



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
3 Vendors

Price Agreement Number: 90-805-19-16770

Price Agreement Amendment No.: Two

Term: August 23, 2019 – August 22, 2021

Ship To:
New Mexico Department of Transportation
Will pick up

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: Raelynn.lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
District Six
1919 Pinon Drive – PO Box 2159
Milan, NM 87021-2159

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

Title: Hot Mix (HMA) Hot Mix Cold Lay (HMCL) Asphalt – District 6

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 August 23, 2020 to August 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: 07/30/2020



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

Price Agreement Amendment

Awarded Vendor
0000146049 (AC)
VHCC, LLC
PO BOX 1110
Gallup, NM 87305

Email: www.vernonhamiltoncon.com
Telephone: [505-722-7855](tel:505-722-7855)

Price Agreement Number: **90-80500-19-16770**

Price Agreement Amendment No.: **One**

Term: **August 23, 2019 – August 22, 2020**

Ship To:
New Mexico Department of Transportation
Will Pick Up

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

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

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

Invoice:
New Mexico Department of Transportation
District 6
1919 Pinon Drive- PO Box 2159
Milan, NM 87021-2159

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

Title: Hot Mix Asphalt (HMA) Hot Mix Cold Lay (HMCL) Asphalt- District 6

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

This amendment is issued to reflect the following effective immediately:

Vendor Titan Machinery Inc. has been acquired by Century Equipment Company.

From:	To:
(AC) 0000049724	(AC) 0000146049
Vernon Hamilton Construction Co.	VHCC, LLC
PO Box 2558	PO Box 1110
Gallup, NM 87305	Gallup, NM 87305
(505) 722-7855	(505) 722-7855
belle@vernonhamiltoncon.com	www.vernonhamiltoncon.com

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

Accepted for the State of New Mexico

Valerie Paulk

Mark Hayden, New Mexico State Purchasing Agent

Date: 6/25/2020

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



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:

3 Vendors Awarded – See page 6 for details

Telephone No.:

Price Agreement Number: **90-805-19-16770**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Ship To:

**New Mexico Department of Transportation
Will pick up**

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

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

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

Invoice:

**New Mexico Department of Transportation
District Six
1919 Pinon Drive- PO Box 2159
Milan, NM 87021-2159**

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

Title: Hot Mix Asphalt (HMA) Hot Mix Cold Lay (HMCL) Asphalt – District 6

Term: August 23, 2019 thru August 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

A handwritten signature in black ink, appearing to read "Mark Hayden".

Mark Hayden, New Mexico State Purchasing Division

Date: 8/23/2019

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

Handwritten initials in black ink, possibly "SL".

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Terms and Conditions
(Unless otherwise specified)

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

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

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

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

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

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

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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 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.

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Awarded Vendors:

(AA) 0000129980
Black Rock Services
PO Box 1379
Peralta, NM 87042
(505) 873-6524
rcaldwell@blackrock-service.com
jhale@blackrock-services.com

Delivery: \$0.20 per ton per mile, 5% Preference

(AB) 0000046809
C & E Concrete, Inc.
PO Box 2547
Milan, NM 87021
(505) 287-2944
bjmace@ceconcrete.net
wlm@ceconcrete.net

Delivery: As required, 5% Preference

(AC) 0000049724
Vernon Hamilton Construction Co.
PO Box 2558
Gallup, NM 87305
(505) 722-7855
belle@vernonhamiltoncon.com

Delivery: Upon Request

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Specifications:

Establish a Price Agreement for Hot Mix Asphalt (HMA) and Hot Mix Cold Lay (HMCL) Asphalt for District 6 of the New Mexico Department of Transportation. **This is a materials only price agreement.**

All products purchased under this contract shall meet the specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications. <http://dot.state.nm.us/content/nmdot/en/Standards.html>

Vendors are required to have prior product approval through the NMDOT Product Evaluation Committee in order for bid items to be awarded.

Term of Agreement:

The term of this agreement is for a period of one year from date of award with an option to extend for a period(s) of three (3) additional years, on a year-to-year basis, by mutual agreement of both parties and the approval of the State Purchasing Agent at the same prices, terms and conditions. This price agreement shall not exceed four (4) years.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the 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 vendor, 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 returned by the vendor in his/her bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State 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 contract include an amount sufficient to cover such costs.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required by the using agency.

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or Social Security number_____.

Bid Review:

The New Mexico Department of Transportation (NMDOT) shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for final determination.

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Price Agreement #: 90-805-19-16770

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Method of Award:

Method of award shall be to multiple vendors.

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

Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to provide items and/or services shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded vendor.
3. The vendor selected to perform the work shall be the vendor providing services and/or items for the specific purchase order at the lowest overall cost to the New Mexico Department of Transportation and able to meet all requirements including delivery schedule. The NMDOT District Six reserves the right to purchase materials from any of the awarded Contractors based on the needs of the Department. The District Engineer or designee will determine and use the Price Agreement item which best serves the Department's needs, based on cost, location, delivery time, schedule of work and quality of materials. All decisions by the District Engineer or his designee will be final.

The Contractor Agrees to:

Contractor shall indemnify and hold harmless The State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractors and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, person(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save 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 agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the 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 agreement.

Contractor agrees to be bound by all provisions, requirements, specifications, plans, time-tables contained or referenced in this Price Agreement. Contractor further agrees to furnish all materials, supplies, equipment, labor and tools to perform the work specified.

