



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

**Price Agreement Amendment**

**Awarded Vendor:**

**0000047577**

**Mountain States Constructors, Inc.  
3601 Pan American Freeway NE, #111  
Albuquerque, NM 87107  
Email: [rob@msconstructors.com](mailto:rob@msconstructors.com)  
Telephone No.: [\(505\) 292-0108](tel:(505)292-0108)**

Number: **90-805-19-16776**

Amendment No.: **One**

Term: **October 18, 2019 – October 17, 2021**

**Ship To:**

**New Mexico Department of Transportation  
2912 E. Pine Street  
Deming, NM 88030**

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-04844**

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

**Invoice:**

**New Mexico Department of Transportation  
2912 E. Pine Street  
Deming, NM 88030**

**For questions regarding this contract please contact:  
Angela Martinez (505) 470-7940**

**Title: Foamed Asphalt Stabilized Base Pavement, In-Plant or In-Place Recycling – District 1**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 18, 2020 to October 17, 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**

*Valerie Paulk*  
**Mark Hayden, New Mexico State Purchasing Agent**

Date: 9/14/2020

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

## Certificate Of Completion

Envelope Id: 34D960ECE3014D1C820A9BDE391AB93F	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michael Saavedra
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Michael.Saavedra@state.nm.us
	IP Address: 174.237.139.3

## Record Tracking

Status: Original	Holder: Michael Saavedra	Location: DocuSign
9/14/2020 10:02:06 AM	Michael.Saavedra@state.nm.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico	Location: DocuSign
	GSD-SPD	

Signer Events	Signature	Timestamp
Valerie Paulk	<i>Valerie Paulk</i>	Sent: 9/14/2020 10:02:58 AM
valerie.paulk@state.nm.us		Viewed: 9/14/2020 10:26:18 AM
State Purchasing Agent		Signed: 9/14/2020 10:26:41 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 174.28.117.172	
Security Level: Email, Account Authentication (None)	Signed using mobile	
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 5/29/2020 9:40:59 AM		
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/14/2020 10:02:59 AM
Certified Delivered	Security Checked	9/14/2020 10:26:18 AM
Signing Complete	Security Checked	9/14/2020 10:26:41 AM
Completed	Security Checked	9/14/2020 10:26:41 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

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

## **B. Obtaining paper copies**

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

## **C. Withdrawing your consent**

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

## **D. Consequences of changing your mind**

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

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

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

## **F. How to contact GSD:**

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

## **G. To advise SPD of your new email address**

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

## **H. To request paper copies from SPD**

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

## **I. To withdraw your consent with SPD**

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

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

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

## **J. Required hardware and software**

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

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

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

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

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

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



**State of New Mexico  
General Services Department**

**Price Agreement**

**Awarded Vendor:**

**0000047577**

**Mountain States Constructors, Inc.**

**3601 Pan American Freeway NE, #111**

**Albuquerque, NM 87107**

**E-mail: rob@msconstructors.com**

**Telephone No.: (505) 292-0108**

**Price Agreement Number: 90-805-19-16776**

**Payment Terms: Net 30**

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

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

**Ship To:**

**New Mexico Department of Transportation**

**2912 E. Pine Street**

**Deming, NM 88030**

**Procurement Specialist: Raelynn Lujan** *ry*

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

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

**Invoice:**

**New Mexico Department of Transportation**

**2912 E. Pine Street**

**Deming, NM 88030**

**For questions regarding this contract please contact:**

**Angela Martinez (505) 570-7940**

**Title: Foamed Asphalt Stabilized Base Pavement, In-Plant or In-Place Recycling – District 1**

**Term: October 18, 2019 thru October 17, 2020**

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

**Accepted for the State of New Mexico**

**Mark Hayden, New Mexico State Purchasing Division**

**Date: 10/18/2019**

*nm*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

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.
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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-3

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 #: 90-805-19-16776

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.insurenwnewmexico.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 #: 90-805-19-16776

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 #: 90-805-19-16776

Page-6

**Specifications:**

Establish a Price Agreement for the New Mexico Department of Transportation (NMDOT), District One, for Foamed Asphalt Stabilized Base Pavement, In-Plant or In-Place Recycling

**Term of Agreement:**

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

**Performance and Material Bonds:**

Prior to the issuance of a contract order, the successful awarded Contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total contract order. Said bonds must be provided to the requesting district within ten (10) calendar days after notification by the NMDOT and are to be filed with the District's Purchasing Office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by vendor. The materials bond is to guarantee availability of equipment and acceptance of product.

**Tax Note:**

Prices 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 the users.

**Bidding Information:**

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 price agreement include an amount sufficient to cover such costs.

