. The Hot Mix Wearing Course shall be applied at a temperature between 285 and 330 degrees Fahrenheit. It shall also be spread over the PME in less than five (5) seconds to insure proper emulsion break before rolling. The Hot Mix Wearing Course shall be placed full width over the PME. The type B (3/8") Hot Mix Wearing Course shall be placed at sixty (60) pounds per square yard. The type C (1/2") Hot Mix Wearing



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-16

Course shall be placed at Ninety (90) pounds per square yard. The actual yield shall remain within plus or minus five (5) pounds per square yard tolerance. Yields over this tolerance shall not be paid while yields under this tolerance shall be corrected by Contractor at Contractor's expense.

**Rolling:**

Rolling shall consist of a minimum of two (2) passes with a steel double drum roller before the material temperature has fallen below 185 degrees Fahrenheit. At no time shall the roller or rollers be allowed to remain stationary on the freshly placed asphalt concrete. Rolling shall immediately follow the placement of the wearing course with an approved roller. Roller(s) shall be properly maintained and have a functioning water system that prevents adhesion of the fresh mix onto the roller drums. Rolling shall be done in the static mode.

**Surface Preparation:**

All loose aggregate or debris on roadway shall be power broomed before application of any materials. Any material transfer shall not result in debris, hot mix asphalt, or any aggregate being spilled onto the road surface prior to emulsion bond or surface treatment placement. Cracks shall be cleaned and flush filled with material approved by the District Engineer or their designee. Existing crack sealant shall be allowed to fully cure prior to placement of wearing course.

**E. Equipment Specifications:**

**General:**

All proposed equipment to accomplish the work described here shall be of sufficient quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property, or other highways will result from its use.

The Contractor must have more than one self-propelled lay down paver available at all times in order to satisfy different purchase orders at the same time.

**Self-Priming Paver:**

The self-priming paver shall be capable of spraying the emulsion membrane, applying the wearing course overlay, and providing a smooth surface to the mat in one pass and capable of laying wearing course at a minimum rate of ninety-two (92) feet per minute. The paving machine shall have a receiving hopper, heated hot mixing device (pug mill or auger type), and an emulsion storage tank. The hot mix material shall be transferred directly to the paving augers via the mixing device (auger or pug mill). Significant temperature segregation behind the screed shall be cause to reject equipment based on inadequate mixing after extended hauls. The paver must also have an emulsion spray bar and a variable width, electrically heated (iron type), and combination tamping bar/vibratory screed. Combination tamping bar/vibratory screed shall achieve approximately fifty (50) percent seating while mix temperature is at its highest point before cooling. The screed shall have the ability to be crowned at the center both positively and negatively and have vertically adjustable extensions to accommodate the desired pavement profile. The emulsion spray bar must concurrently vary in width with the screed and accurately meter and adjust a constant emulsion shot rate with any change in overall screed width. Overlay of spray nozzles, inadequate trough recovery resulting in overflow, or variation in shot rate across the paving width shall be cause for rejection. No wheel or other part of the paving machine shall come in contact with the emulsion membrane before the wearing course is applied.

**Rollers**

Steel wheel rollers shall meet requirements of Subsection 423.3.4.4 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition. Double drum steel wheel roller shall be sufficient to obtain the required seating while the hot mix surface treatment is in workable condition. No roller shall be used, weighing less than nine (9) tons. All rollers shall be equipped with pads and a water system, which prevents sticking or the mix to roller wheels.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-17

The District Engineer or their designee will determine if equipment is acceptable and their decision shall be final.

**E. 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 reflectorized pavement markings for a period of two weeks after placement. The District Engineer or their designee will have the option to decide 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 District Engineer or their designee.

**Specifications for Cold Milling of Hot Mix Asphalt Surfaces:**

- A.** Sections 104, 105, and 414 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provision and supplemental specifications (current editions), shall be considered an integral part of this price agreement, except as per the following special provisions.

The Contractor shall be responsible for securing water for operations. The cost of water shall be incidental to the cold milling items.

- B.** This work shall consist of milling pavement surface(s) to the depth and width established by District Engineer or their designee, and removing, hauling and stockpiling of millings, as established by the District Engineer or their designee. This work shall consist of cold milling material from existing pavement surface(s) for:

- Butt Joints at bridge approaches and departures and/or beginning and ending or project limits in order to provide a smooth transition from the new surface back to the existing surface. Tapering of butt joint shall be 50' in length to every 1" depth into the existing asphalt surface.
- Cold milling of material in preparation for plant mix wearing course overlay.