General Notes:

1. For the determination of any design parameters for Minor Pavement, the estimated traffic shall greater than or equal to three (3) million to less than ten (10) million Equivalent Single Axle Load (ESAL).
2. Vendor is to supply certified scale weigh ticket indicating gross, tare, net weight and the NMDOT issued purchase order number.

Minimum Requirements:

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION MODIFYING**

SECTION 423: HOT MIX ASPHALT (HMA) (MAJOR PAVING)

All provisions of SECTION 423 – HOT MIX ASPHALT (HMA) (MAJOR PAVING) of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition, shall apply as modified herein:

Delete the following section to include the following:

423.1 DESCRIPTION

This Work consists of providing Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA) to include crushing, stockpiling, hauling, asphalt binder, mineral admixture, mix design, mixing, providing cold feeds, and process control testing.

423.2 MATERIALS

423.2.1 General

HMA is a mixture of asphalt binder, aggregate, blending sand, mineral filler, and mineral admixture. The Department will allow Recycled Asphalt Pavement (RAP) in HMA mixtures as long as the resulting mixture conforms to all specification requirements.

The Contractor shall size, uniformly grade, and combine aggregate fractions in accordance with the Contract. The Contractor shall test Materials in accordance with applicable AASHTO/ASTM methods, as modified by the Department (if applicable) or other test procedures as directed by the Department. The State Materials Bureau will decide all questions pertaining to the interpretation of test procedures.

423.2.2 Aggregate

The Contractor shall ensure the aggregate gradation of the HMA mixture meets the requirements of Table 416.2.2.1:1, "HMA Aggregate Gradation Control Points." The Project Manager may require, at no additional cost to the Department, wet preparation, per AASHTO T 146, Method A, if the Project Manager determines there are Deleterious Materials present in the aggregate stockpiles before aggregate gradation testing. The Contract will specify the type of HMA the Contractor is to use. The Department will allow the Contractor to combine Materials from two (2) or more sources to produce aggregate only when each individual aggregate source meets all applicable quality requirements.

423.2.2.1 Gradation and Quality Requirements

Table 416.2.2.1:1								
HMA Aggregate Gradation Control Points								
% passing per HMA type								
Sieve size	SP-II		SP-III		SP-IV		SP-V	
	Min	Max	Min	Max	Min	Max	Min	Max
two (2) inch	—	—	—	—	—	—	—	—
1 1/2 inch	100	—	—	—	—	—	—	—
One (1) inch	90	100	100	—	—	—	—	—
3/4 inch	—	90	90	100	100	—	—	—
1/2 inch	—	—	—	90	90	100	100	—

Table 416.2.2.1:1
HMA Aggregate Gradation Control Points

Sieve size	% passing per HMA type							
	SP-II		SP-III		SP-IV		SP-V	
	Min	Max	Min	Max	Min	Max	Min	Max
3/8 inch	—	—	—	—	—	90	90	100
No. 8	19	45	23	49	28	58	32	67
No. 200	1.0	7.0	2.0	8.0	2.0	10.0	2.0	10.0

423.2.2.1.1 Aggregate Quality

For each Material source, the Contractor shall ensure the HMA coarse aggregate has an AI of 25 or less when calculated in accordance with Section 901, "QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)."

The Contractor shall regulate the crushing of aggregate to:

1. Minimum Fractured Faces content of the plus No. 4 Material complies with the requirements of Table 416.2.2.1.2:1, "Fractured Faces, Sand Equivalent, and Fine Aggregate Angularity," and evaluation by AASHTO 335-09, "*Fractured Face Determination for Coarse Aggregate*."
2. Ensure the combined plus 3/8 inch material contains no more than 20% flat, elongated particles with a dimensional ratio of 3:1 or greater as determined by ASTM D 4791 (TTCP Modified).
3. Ensure the combined material, excluding RAP; passing the No. 40 sieve is non-plastic.
4. Ensure that before the addition of mineral admixtures, the minimum sand equivalent value and the minimum fine aggregate angularity value of the combined aggregate, excluding RAP, complies with the requirements of Table 416.2.2.1.2:1, "Fractured Faces, Sand Equivalent, and Fine Aggregate Angularity."
5. Determine the Sand Equivalent value in accordance with AASTHO T 176, Alternate Method No. 1, and Fine Aggregate Angularity value in accordance with AASHTO T 304, Method A.

423.2.2.1.2 Fractured Faces

The Department will consider a face to be fractured when at least one-half of the projected particle area exhibits a rough, angular, or broken texture with well-defined edges.

Table 416.2.2.1.2:1
Minimum Fractured Faces, Sand Equivalent, and Fine Aggregate Angularity for Virgin Aggregates

Design Traffic, ESALs ^a x 10 ⁶	Fractured Faces ^b	Sand Equivalent (%)	Fine Aggregate Angularity
< 3.0	75.0 / —	45.0	40.0
≥ 3.0 – < 10.0	85.0 / 80.0	45.0	45.0
≥ 10.0 – < 30.0	95.0 / 90.0	45.0	45.0
≥ 30.0	99.0 / 95.0	50.0	45.0

^aESALs are based on a 20-year design life for all scenarios.

^bUnder "Fractured Faces," 85.0 / 80.0 denotes that 85.0% of the coarse aggregate has at least 1 Fractured Face and 80.0% has at least two (2) Fractured Faces.

Ensure RAP provided from sources outside the Project has at least 75% Fractured Faces (one (1) Fractured Face); however, Sand Equivalent and Fine Aggregate Angularity do not apply.