The conditions and specifications set out in the Invitation for Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the vendor 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, in the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

Vendor is requested to indicate their Federal Tax ID number, New Mexico gross receipts

\_\_\_\_\_.

**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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-7

If vendor's prices are reduced for any reason, NMDOT 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 the NMDOT. 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
- f.) Mill/supplier notification of price increase indicating percentage of increase.

**Bid Review:**

The New Mexico Department of Transportation shall perform the review for materially and/or mathematically unbalanced bids received for this Price Agreement. The requirements set forth in the most current edition of the NMDOT Standard Specifications for Highway and Bridge Construction will be used for this review <http://dot.state.nm.us/content/nmdot/en/Standards.html>

The NMDOT is the sole authorized agent for official review of unbalanced bids. The final review will be sent to the State Purchasing Agent for his/her determination on this matter.

**Method of Award:**

**Bids must be submitted for all items, failure to do so will result in the rejection of bid.** In no case shall this agreement be awarded to more than three vendors. Prices quoted shall include all labor and equipment necessary to accomplish the work.

The following procedure for the utilization of vendors shall be used on multiple source Price Agreements:

1. The selection of a vendor from multiple source Price Agreement to complete a project shall be based on the project estimate (purchase order).
2. The NMDOT shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor. The project estimate shall not be modified by adding new items after work has commenced.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT.
4. A vendor **not** offering the lowest cost to the NMDOT can only be used for the specific project if the vendor providing the lowest overall cost to the NMDOT is unable to perform the work within the specified time due to crew availability. The NMDOT shall require written correspondence from vendor indicating unavailability to perform specified work.

**Public Works Minimum Wage Act:**

This is a Public Works contract 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 State of New Mexico Public Employee Labor Relations Board, Albuquerque, New Mexico, shall be in effect and utilized by the vendor during the life of this Price Agreement. If a Contractor or subcontractor is willfully paying his laborers, mechanics or operators less than the rates required by the agreement for the work the labors, mechanics or operators are performing, the contractor or subcontractor may lose his right to proceed with the work.

**Contract Order:**

At time of every task order issued for projects over sixty thousand dollars (\$60,000.00), a Wage Rate Decision Number must be requested by end user of the user agency. The Wage Rate Decision number can be obtained by contacting New Mexico Work Force Solutions at [www.dws.state.nm.us/new/labor\\_relations/publicworks.html](http://www.dws.state.nm.us/new/labor_relations/publicworks.html). Wage Rates must be attached to each contract order issued. Contractor must adhere to Wage Rate decision as issued by the New Mexico Department of Workforce Solutions.

**The Contractor Agrees to:**

- A. Provide competent personnel and equipment capable of performing the required work in a professional manner.
- B. Furnish and install materials as specified by written notification.
- C. Be responsible for cleaning, removal and disposal of all debris emanating from work performed and generated by repair operations, as approved by the District Engineer or the District Engineer's designee. Final payment may be withheld subject to written approval by the District Engineer or the District Engineer's designee.
- D. **Mobilization:** The Contractor must designate one home office in the State of New Mexico for this agreement; the Contractor shall furnish the District Engineer or the District Engineer's designee with mileage for every move of thirty (30) miles or more, one way. No payment shall be made for moves less than 30 miles. Payments will be for one way movement only. In cases where the Contractor moves for his convenience, he will not be paid for the mileage upon returning to his previous worksite or to a location within thirty (30) miles of the previous worksite.
- E. **Traffic Control:** If required by the NMDOT, the Contractor shall furnish directly (or provide through an approved sub-contractor) all traffic control at locations specified including submittals of traffic control plans (TCP), in accordance with M.U.T.C.D. No traffic control at a given location shall be paid for if no work is being performed and the location could be (or is) open to traffic. The TCP shall be computer generated, no hand drawings will be accepted. TCP will be submitted, and approved by the District Traffic Engineer at least five (5) working days before work is to commence.
  - Urban Traffic Control**-(within corporate limits of urban areas as designated by District Engineer or designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with M.U.T.C.D., including furnishing plans for same, per lane, per site typically including (but not limited to) sequential arrow display, delineation devices, advanced warning signs and barricades.
  - Rural Traffic Control**-(areas not within designated corporate limits or as designated by District Engineer or the District Engineer's designee) to include all signing and traffic channelization devices for adequate handling of traffic in accordance with M.U.T.C.D., including furnishing plans for same, per lane, per site typically including (but not limited to) sequential arrow display, delineation devices, advanced warning signs and barricades.
- F. **Re-establish Center Line with Temporary Pavement Markers:** The Contractor shall provide and install removable temporary pavement tab markings. The Contractor shall properly maintain all reflectorized markings for a period of two (2) weeks after placement. The District Engineer or 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 establishment of permanent striping or as

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-9

indicated by the District Engineer or designee of the NMDOT. Construction staking will be considered incidental to the work and no separate payment will be made.