**C. Milling Operations**

Cold milling shall consist of milling to a depth and width established by the District Engineer or their designee. Machine shall be equipped with grade control to monitor to referenced grade lines.

**D. Equipment**

The equipment used for this operation shall meet the following specifications:

1. Power operated planning or grinding machine capable of removing, in one pass, a layer of Hot Mix Asphalt pavement material to a depth of 6 inches with a maximum cutting width of 72 inches.
2. The cutting area of the equipment shall be enclosed and must have effective means of dust control.
3. Equipped with grade reference control device.
4. Shall be capable of reclaiming at least 95% of the material milled. The use of a vacuum or pick-up type sweeper may be required

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-18

**Method of Measurement and Payment:**

**Cold Milling:**

The accepted quantities of cold milled surfaces will be measured and paid for by square-inch in the nearest quarter (1/4) inch increments.

In the event the milled material needs to be hauled to a stockpile site located more than five (5) miles from the closest end of the project to the stockpile location; the hauled material will be paid for at the unit price submitted for the item Hauling of Millings. The District Engineer or their designee shall compute the cubic yards of material milled. The cubic yards calculated, multiplied by the haul distance less free-haul of five (5) miles, shall be used to calculate and pay for the Hauling of Millings in yard-mile. No payment will be made for hauling of millings that are stockpiled within five (5) miles.

**Plant Mix Wearing Course/Overlay:**

The Plant Mix Wearing Course Items (001 thru 006) shall be measured and paid by the ton, for the production and placement of the hot mix asphalt excluding asphalt binder (PAC 20, PAC 20 TR, PG 70-28, 70-28+ OR PG 76-22).

**Polymer Modified Asphalt Emulsion (PME):**

Polymer Modified Asphalt Emulsion (PME) will be measured and paid by the ton. The quantity of PME shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. Upon completion of the project, unused emulsion shall be returned to the manufacturer, weighed back and that quantity shall be credited. Each asphalt binder or emulsion item shall be measured and paid by the ton.

All quantities are to be measured by the District Engineer or their designee and shall be considered final. All payments for quantities shall be based off the same determination and will also be considered final.

**General Requirements:**

**Method of Measurement and Payment:**

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

**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, 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.

**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 New Mexico Department of Transportation 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-19

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 (1 ½ ) percent per month.

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

**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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-20

**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 his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station \_\_\_\_\_.

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

**Quantities:**

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-21

**Awarded Items:**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	13,000	Ton	Type B 3/8" Plant Mix Wearing Course - Produced for statewide project sites. 1 to 2,600 tons.	\$ 62.00
2	19,500	Ton	Type B 3/8 "Plant Mix Wearing Course - Produced for statewide project sites. > 2,600 to 5,200 tons.	\$ 57.00
3	26,000	Ton	Type B 3/8" Plant Mix Wearing Course - produced for statewide project sites. > 5,200 tons.	\$ 55.00
4	19,000	Ton	Type C 1/2" Plant Mix Wearing Course- Produced for statewide project sites. 1 to 3,800 tons.	\$ 62.00
5	28,500	Ton	Type C 1/2" Plant Mix Wearing Course - Produced for statewide project sites. > 3,800 to 7,600 tons.	\$ 57.00
6	38,000	Ton	Type C 1/2" Plant Mix Wearing Course. Produced for statewide project sites. > 7,600 tons.	\$ 55.00
7	320,000	S.Y.	Type B 3/8" Plant Mix Wearing Course - Placed at statewide project sites. 1 to 80,000 S.Y. range.	\$ 3.45
8	480,000	S.Y.	Type B 3/8" Plant Mix Wearing Course – Placed at statewide project sites. > 80,000 to 160,000 S.Y. range.	\$ 3.00
9	640,000	S.Y.	Type B 3/8" Plant Mix Wearing Course - Placed at statewide project sites. > 160,000 S.Y. range.	\$ 2.75
10	320,000	S.Y.	Type C 1/2" Plant Mix Wearing Course- Placed at statewide project sites. 1 to 80,000 S.Y. range.	\$ 3.45
11	480,000	S.Y.	Type C 1/2" Plant Mix Wearing Course - Placed at statewide project sites. >80,000 to 160,000 S.Y. range.	\$ 3.00
12	640,000	S.Y.	Type C 1/2" Plant Mix Wearing Course - Placed at statewide project sites. > 160,000 S.Y. range.	\$ 2.75