423.2.2.2 Production

When producing aggregates for HMA, the Contractor shall:

1. Remove natural fines by screening and stockpiling separately;
2. Use a No. 4 screen, minimum, or a larger screen if needed to properly control the crushing and screening operation;
3. Crush the aggregate retained on the scalping screen and separate the crushed Material into at least two (2) stockpiles of fine and coarse aggregates; and
4. Regulate crushing operations to produce Material that meets design requirements when combined.

423.2.2.3 Stockpiling

The following requirements apply to stockpiles:

1. Place stockpiles upon prepared sites;
2. Make stockpiles neat and regular to prevent segregation;
3. Provide enough storage space for each size of aggregate;
4. Separate the aggregate stockpiles far enough apart to prevent mixing, or with walls or partitions;
5. Prevent contamination (store stockpiles away from vehicular and Equipment traffic);
6. Keep the storage yard neat and orderly and keep the stockpiles accessible for sampling; and
7. Keep the aggregate sizes separated until delivered to the cold feed system that feeds the drier.

423.2.2.4 Combining

When combining crushed Materials from different stockpiles, including RAP (if in the mixture); the Contractor shall ensure the product is in accordance with the mix design gradation requirements. The Contractor shall use controlled feeders from each stockpile to combine crushed Material.

423.2.3 Asphalt Binder

The Contract will specify the type and grade of asphalt binder. The Contractor shall provide asphalt binders in accordance with Section 402, "Asphalt Materials and Mineral Admixtures." The Contractor shall not change the asphalt source after approval of the mix design without written approval of the State Materials Bureau.

423.2.4 Mineral Admixtures

The Contractor shall provide mineral admixtures in accordance with Section 402, "Asphalt Materials and Mineral Admixtures."

423.2.5 Blending Sand

Blending sand consists of the following:

1. Natural fines from the scalping process;
2. Concrete sand;
3. Sandy Material; or
4. A combination of these, graded to the mix design requirements.

The Contractor shall determine the need for and percentage (a maximum of 20.0%) of blending sand using mix design tests on samples taken from stockpiles during crushing operations and submitted to an approved testing Laboratory.

423.2.6 Mineral Filler

The Contractor shall, if required by mix design, provide mineral filler in accordance with AASHTO M 17 and approved by the State Materials Bureau. The Department will not allow fly ash as mineral filler for HMA.

Delete the following subsection to include the following:

423.2.7 Reclaimed Asphalt Pavement (RAP)

The Contractor may use RAP removed under the Contract consisting of salvaged, milled, pulverized, broken, or crushed asphalt pavement. The Contractor may use RAP produced from outside sources provided the following is met: After the Contractor obtains sufficient quantities of RAP aggregate samples in accordance with AASHTO T 308; the Department will accept RAP for which the coarse aggregate has a percent wear of 40.0 or less, at 500 revolutions, when tested in accordance with AASHTO T 96. The Contractor shall provide plus No. 4 RAP Material with a minimum of 75% Fractured Faces content (one (1) face). The Department will make no additional payment for the asphalt binder in the RAP or asphalt binder due to asphalt binder grade adjustment.

The Contractor may use a maximum of 15% RAP (by weight) in the production of HMA mixtures without changing the asphalt binder.

For Projects of entirely new construction, the Contractor shall:

1. Limit the RAP to 15% in the top mat or extract, recover and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M323, Appendix A.
2. Ensure the resultant binder meets the entire AASHTO M320 (excluding direct tension) required Project PG asphalt binder properties indicated on the approved mix design.

If Plus Grades of PG asphalt binder is specified on the project, for quantities greater than 15% RAP, the Contractor shall extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A. The Contractor shall ensure the resultant binder meets the entire AASHTO M 320 required Project PG asphalt binder properties indicated on the approved mix design including the additional Plus Grade requirements for Elastic Recovery and Solubility.

The Contractor shall:

1. Process RAP so that 100% passes a 1-1/2-inch sieve. :
2. Maintain adequate stockpile management (i.e. sufficient quantities and shaping of the stockpiles)
3. Address in the Quality Control Plan how RAP will be controlled, such as which screen will be used to split into two (2) stockpiles, or by what method the RAP will be controlled to keep the resultant mix within acceptable limits.
4. Account for the weight of the binder in the RAP when batching aggregates.
5. Provide RAP that is free of Deleterious Materials.
6. Perform Process Control testing in accordance with Section 901, "Quality Control/Quality Assurance (QC/QA)," Table 901.5:3, "Minimum Process Control Guidelines for Aggregates, Base Course, and RAP (QC).", as RAP is produced and prepared for inclusion in the HMA, If problems with HMA consistency or compliance with Project Specifications occur, additional efforts taken to achieve acceptable levels of consistency and compliance with Contract Specifications, at the Contractor's discretion (at no additional cost to the Department), include, but are not limited to:

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1. Reduce the top size of the RAP from 1-1/2 inch to one (1) inch;
2. Fractionate the aggregates on a second screen, such as the 3/8 inch or 1/4 inch Screen so that the RAP is maintained in three (3) stockpiles, one being RAP larger than 1-1/2 inch to two (2) inch, Coarse RAP and the third being Fine RAP;
3. Ensure that the RAP used in the HMA mix design is representative of the RAP available on the Project;
4. Cover the RAP pile(s) so that ambient moisture is not absorbed; and
5. Process and maintain the stockpiles so that the RAP material is equally and uniformly distributed throughout the entire stockpile(s) and is withdrawn such that uniform, non-segregated RAP is delivered to the hoppers.