- G. The Contractor shall be liable for satisfactory workmanship of all operations for a period of **One (1)** year after initial acceptance. Any defects attributed to faulty workmanship or faulty material shall be satisfactorily repaired, all at no cost to the State, in an acceptable manner and within the time limits set by the District Engineer or designee. Defects attributed to faulty material will be resolved by the Contractor, supplier and/or manufacturer. If warranties are called for in the specifications or given by manufacturer in excess of **one (1)** year, all defects shall be corrected as stated previously for the warranty period.
- H. 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 actions necessary to protect the life and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- I. 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 properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions and limitations of the Tort Claims Act (section 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 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 for wrongful death, bodily and/or personal injury to persons, damage to properties and/or any other claim whatsoever pursuant to the provisions of this Price Agreement.
- J. 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 Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

**Special Precautions:** Whenever work is to be done at intersections where wire loop sensors are imbedded into the existing pavement, the traffic Engineer of the using agency shall be notified reasonably in advance so that necessary adjustments may be made to replace any damaged wire loop sensors.

**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 New Mexico and shall cover all operations under the Price Agreement , whether performed by the Contractor, or the Contractor's agents or employees or by subcontractors. 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 subcontractors there from.

**(A) Public Liability and Automotive 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 #: 90-805-19-16776

Page-10

- 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:
    - a) 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 the provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.  
If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

(C) **Certificate of Insurance/Department as additional Insured:** The Contractor being awarded the Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of insurance. The Certificate of Insurance shall be submitted Upon request of the Department  
The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-11

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 in no way intended to define what constitutes adequate insurance coverage for individual Contractor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A)1.a of this Price Agreement, should such insurance otherwise meet all requirements of such subsections.

(E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the NMDOT, form and types of Bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, riggers' liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents or subcontractors.

(F) **Railroad Insurance:** In the event that railroad property is affected by the subject Price Agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

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

Bodily Injury Liability, Property Damage Liability: \$2,000,000 each occurrence

Liability and Physical Damage to Property: \$6,000,000 aggregate

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

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

The 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.

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 Vendor and the State of New Mexico and any Commission, Divisions or Department thereof.

### **Minimum Requirements:**

#### **Scope of Work:**

This work consists of constructing a stabilized base pavement composed of reclaimed asphalt pavement (RAP), reclaimed aggregate material, new aggregates, mineral filler, or any combination of the above, stabilized with foamed asphalt binder.



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-12

**Composition of Mix (Job Mix Formula)**

Furnish a mixture composed of reclaimed asphalt pavement (RAP), reclaimed aggregate material, new aggregates, mineral filler or any combination of the above as indicated in the plans, stabilized with a foamed asphalt binder to meet the mix requirements of Table 301-A-1 and Table 301-A-2 and Table 301 A-3.

**Table 301-A-1  
Foamed Asphalt Stabilized Base Gradation Requirements  
In Plant Recycling**

SIEVE SIZE	PERCENT PASSING
1.5 in	100
1.0 in	85-100
3/4 in	70-100
No. 4	40-68
No. 10	25-55
No. 200	4.0-20

**Table 301-A-2  
Foamed Asphalt Stabilized Base Gradation Requirements  
In Place Recycling**

SIEVE SIZE	PERCENT PASSING
1.0 IN.	100
3/4 IN.	85-100

**Table 301-A-3  
Foamed Asphalt Stabilized Base Pavement Mix Requirements**

Design Parameters	Value
Marshall Compacted Specimen, AASHTO T245 Compaction, number of blows each end of test specimen	75
Marshall Stability, AASHTO T245, min. lbs. <sup>(1)</sup>	1625
Indirect Tensile Strength, AASHTO T 283 (1) Tensile Strength <b>WET</b> , min psi <sup>(2)</sup> (2) Tensile Strength Ratio (TSR), min %	50 60
Foamed Asphalt Expansion Characteristics @ 320, 338 & 356 <sup>0</sup> F <sup>(3)</sup> (1) Half-Life of foamed expansion, min., second <sup>(4)</sup> (2) Expansion Ratio, min.	8 10

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-13

- |  |  |
|--|--|
|  |  |
|--|--|
- 1) Cure sample to constant mass at 104<sup>0</sup> F before testing
  - 2) Prior to testing, place the sample in a 77 +/- 1<sup>0</sup> F water bath for 24 hours.  
The dry sample shall be dried to constant mass at 104 +/- 2<sup>0</sup> F.
  - 3) Graph half-life to expansion ratio for the three temperatures and percentages of water (1-5%) to determine the minimum foamed asphalt characteristics.
  - 4) Total time for foamed asphalt to settle to half of the maximum foamed volume.