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-22

Item	Approx. Qty.	Unit	Article and Description	Unit Price
13	5,000	Ton	PAC-20 - Delivered statewide.	\$ 760.00
14	1,000	Ton	PAC-20TR - Delivered statewide.	\$ 810.00
15	1,000	Ton	PG 70-28 - Delivered statewide.	\$ 635.00
16	1,000	Ton	PG 70-28+ - Delivered statewide.	\$ 760.00
17	1,000	Ton	PG 76-22 - Delivered statewide.	\$ 635.00
18	2,000	Ton	Polymer Modified Emulsion (PME) - Delivered statewide.	\$ 585.00
19	50,000	Mile	Hauling of Dry Aggregate to Plant for Mix - No payment shall be made for the first 25 miles of any haul (Ton per Mile)	\$ 0.40
20	2,000	Hour	Hauling of Plant Mix Wearing Course Material in Three Axle Dump Trucks (ten wheel).	\$ 85.00
21	5,000	Hour	Hauling of Plant Mix Wearing Course Material in Tractor with End Dumps Trailers or Belly Dump (eighteen wheels).	\$ 110.00
22	50,000	Mile	Hauling of Plant Mix Wearing Course Material. 41 or more miles (Ton per Mile)	\$ 0.38
23	50,000	Mile	Hauling of Plant Mix Wearing Course Material. 21 to 40 miles (Ton per Mile)	\$ 0.42
24	50,000	Mile	Hauling of Plant Mix Wearing Course Material. 1 to 20 miles (Ton per Mile)	\$ 0.48
25	10,000	S.Y.	Cold Milling of Hot Mix Asphalt Surfaces (Square yard per Inch)	\$ 1.00
26	50,000	C.Y.	Hauling of Millings - No payment for haul of 5 miles or less. (Cubic Yard per Mile)	\$ 0.55
27	2,000	Mile	Mobilization - Moving charge from the contractors last work site or from the contractors office of record in New Mexico whichever is less to any destination as requested. No payment will be made for moves less than 25 miles.	\$ 200.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-23

Item	Approx. Qty.	Unit	Article and Description	Unit Price
28	600	Hour	Urban Traffic Control - As prescribed in the MUTCD regarding sign spacing and/or if working hours are restricted to seven hours or less. To include all signing and traffic channelization devices for adequate handling of traffic.	\$ 280.00
29	600	Hour	Rural Traffic Control - To include all signing and traffic channelization devices for adequate handling of traffic for work done outside urban areas.	\$ 250.00
30	100,000	S.Y.	Night Time Work Pay Adjustment - Additional payment per square yard of Plant Mix Wearing Course placed when night time operations are required by the District Engineer or their designee. Night time hours shall be considered from 8 p.m. to 5 a.m. No Night Time Work Pay Adjustment shall be paid if the contractor chooses to work during the night time hours but night time operations are not a requirement by the District Engineer or their designee.	\$ 1.00
31	200	Hour	Off-Duty Police Officer -For traffic control when requested by the District Engineer or their designee.	\$ 50.00
32	16,000	L.F.	Re-establish Temporary Centerline- With 4 inch by 4 foot stripe with 36 feet spacing as designated by the District Engineer or their designee.	\$ 1.00
33	20,000	Each	Re-establish Temporary Centerline- With reflectorized tabs at 40 feet spacing or as designated by the District Engineer or their designee.	\$ 1.00
34	160,000	L.F.	Permanent Striping - Re-establish permanent striping meeting requirements of NMDOT Specification 704.2.1 Traffic Paint. Placed 4"x10' at 30' spacing on centerline and solid shoulder striping.	\$ 0.20



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16754

Page-24

Item	Approx. Qty.	Unit	Article and Description	Unit Price
35	16,000	L.F.	Removal of Temporary Stripe -Temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as directed by District Engineer or their designee.	\$ 2.10
36	20,000	L.F.	Removal of Temporary Tab Pavement Markings - To be removed within two (2) weeks of re-establishment of permanent striping as directed by District Engineer or their designee.	\$ 0.75
37	1,200	Hour	Sequential Flashing Arrow Board - As required by the District Engineer or their designee.	\$ 15.00
38	1,200	Hour	Variable Message Board - As required by the District Engineer or their designee.	\$ 20.00
39	1,200	Hour	Pilot Car -For traffic control as required by the District Engineer or their designee.	\$ 70.00

\*\*\* 39 Items Awarded \*\*\*