Delete the following section to include the following:

423.2.8 Mix Design

The Contractor shall provide a mix design developed by a Department approved testing Laboratory, reviewed and signed by a professional Engineer licensed by the New Mexico Board of Registration for Professional Engineers and Land Surveyors. A list of approved private testing laboratories is available from the State Materials Bureau. The Contractor shall develop the mix design at no additional cost to the Department.

The Contractor shall provide to the State Asphalt Engineer the mix design developed in accordance with the Contract documents and AASHTO R35 as modified by NMDOT for review and concurrence. The Contractor shall summarize the mix design results from the Department approved testing Laboratory in a format approved by the State Materials Bureau. Department concurrence of a mix design will not relieve the Contractor of full responsibility for producing an acceptable mixture. The mix design may require adjustment in accordance with Section 423.2.9 "Job Mix Formula."

The Department will require a minimum of one percent (1.0%) mineral admixture in all mix designs. The Contractor shall include the mineral admixture in the gradation for developing the mix design. AASHTO T 354 may be used in lieu of AASHTO T 84/T 85. The mix design shall be in accordance with Table 423.2.8:1, "HMA Superpave Design Requirements for Aggregates with Less Than three percent (3.0%) Absorption," or Table 423.2.8:2, "HMA Superpave Design Requirements for Aggregates with three percent (3.0%) or Greater Absorption."

The Contractor shall test the HMA in accordance with AASHTO T 283, as indicated below:

1. Use six (6) inch diameter specimens; Compact all test specimens in accordance with AASHTO T 312.
2. Conditioned specimens shall include one (1) freeze thaw cycle.
3. On the AASHTO T283 Section 11.3 scale of zero (0)-five (5), with five (5) exhibiting the most damage from moisture, visually estimate the amount of damage caused by moisture on the interior surfaces of each broken specimen.
4. The tensile stress ratio shall be a minimum of 85%.

Provide a mixture that meets all applicable criteria. If tests indicate the need for additives or modifiers not specified in the Contract or a change in source of binder to satisfy mix design requirements, perform the required changes at no additional cost to the Department.

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Table 423.2.8:1
HMA Superpave Design Requirements for Aggregates with Less Than
3.0% Absorption

(a) 20-year design ESALs	N initial	N design (b)	N max	Percent Voids in the Mineral Aggregate (VMA) per nominal maximum aggregate size				Voids Filled with Asphalt (VFA) Range, % (c)	Dust to Binder Ratio Range
				One (1) inch (SP-II)	3/4 inch (SP-III)	1/2 inch (SP-IV)	3/8 inch (SP-V)		
< 0.3	<91.5			12.5	13.5	14.5	15.5	72.0–80.0	0.6 to 1.4
		96.0	< 98.0	14.0	15.0	16.0	17.0		
0.3–3.0	<90.5							68.0–78.0	
≥3.0	<89.0							68.0–75.0	

^aIn Millions

^bDesign Air Void Content of four percent (4%)

^cFor one (1) inch nominal maximum size mixtures, the specified lower limit of the VFA shall be 70% for the design traffic level <0.3 million ESALs.

Table 423.2.8:2									
HMA Superpave Design Requirements for Aggregates with 3.0% or Greater Absorption									
(a) 20-year design ESALs	N initial	N design (b)	N max	Percent Voids in the Mineral Aggregate (VMA) per nominal maximum aggregate size				Voids Filled with Asphalt (VFA) Range, % (c)	Dust to Binder Ratio Range
				One (1) inch (SP-II)	3/4 inch (SP-III)	1/2 inch (SP-IV)	3/8 inch (SP-V)		
<0.3	<91.5							70.0–80.0	
0.3–<3.0	<90.5	96.5	< 98.0	12.0 – 14.0	13.0 – 15.0	14.0 – 16.0	15.0 – 17.0	65.0–78.0	0.6 to 1.4
≥3.0	<89.0							65.0–78.0	
In Millions Design Air Void Content of 3.5% For one (1) inch nominal maximum size mixtures, the specified lower limit of the VFA will be 70% for the design traffic level <0.3 million ESALs.									

Department reviewed commercial mix designs are acceptable for use on NMDOT Projects with the concurrence of the State Asphalt Engineer. The commercial mix design will be submitted for review and concurrence by the State Asphalt Engineer for conformance with the contract documents and re-issued with project information.

An approved mix design is valid for one (1) year from the date of review. If the Aggregate Index expires within that year, a new Aggregate Index needs to be established in order to keep the mix design valid. The Contractor shall submit a new mix design if changing the source of Materials.

Delete the following subsections:

423.2.9 Job Mix Formula

423.2.9.1 Job Mix Formula Adjustment

Delete the following section:

423.3 CONSTRUCTION REQUIREMENTS

423.3.1 General

The Contractor shall:

1. Provide sufficient storage space for each size of aggregate and RAP;
2. Keep the different sizes separate and ensure that segregation, degradation, or combination of Materials of different aggregate sizes does not occur until delivery to the cold feed system;
3. Re-screen or waste segregated or degraded Material;
4. Provide separate storage and feeder for mineral filler if the Contract requires mineral filler; and
5. If the Project Manager determines that uncoated aggregate exists, the Contractor shall take corrective action.

Delete the following subsection:

423.3.2 Mix and Laydown Temperature Requirements

423.3.3 Addition of Mineral Admixtures

The Contractor shall:

1. Monitor the out feed of the mineral admixture with sensors that provide audible and visual signals to control the out feed with an accuracy of ± 3.0 % by weight.
2. Control the mineral admixture content such that it meets the range specified in the approved mix design.
3. Add the mineral admixture to the aggregate in an enclosed pug mill immediately after leaving the cold feed and just before introduction into the drier drum or aggregate drier.
4. Minimize the loss of mineral admixture while adding to the aggregate. When mixing the aggregate and mineral admixture, the Contractor shall maintain the moisture content of the combined aggregate at the recommended moisture content as shown on the approved mix design.