Submit written job-mix formulas for approval at least 28 days before production. No work will be allowed until job-mix formulas are approved by the NMDOT. Develop enough mix designs to account for variations in pavement section and material thickness along the project length. Samples of existing materials should be taken along the project length, at appropriate intervals sufficient enough to develop mix designs that represent the pavement section variability to the depth of recycling as indicated on the plan sheets. The mix design shall be performed by an AMRL certified laboratory with the proper equipment for determining a foamed asphalt mix design and the requirements of Table 301-A-2.

For each job-mix formula, the Contractor will sample and perform the following tests to determine the job-mix formulas:

- a) **Aggregate:** Provide samples representing the reclaimed asphalt pavement (RAP), reclaimed aggregate material, existing aggregate base, and/or new aggregates, 250 lbs. total per each material.
  1. Gradation of processed material (AASHTO T27 & T11)
  2. Plasticity Index (AASHTO T89 & T90)
- b) **Foamed Asphalt:** Provide a minimum of five 1-gallon samples of the asphalt binder and the identity of the source binder.
  1. Measure the expansion ratio and foam half-life of the asphalt binder at the three temperatures per Table 301-A-2
- c) **Water:** Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances. Water of questionable quality shall be tested per AASHTO T26. Designate the target moisture content to be used in the recommended mix design(s) used during production.
- d) **Mineral Filler:** If required by the mix design, provide 4 lbs. of the mineral filler which meets AASHTO M-17 requirements. Provide the recommended mineral filler content and the identity of the supplier.
- e) **Mix Design of Foamed Asphalt Stabilized Base:**
  1. For each mix design, a minimum of 6 Marshall, per asphalt binder content, prepared specimens per AASHTO T245, compacted to 75 blows, with a series of test specimens at a range of different asphalt contents so that the test data curves show well defined optimum values. The test specimens will be prepared at ½ percent increments of asphalt content with at least one asphalt content above optimum and at least one below optimum.
  2. Indirect Tensile Strength (ITS) by AASHTO T283: Specimens should include samples which are dry and samples which have been soaked and put through a 1 freeze/thaw cycle at each foamed asphalt content. Prior to testing, place the sample to be soaked in a 77 +/- 1<sup>0</sup> F water bath for 24 hours. The dry sample shall be dried to constant mass at 104 +/- 2<sup>0</sup> F.
  3. Percentage of foamed asphalt binder to be added based on the total mass of the mixture.
  4. Marshall Stability per AASHTO t-245 each asphalt binder/mineral filler content. Each sample shall be dried to constant mass at 104<sup>0</sup> F.

5. At the recommended optimum asphalt cement and mineral filler content, prepare maximum theoretical density AASHTO T209 for each mix design, prepared in accordance with Department molding and testing procedures.

Replace material sampled from the existing roadway with suitable material as approved by Project Manager.

The State Materials Engineer will evaluate the suitability of the material and proposed job-mix formulas. If not approved, a written reason detailing the basis for rejection will be provided.

If the job-mix formulas are not approved, submit new job-mix formulas as described above. The Job-Mix formula will be considered incidental to the completion of the project and no separate payment will be made.

### **301-1.03 Equipment**

The Contractor will use what is specified in the contract for either in-place or in-plant recycling.

#### **A) In-Place Recycling.** Use equipment that is:

- a. Self-Propelled recycler with an adjustable grading blade preventing segregation.
- b. Equipped with an engine capable of pushing the binder tanker and pulling a water tank. The engine operates an upward cutting rotary recycler capable of passing through existing asphalt with a minimum 8 foot width at a depth of up to 12 inches in one pass. Depths greater than 8 inches, the volume of the recycler's mixing chamber will increase proportionally to the depth of cut.
- c. Capable of producing a homogeneous mix free of foamed asphalt globules and stringers.
- d. Capable of mixing the reclaimed asphalt pavement (RAP), reclaimed aggregate material, existing aggregate base, new aggregates, mineral filler, or any combination of the above, and additives meeting the approved job-mix formula and specified gradation to form a homogeneous mass that will bond together when compacted.
- e. Equipped so that additive can be added only when the machine is moving.
- f. Equipped with an exterior test nozzle to verify proper foaming action and to provide a representative sample of the foamed asphalt.
- g. Equipped with a heating system capable of maintaining the asphalt binder in accordance with the binder supplier's recommended temperature.
- h. Equipped with sufficient number of injection nozzles to promote atomization and formation of the initial foam expansion system and the ability to verify the nozzles are open and working from within the operator cabin.
- i. Equipped with an internal electric heat cleaning system for self-cleaning foaming nozzles. No diesel will be allowed for cleaning foam nozzles.
- j. Capable of turning off individual foamed asphalt nozzles.
- k. Equipped with individual microprocessor controlled systems controlling each independent pump system regulating the application of foamed asphalt stabilizing agent and water in accordance with each approved mix design. The independent application of foamed asphalt and water must be proportionally regulated by the recycler per forward speed and mass of material being recycled.
- l. Equipped with a compressor capable of providing a minimum of 45 psi of pressure.

#### **B) In-Plant Recycling**

The plant shall be:

- a. Capable of producing a homogeneous mix free from foamed asphalt globules and stringers

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-15

- b. Capable of mixing the reclaimed asphalt pavement (RAP), reclaimed aggregate material, existing aggregate base, new aggregates, mineral filler, or any combination of the above, and additives meeting the approved job-mix formula and specified gradation to form a homogeneous mass that will bond together when compacted.
- c. Equipped with a heating system capable of maintaining the asphalt binder in accordance with the binder supplier's recommended temperature.
- d. Equipped with sufficient number of injection nozzles to promote atomization and formation of the initial foam expansion system and the ability to verify the nozzles are open and working from within the operator cabin.
- e. Equipped with an internal electric heat cleaning system for self-cleaning foaming nozzles. No diesel will be allowed for cleaning foam nozzles.
- f. Equipped with individual microprocessor controlled systems controlling each independent pump system regulating the application of foamed asphalt stabilizing agent and water in accordance with each approved mix design. The independent application of foamed asphalt and water must be proportionally regulated by the recycler per forward speed and mass of material being recycled.
- g. Equipped with a compressor capable of providing a minimum of 45 psi of pressure.
- h. Equipped with a mineral filler feed auger so that mineral filler will be accurately metered into the material.

**C) Rollers.**

Furnish at least three rollers conforming to the following:

- a. Self-propelled and in good mechanical condition.
- b. Capable of initial compaction using an 18-ton single drum vibratory compression-type roller.
- c. A minimum 14-ton single drum vibratory steel roller.
- d. A minimum 18-ton pneumatic tire roller.

**D) Grader**

Furnish a grader with the capability to spread the pulverized material to a uniform grade and cross section, where necessary.

**E) Water Truck**

Furnish a minimum of one water truck with a minimum of 2,000 gallon capacity.

**F) Paver**

Use a self-contained, self-propelled paver with activated screeds or strike-off assemblies and capable of spreading and finishing the foamed asphalt stabilized base (for in-plant recycling).

**G) Mineral Filler Application.**

Do not apply cement or fly ash when conditions allow for excessive loss to blowing. Use a metered mechanical spreader to uniformly apply mineral filler on the roadway surface. Use canvas (or similar) skirts around the spreader box to minimize dust.

**301-A.04 Surface Preparation**

Clear, grub and dispose of all vegetation and debris within 12 inches of the pavement to be recycled.

**301-A.05 Weather Limitations**

Apply foamed asphalt stabilized base when the surface is dry, and the ambient air temperature is above 50° F and the surface temperature is above 45° F.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-16

Do not begin foamed recycling operations when fog, showers, rain, frost or temperatures below 40<sup>0</sup> F are anticipated within 24 hours.

When, at the determination of the Project Manager, wind and other weather-related elements adversely affect the mineral filler materials and placement, the Project Manager, at their discretion, has the right to delay further placement.

**301-A.06 Production Start-up procedures**

Provide seven (7) day notice before beginning production of foamed asphalt stabilized base.

At least two (2) weeks prior to the start of foamed asphalt stabilizing operations, arrange for a pre-foam construction conference. Coordinate attendance with the Department and any applicable subcontractors. Discuss and submit the following:

- a) Proposed baseline schedule of paving operations as defined in NMDOT Section 100 <http://dot.state.nm.us/content/nmdot/en/Standards.html>.
- b) List of all equipment (excavation-compaction equipment, paver, haul, etc.) and personnel used in the production and construction of the work.
- c) Discuss Quality Control/Quality Assurance, and minimum frequency schedule for process control sampling and testing.
- d) Discuss Subsections 301-A.06 Production Start-Up Procedures, 301-A.07 Construction, 301-A.08 Contractor Sampling & Testing Requirements and 301-A.09 Profile and Cross Slope requirements.
- e) Proposed Traffic Control Plan for construction operations, and how the proposed method of dealing with emergencies. Show in detail how traffic will be maintained through the project in the event of equipment breakdown, sudden weather changes, or other unexpected events. Include in the plan how sufficient roadway width for safe passage of traveling public will be maintained.
- f) Proposed plan for maintaining the required moisture content of the foamed recycling areas.

Do not begin production until required submittals have been approved by the NMDOT Department.