423.3.4 Equipment

423.3.4.1 Mixing Plants

423.3.4.1.1 Plant Scales

The Contractor shall ensure that the scales are accurate to 0.5% of the maximum allowable load in accordance with the Federal Motor Carrier Safety Administration (FMCSA) publication, as certified by a licensed scale technician. Submit a copy of the certification to the Project Manager.

423.3.4.1.2 Storage of Asphalt Binder Materials

The Contractor shall provide storage tanks for asphalt binder capable of holding, heating and circulating the asphalt at the required temperatures and measuring the temperature of the asphalt in the tank.

The Contractor shall allow measuring and sampling of asphalt binder from the delivery trucks upon arrival.

423.3.4.1.3 Feeder for Drier

The Contractor shall equip the plant with an accurate feeding mechanism to deliver the aggregate into the drier and maintain uniform production.

423.3.4.1.4 Drier

The Contractor shall equip the plant with a system to continuously agitate the aggregate during the heating and drying process. Use a drier that can dry and heat the aggregate and prevent fuel oil or carbon from coating the aggregate. Take corrective action if the aggregate becomes coated with burner fuel.

423.3.4.1.5 Bins

The Contractor shall equip the plant with storage bins large enough to supply the mixer when it is operating at full capacity and arrange the bins to ensure separate and adequate storage of the appropriate aggregate sizes. Equip the bins with warning devices that notify the control panel when the bins are low.

423.3.4.1.6 Asphalt Binder Control Unit

The Contractor shall equip the plant with a scale or meter to control the rate of flow to determine the amount of asphalt binder added to the mix.

423.3.4.1.7 Thermometers

The Contractor shall equip the discharge chute of the drier with a recording thermometer to register the temperature of the heated aggregates or mix. Provide the Project Manager with a record of discharge temperatures at the end of each week's production or as requested by the Project Manager.

423.3.4.1.8 Truck Scales

The Contractor shall weigh the HMA on approved plant or truck scales provided by the Contractor or public scales in accordance with Section 109.1, "Measurement of Quantity."

423.3.4.1.9 Requirements for Batching Plants

423.3.4.1.9.1 Weigh Box or Hopper

The Contractor shall provide a batching plant that can accurately weigh aggregate in a weigh box or hopper suspended on scales. Use a weigh box or hopper that can hold a full batch. Ensure that the gate of

the weigh box or hopper does not allow material to leak into the mixer while being weighed. The Contractor shall test the scales in accordance with Section 109.1, "Measurement of Quantity."

423.3.4.1.9.3 Mixer

The Contractor shall provide a batch mixer with a capacity of at least 2,000 lb, capable of producing a uniform mixture within specified tolerances.

423.3.4.1.9.4 Control of Mixing Time

The Contractor shall equip the mixer with an accurate timing device that signals the end of the mixing time.

423.3.4.1.10 Drum Mix Plants

The Contractor shall equip the drum mix plant with the following auxiliary Equipment and capabilities:

1. Separate cold feed controls for each Material.
2. An automatic interlocking device for cold feed, asphalt, and mineral admixtures.
3. A means for controlling moisture content of aggregate. A means for sampling individual cold feeds and provisions for sequential sampling of aggregate, RAP, asphalt binder, and mineral admixtures.
4. Equip the bins with mechanical or electrical devices that provide an audible or visual warning when the bins are less than 1/4 full.
5. Bins shall be designed and equipped to prevent segregation.
6. Equip the bin containing fine aggregate and filler, if required, with a device that prevents material hang-up during plant operation.
7. A minimum of one (1) cold feed bin for each aggregate size in the mix.
8. Equip the cold feed with mechanical or electrical devices that indicate with an audible or visual warning when the cold feed belt is not carrying the proper amount of Material.
9. A separate cold feed for RAP Material. Introduce RAP so that it does not come into direct contact with the burner flame.
10. Couple the asphalt feed control with the total-aggregate-weight measurement device to automatically vary the asphalt feed rate to maintain the required proportion.

Delete the following subsections:

423.3.4.2 Haul Equipment

423.3.4.2.1 Asphalt Release Agent (ARA)

423.3.4.3 Pavers

423.3.4.4 Compaction Equipment

423.3.5 Placement Operations

423.3.5.1 Weather Limitations

423.3.5.2 Compaction

423.3.5.3 Not Used

423.3.5.4 Joints

423.3.5.5 Surface Tolerances

423.3.5.6 Plan Surfacing Thickness

423.3.5.7 Test Strip & Shakedown Period

423.3.6 Sampling and Testing

423.3.6.1 Contractor Quality Control

423.3.6.1.1 Contractor Quality Control of Aggregate

The Contractor shall obtain samples in accordance with Section 902.5, "Sampling."

The Project Manager may sample and test the aggregate at any time during production or stockpiling, or may request to split samples with the Contractor.

Delete the following subsection:

423.3.6.1.2 Contractor Quality Control for Compaction

423.3.6.2 Department Quality Assurance

The Department will sample and test the mixture and pavement on a statistically random basis in accordance with Section 906, "Minimum Testing Requirements."

423.3.6.3 Acceptance

The Department will evaluate Materials using Contractor and Department test data from each Random sampling Plan for acceptance in accordance with this section.