**Test Strips- In-Plant recycling:**

Production test strips are required on the first day. Construct the test strip using construction procedures intended for the entire project. Place foamed asphalt stabilized base of one (1) 150-foot long test strip, one-lane wide, at the designated plan thickness and designed optimum foamed asphalt and mineral filler content (if required). Construct the test strip on the project at a location approved by the Project Manager.

**Test Strips- In-Place Recycling:**

Production test strips are required on the first day. Construct the test strip using construction procedures intended for the entire project. Stabilize three (3) 150-foot long test strips, one-lane wide, at the designated thickness and mix design. Each 150-foot test strip will consist of an individual rate of speed, the three rates are:

- 15-20 feet/minute
- 20-25 feet/minute
- 25-30 feet/minute

After foamed asphalt stabilization at each rate and before compaction, dig three test pits within each strip to evaluate the mixing characteristics of the recycler. Verify per visual and physical examination at each test pit

that no foamed asphalt globules, stringers or binder segregation is present within the produced mix. If any of the three visual characteristics exist then the rate of speed used for the individual test strip will not be allowed for production.

**For In-Place Recycling and In-Plant Recycling:**

Repeat the test strip process until an acceptable test strip is produced. Unacceptable test strips will not be paid for, and may be removed at the sole discretion of the Project Manager. Accepted test strips may remain in place and will be accepted and measured as a part of the completed foamed stabilized base material. Test used for the test strip will not be included in the evaluation for payment. When a test strip is accepted, full production may begin.

Use these procedures for the initial start-up procedures and/or when a change in construction procedures occurs or when resuming production after a termination of production due to unsatisfactory foamed stabilized base material quality.

a) **Mix Design Verification**

Take at least three test strip stabilized base samples from the test strip before compaction indicating acceptable homogeneous mixing and evaluate according to job-mix specification requirements from Table 301-A-3

b) **Compaction**

Take nuclear gauge density readings at a minimum of three locations within the test strip according to subsection 301-A.07 and 301-A.08 per AASHTO T310. Compact to a minimum density of 97% and correlate to the wet density according to AASHTO T180 method D. Furnish the Project Manager with the nuclear gauge readings. Take nuclear density readings behind each pass to determine the roller pattern necessary to achieve the required density.

Cease paying operations after construction of the test strip(s) until all test results for the foamed asphalt stabilized base and the test strip are evaluated and accepted by the Department. Allow up to 3 working days for review and acceptance by Department.

**301-A.07 Construction**

Construct a foamed asphalt stabilized base pavement according to the following:

**For In-Place Recycling:**

- a. Prior to beginning the recycling work each day, prepare a production plan detailing proposals for the forthcoming day's work. Provide the following in the production plan to the Department:
  1. Diagram showing the overall layout of the length and width of roadway intended for recycling during the day, broken into the number of parallel passes required to achieve the stated width, and six inch overlap dimensions at each joint between passes.
  2. The sequence and length of each pass to be stabilized before starting on the adjacent or following pass. Provide nozzle pattern setup indicating which nozzles will be on to ensure proper asphalt binder and overlap coverage for each recycler pass.
  3. An estimate of the time required for milling, mixing and compacting the pass. Show on the diagram the expected completion time of each pass.
  4. The location where samples for determining in-situ moisture contents, and the results of the tests.
  5. The proposed water addition for each pass.
  6. If applicable, the quantity and location from where the aggregate base is imported.
  7. The amount and type of stabilizing agent or agents, to be applied to each pass.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-18

8. The Contractor Sampling and testing Requirements control testing program conforming to Table 301-A-3.
9. Any other information that is relevant for the intended work.
- b. Foamed asphalt stabilizing and mixing operations will be completed in continuous segments. A continuous segment is one full lane width. If one recycler is used, the segment includes full lane width to centerline by the end of the day's production. Segments shall be limited to 2000 lane feet when two passes are required to complete one full lane width. All compaction and grading must be completed prior to advancing to the next segment and pass. Segments lengths may be increased if it is determined proper moisture is being maintained on each pass until final compaction and grading has been completed, and the surface has been sealed as specified in Subsection 301-A.10. Verify the rate or speed of the recycler daily unless otherwise directed by the Project Manager. Properly delineate and open to traffic overnight and on all weekends and holidays. Lightly water and broom excess material at the end of each day's production.
- c. **Foamed Stabilizing.** Stabilize the existing pavement, base and/or subgrade material to the depths indicated in the plans. Blend the foamed asphalt binder, base and/or subgrade material into a homogeneous mass for the full specified depth. During foamed asphalt stabilization insure that no foamed asphalt globules or stringers are present within the produced mix. Verify by visually and physically observing the distribution of the foamed asphalt.

For mixtures when dry stabilization filler additive is required spread a uniform layer on the prepared roadway surface prior to stabilizing. A metered mechanical spreader will be used. Spreading of cementitious stabilizing additives on the roadway ahead of the recycling machine will not be allowed when windy conditions adversely affect the operation or create a hazard for the public or workers. Verify rate by using a square yard tarp to weigh and calculate amount of cement used.

- d. **Mixing.** Obtain moisture contents per AASHTO T255 test for the in-situ materials a minimum of one per lane 0.5 mile 2 days prior to incorporation of foamed asphalt. Maintain the percentage of water established for specified asphalt foaming while providing uniform moisture content in the blended mix that is within 1% of the limits established in the design at the time of addition of the asphalt binder. Aerating of the mixture or the addition of water may be required. Apply asphalt binder in one application to the depth as specified in the plans and at the rate established in the job-mix formula. Apply the foamed asphalt binder with 1-2% water (based on mix design) added by volume to achieve expansion of the asphalt binder. The half-life will determine the temperature that maximizes the foamed asphalt. The application temperature of the foamed asphalt will not be below 320<sup>0</sup> F or the temperature as determined in laboratory analysis of the asphalt binder. Measure asphalt binder temperature with a calibrated temperature measuring device in a safe manner. Do not use tanker thermometer unless calibration has been completed and documented.
- e. **Grading and Compaction.** Shape, grade and compact the mixture to the lines, grades and depths shown on the plans, cross section and specifications. Maintain the existing or new crown of the pavement. Monitor in-place density during the compaction process with nuclear density gauge per AASHTO T310. Compact to a minimum density of 97% and correlate to the wet density according to AASHTO t180 method D established in Subsection 301-A.2.e.5 (Composition of Mix (Job Mix Formula)). Obtain the in place density by measuring at the top of foamed stabilized section. Monitor the compaction process by determining the density gauge in accordance with AASHTO t310. Furnish the NMDOT with the nuclear gauge readings.
- f. **Unstable areas.** Following the grading and compaction operations and remix any unstable areas. Aerate any areas that have excess moisture content. Unstable areas shall be corrected prior to

starting the next day's production. Item Subexcavation and Replace with State Furnished Material may be used at the direction of the NMDOT Project Manager.

- g. **Longitudinal Joints.** Plan longitudinal joints to coincide with changes in cross-slope, regardless of the overlap width. Provide a minimum longitudinal overlap of 6 inches. No payment will be paid for overlap. Do not apply foamed asphalt on previously treated foamed asphalt recycled pavement when overlap occurs. Insure the overlap is compacted to achieve minimum density per the contract.

#### **For In-Plant Recycling**

- a. Prior to beginning the laydown work each day, prepare a work plan detailing proposals for the forthcoming day's work. Provide the following in the work plan to the NMDOT:
1. Diagram showing the overall layout of the length and width of roadway intended for paving during the day.
  2. The sequence and length of each pass to be paved before starting on the adjacent or following pass.
  3. If applicable, the quantity and location from where the aggregate base is imported.
  4. The proposed control testing program conforming to Table 301-A-3.
  5. Any other information that is relevant for the intended work.
- b. **Mixing and placing.** Provide uniform moisture content in the blended mix that is within +/- 1.0% of the target moisture content provided in the mix design at the time of addition of asphalt binder. Apply Asphalt Binder at the +/- 0.5% of the rate established in the job-mix formula. Apply the foamed asphalt binder with water added by volume to achieve expansion of the asphalt binder. The application temperature of the foamed asphalt will not be below the mix design requirement as determined in the laboratory analysis of the asphalt binder.
- The maximum time period between mixing and compacting shall be 24 hours. Maintain the moisture content to not more than 2.0% below the optimum moisture content.
- c. **Compaction.** In a single lift only, place the total required compacted thickness of not less than 3 in. and not more than 9 in. unless specified otherwise. Compact the mixture to the lines, grades and depths shown on the plans. Do not pave across the centerline to maintain the existing or new crown of the pavement. Monitor in-place density during the compaction process with nuclear density gauge per AASHTO T310. Compact to a minimum density of 97% of the maximum theoretical density established in Subsection 301-A.2.e.5 (Composition of Mix (Job Mix Formula)). Obtain the in place density by measuring at the top of foamed stabilized section. Monitor the compaction process by determining the density of foamed stabilized base with portable nuclear density gauge in accordance with AASHTO T310. Furnish the NMDOT with the nuclear gauge readings.

**301-A.08 Sampling and Testing Requirements:** See Table 301-A-3 Contractor Sampling and Testing Requirements for specific test requirements to be performed for acceptance.

**301-A.09 Profile and Cross Slope Requirements:** After the final rolling, measure the profile and cross slope of the foamed stabilized base. Use a 10-foot metal straightedge to measure at right angles and parallel to the centerline. Correct surface deviations greater than ½ in. within 10 ft. as directed by the Project Manager.