**Table 423.3.6.3:1
Acceptance Testing Tolerances^a**

Characteristic	Specification limit, percentage points from
TV	
Air Voids, %	± 1.4
Pavement Density % ^c	± 2.5
Mineral Admixture % ^e	Minimum of JMF Target Value
Voids in the Mineral Aggregate (VMA), % ± 1.6 a,d	
Asphalt Content % ^{a,b}	± 0.50

a All gradation, Asphalt Content, VMA and VFA values shall be determined using the AASHTO T 308 testing results.

b HMA will not be rejected based on Asphalt Content Determined by AASHTO T 308.

c Density payment will be adjusted in accordance with Section 901.3.11, "QLA."

d If Gmm fluctuates more than ±0.03 on a consistent basis, it is recommended that the Specific Gravity of the aggregates be checked in order to verify VMA.

e If Mineral Admixture is below Design TV cease hot mix production, investigate and correct.

Department personnel may test locations other than the random locations generated for statistical analysis. These tests will not be used for pay factor determination, but may be used to determine Acceptance or rejection of localized Material.

Delete the following subsections:

423.3.6.3.1 Quality Level Analysis (QLA)

423.3.6.3.1.1 Acceptance of Pavement Density

Delete the following subsection to include the following:

423.3.6.3.2 Adherence to Specifications and Rejection of Non-specification Material

The Project Manager may reject Material that appears to be defective based on visual inspection.

423.3.6.4 Independent Assurance Testing

The Department will perform Independent Assurance sampling and testing in accordance with Section 906, "Minimum Testing Requirements."

Delete the following subsection:

423.3.7 Dispute Resolution

Delete the following section:

423.4 METHOD OF MEASUREMENT

Delete the following section to include the following:

423.5 BASIS OF PAYMENT

Pay Item	Pay Unit
<i>HMA Complete</i>	Ton

The Department will pay for Accepted quantities at the Bid Item Unit Price.

Delete the following subsection:

423.5.1 Price Adjustments

Delete the following subsection to include the following:

423.5.2 Work Included in Payment

The Department will consider as included in the payment for the pay item(s) listed in this section and will not measure or pay separately for the following Work:

1. Asphalt binder, aggregate, blending sand, mineral filler, mineral admixture, and WMA additive or process as appropriate;
2. Mixing of HMA or WMA;
3. Quality Control in accordance with Section 902, "Quality Control;" and
4. Providing Mix Design in accordance with Section 423.2.8, "Mix Design."

**SUPPLEMENTAL SPECIFICATIONS
FOR HOT- MIX COLD-LAY (HMCL)**

DESCRIPTION

This specification consists of material and mix design requirements for hot-mix cold-lay (HMCL) asphalt materials for District maintenance patching.

MATERIALS

General

HMCL is a mixture of asphalt binder, mineral aggregate, and other components. Other components may include hydrated lime or mineral admixture incorporated when necessary to reduce moisture susceptibility. If needed, mineral filler may be incorporated to adjust the void content of the aggregate structure. Recycled asphalt pavement will not be allowed in HMCL mixtures unless it is approved or otherwise directed by the Engineer.

All materials shall be tested in accordance with applicable AASHTO or ASTM methods, as modified by the Department (if applicable), or other test procedures as directed by the Engineer.

Aggregate

The contractor shall ensure the aggregate gradation of the HMCL mixture meets the requirements of Table 1. The contract will specify the type of HMCL to use. The Department will allow the Contractor to combine Materials from two (2) or more sources to produce aggregate only when each individual aggregate source meets all applicable quality requirements.

Gradation and Quality Requirements

Table 1
HMCL Gradation Requirements

Sieve Size	Percent Passing	
	Type B	Type C
19 mm (3/4-in)	100	100
12.5 mm (1/2-in)	80-98	100
9.5 mm (3/8-in)	70-90	70-98
4.75 mm (No. 4)	50-65	45-70
2.00 mm (No. 10)	32-45	30-50
0.425 mm (No. 40)	10-22	15-25
0.075 mm (No. 200)	3-8	4-8

For each material source, the Contractor shall ensure the aggregate meets the quality requirements shown in Table 2.

Table 2
Aggregate Quality Requirements

Quality Item	Specification Requirement	
Aggregate Index of plus 4.75 mm material	Less than or equal to 25	NMDOT Section 901
Sand equivalent of minus 4.75 mm material (no lime added)	Greater than 45	AASHTO T176
Plasticity of minus 0.425 mm material	Non-plastic	AASHTO T90
Fractured faces of plus 4.75 mm material	75% at least two fractured faces	AASHTO T335
Flat and elongated particles of plus 9.5 mm	20% maximum with dimensional ratio of 3:1	ASTM D4791
Fine aggregate angularity	Minimum 40	AASHTO T304, Method A

Stockpiling

The following requirements apply to stockpiles, the Contractor shall:

1. Place stockpiles upon prepared sites;
2. Make stockpiles neat and regular to prevent segregation;
3. Provide enough storage space for each size of aggregate;
4. Separate the aggregate stockpiles far enough apart to prevent mixing, or with walls or partitions;
5. Prevent contamination (store stockpiles away from vehicular and Equipment traffic);
6. Keep the storage yard neat and orderly and keep the stockpiles accessible for sampling; and
7. Keep the aggregate sizes separated until delivered to the cold feed system that feeds the drier.

Combining

When combining crushed Materials from different stockpiles, the Contractor shall ensure the product is in accordance with the mix design gradation requirements. The Contractor shall use controlled feeders from each stockpile to combine crushed Material

Asphalt Binder

Unless otherwise specified by the Engineer, the asphalt binder shall be HFE-300 or HFE-300P and meet the requirements of Section 402, Asphalt Materials, and Mineral Admixtures. The source of asphalt binder shall not be changed from that used in the mix design without approval of the Engineer.

Other Materials

If required, Mineral Admixture shall meet the requirements of Section 402, Asphalt Materials, and Mineral Admixtures. If required, mineral filler shall meet the requirements of AASHTO M17. Fly ash shall not be used as mineral filler.

MIX DESIGN

The Contractor shall provide a mix design developed by a Department approved testing laboratory, reviewed and signed by a professional Engineer licensed by the New Mexico Board of Registration for Professional Engineers and Land Surveyors. A list of approved private testing laboratories is available from the State Materials Bureau. The Contractor shall develop the mix design at no additional cost to the Department. The mix design shall be submitted to the Engineer for approval prior to District use. Engineer approval of a mix design shall not relieve the Contractor of full responsibility for producing an acceptable mixture. A mix design shall be considered current for a period of one year from the date of approval. If at any time, aggregate materials or asphalt binder source change, then a new mix design shall be developed prior to use by the District.

Mix Design Procedures

The mix design shall be accomplished using the current edition of Asphalt Institute Manual Series No. 2, Mix Design Methods for Asphalt Concrete and Other Hot Mix Types, Chapter 3, Marshall Method of Mix Design. The Marshall Design parameters shown in Table 3 shall be used to develop the Marshall Mix design.

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Table 3
Mix Design Parameters for Marshall Mix Design

Item	Design Parameter
Mix preparation	Start with oven dry aggregate and add 2% moisture for mixing. Prior to mixing use emulsion temperature of 60° C (140° F) and aggregate temperature of 110° C (230° F).
Emulsion content	Report as % by weight dry aggregate
Compaction temperature	Equilibrate mix to 40° C (104° F) prior to compaction
Compactive effort	50-blows each side of Marshall hammer
Compacted specimen curing	Cure compacted specimens for 24 hours at 60° C (140° F)
Temperature for stability determination	Measure Marshall stability at 25° C (77° F)
Density/voids determination	Measure and report density and air void content at each emulsion content
Moisture damage test at design emulsion content	Use index of retained Marshall stability; moisture condition specimens by soaking in distilled water 25° C (77° F) for 24 hours.

The mixture shall meet the mix design criteria shown in Table 4. A minimum of three trial asphalt emulsion contents shall be employed in a mix design. The design asphalt emulsion content shall be selected so that all of the criteria in Table 4 are met. If all design criteria are achieved at all trial emulsion contents, then the minimum value of 8.0% + 0.5% by weight of dry aggregate shall be reported.

Table 4
Mix Design Criteria

Design Requirement	Design Criteria
Minimum effective asphalt emulsion content (see note 1)	Minimum 8.0% \pm 0.5% by dry weight of aggregate
Marshall stability	Minimum 750 lbs
Retained Marshall stability	Minimum 50% (note 2)
Air voids	5 – 15%
Notes: 1. Effective asphalt content (P_{be}) is defined as total asphalt less absorbed asphalt content, both items measured and calculated according to Asphalt Institute, Manual Series No. 2 2. Should the index of retained stability fall below 50%, the Contractor has the option of incorporating an antistripping agent such as hydrated lime, anhydrite based material, or a liquid antistripping agent. Should the Contractor elect to include an antistripping agent, an index of retained stability shall be determined to show that the antistripping agent is effective.	

The Department reserves the right to sample at the HMCL stockpile and test for compliance with the job-mix formula prior to taking delivery. The Department also reserves the right to request from the Contractor quality control data to indicate compliance with the job-mix formula.

PRODUCTION REQUIREMENTS

Equipment

Plant Scales

The Contractor shall ensure that the scales are accurate to 0.5% of the maximum allowable load in accordance with the Federal Motor Carrier Safety Administration (FMCSA) publication www.fmcsa.dot.gov, as certified by a licensed scale technician. The Contractor shall supply a copy of the certification to the Project Manager.

Storage of Asphalt Binder Materials

The Contractor shall provide storage tanks for asphalt binder capable of holding, heating and circulating the asphalt at the required temperatures and measuring the temperature of the asphalt in the tank.

Bins

The Contractor shall equip the plant with storage bins large enough to supply the mixer when it is operating at full capacity and arrange the bins to ensure separate and adequate storage of the appropriate aggregate sizes.

Asphalt Binder Control Unit

The Contractor shall equip the plant with a scale or meter to control the rate of the flow to determine the amount of asphalt binder added to the mix.

Mixing Temperature

The Contractor shall select the proper mixing temperature. When discharged from plant, the mixing temperature of the HMCL shall not exceed 88° C (190° F).

Stockpiling HMCL

HMCL shall be stockpiled so that it is not contaminated by other products or other foreign, deleterious matter. If the HMCL is stored in an unpaved area, the Contractor shall waste sufficient material at the bottom of the stockpile so that no contamination occurs from below at no additional cost to the Department.

BASIS OF PAYMENT

The Department will pay for accepted quantities at the Bid Item Unit Price.

PAYMENTS AND INVOICING:

Within fifteen days after the date the Department 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 Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty 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 Department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty 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 contract to the Contractor at the rate of 1 1/2 percent per month. Final payment shall be made within thirty days after the work has been approved and accepted by the Department's Secretary of 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 contract may be canceled effective immediately. Information on New Mexico Worker's Compensation Laws can be found at <https://workerscomp.nm.gov>.

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SHIP TO:

NMDOT District Six will utilize its contracted truck hauling services for the delivery of all materials purchased in this Price Agreement. Awarded Contractor(s) will not include delivery charges as a part of this Price Agreement. HMA and HMCL material price shall be quoted F.O.B. at vendor's plant, per ton.

INVOICE TO:

NM Department of Transportation
District Six
1919 Pinon Drive – P.O. Box 2159
Milan, NM 87021-2159

Escalation Clause:

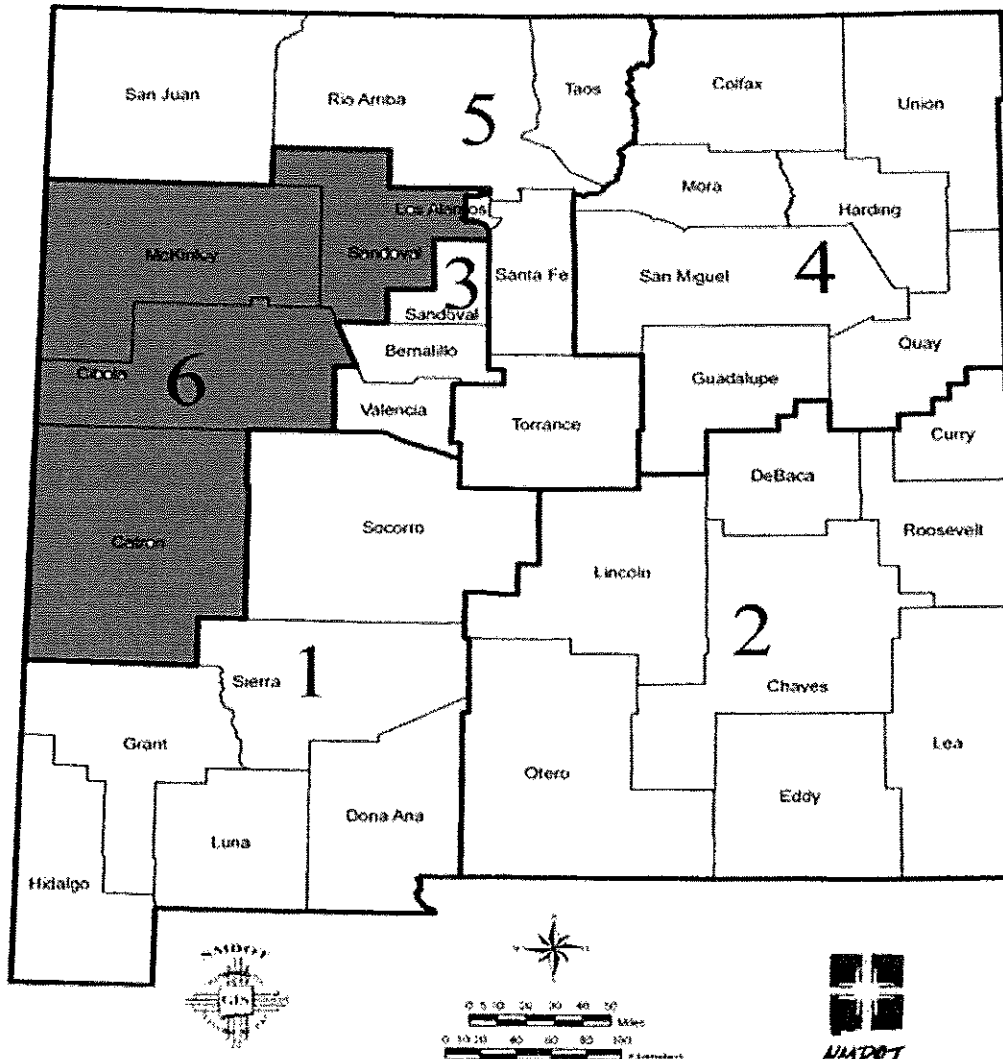
In the event of a product cost increase an escalation request will be reviewed by NMDOT. Please be aware this measure is not intended to allow increases in profit margin, only to compensate for an actual cost increase. Price decrease as well as increases shall apply. If vendor's prices are reduced for any reason, DOT shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by DOT. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
- b.) Price agreement item number affected
- c.) Current item price
- d.) Proposed new price
- e.) Percentage of increase; and
 Mill/supplier notification of price increase indicating percentage of increase.

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 and quantities may be increased or decreased as necessary to meet actual field requirements. The State does not guarantee any amount of work.

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Awarded Vendors:

Item	Approx. Qty.	Unit	Article and Description	Price (AA)	Price (AB)	Price (AC)
1	10,000	TON	Hot Mix/Cold Lay W/HFE 300 with "B" Grading	\$69.58	\$70.20	\$74.00
2	10,000	TON	Hot Mix/Cold Lay W/HFE 300 with "C" Grading	\$69.72	\$70.20	\$72.00
3	5,000	TON	Hot Mix/Cold Lay W/HFE 300P with "B" Grading	\$70.20	\$70.20	\$75.00
4	5,000	TON	Hot Mix/Cold Lay W/HFE 300P with "C" Grading	\$70.20	\$70.20	\$75.00
5	10000	TON	Hot Mix Asphalt SP-III W/ PG Binder 70-22	\$55.75	\$70.20	\$73.20
6	10000	TON	Hot Mix Asphalt SP-IV W/ PG Binder 70-22	\$56.73	\$70.20	\$73.20

*** 6 Items Total ***