**301-A.10 Curing and Maintenance:** Maintain the foamed asphalt Stabilized base layer until the asphalt concrete overlay has been placed, The Contractor shall repair and deficiencies to the completed foamed asphalt base to the satisfaction of the Project Manager. Said repair(s) shall be incidental work for which no direct compensation will be made therefore. Prepare the surface for the asphalt concrete overlay according to Department Section 423.3.5 <http://dot.state.nm.us/content/nmdot/en/Standards.html>.

- a) After compaction, treat the stabilized surface with a light application or flushing of water and roll with pneumatic-tired roller to create a close and uniform surface. Traffic may use the stabilized surface immediately after this treatment.



- b) Maintain the finished surface of the foamed asphalt stabilized base and keep moist by watering as needed.
- c) Apply emulsion once the moisture content is at 2.0% below the optimum moisture content and/or when the surface becomes raveled due to traffic as approved by the Project Manager.
- d) The HMA overlay shall not be placed until the moisture content of the foamed asphalt stabilized base is less than 2.5%.
- e) Construct a HMA overlay over the foamed asphalt stabilized base within 7 days after placement, unless otherwise specified by the Project Manager in the pre-foam construction conference. Any damage to the foam asphalt stabilized base shall be corrected at the Contractor's expense.

### **301-A.11 Method of Measurement**

Measure foamed asphalt stabilized base pavement by the square yard

Measure asphalt binder and mineral filler by the ton

Longitudinal or traverse overlaps will not be measured for payment

### **301-A.12 Acceptance**

See Table 301-A-3 for minimum sampling and testing requirements. Acceptance will be based on Department, gradation, moisture, in-place density and % asphalt binder content from strap. Failure to meet acceptance criteria will be cause for removal and replacement or reprocessing of the stabilized materials by the Contractor at no cost to the Department.

### **301-A.13 Basis of Payment**

The acceptance quantities, measure as provided above, will be paid at the contract price per unit of measure for the pay items listed below that are shown in the bid schedule. Payment will be full compensation for the work prescribed in this section.

Payment will be made under:

Payment at the unit price of foamed asphalt stabilized base shall be full compensation for furnishing all equipment, tools, labor, all corrective work, deficiencies, and any incidental work necessary to construct and test the work in place including any costs associated with sampling the existing road, testing, developing the required mix designs, and cold patch replacement materials. Construction Staking shall be an incidental item to this contract, no unit of measurement for payment provision will apply. **All depths refer to existing HMA thicknesses and will be measured in increments to the nearest inch. Hauling of In-Plant recycle material shall be incidental for projects within 10 miles of the central plant.**

**Hauling of Materials: Method of measurement for payment will be as per item and shall be as determined by the District Engineer and their decision will be final.**

**Hauling of new hot mix asphalt measured on an hourly basis: When hot mix material is delivered directly from the plant to the machine. Hauling time shall include sufficient time for trucks to tare and stage at the plant, and sufficient time after trucks last load of the day to return from the machine back to the plant. These times shall be agreed upon between the Contractor and the District Engineer or their designee prior to the start of the project.**

**Hauling of new hot mix asphalt measured on a ton-mile basis: A Ton-Mile is described as one (1) ton of material (per weigh ticket) that is hauled one (1) mile.**

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-21

All haul items (hourly and ton-mile) are to be measured and/or verified by the District Engineer or their designee.

The Contractor shall designate the plant location for all hot mix items utilized in the project at the pre-construction meeting and prior to the purchase order being issued when the Contractor is required to supply the hot mix asphalt material. Failure of the Contractor to provide the plant location will result in the New Mexico Department of Transportation issuing the purchase order to the next Contractor on the Price Agreement.

**Table 301-A-3**

**Contractor and NMDOT Sampling and Testing Requirements**

Material or Product	Acceptance Type	Characteristic	Test Method Specifications	Sampling Frequency by Contractor and NMDOT (unless specified.	Point of Sampling	Reporting time
Asphalt Binder (Mix Design)	Measured & Tested for Conformance	Quality	AASHTO M320 Table 1	(NMDOT not required to test)	Refinery	Before Producing
		Foaming Half-Life	Table 301-A-2			
		Expansion Ratio	Table 301-A-2			
Foamed Asphalt Stabilized Base (mix design)	Measured & Tested for Conformance	Gradation	AASHTO T11, T27 & Table 301-A-1	(NMDOT not required to test)		Before Producing
		Plasticity Index	AASHTO T89 & T90			
		Moisture-Density	AASHTO T180 Method D (TTCP Modified)			
		Indirect Tensile Strength <sup>2</sup>	AASHTO T283			
		Marshall Stability <sup>3</sup>	AASHTO T245 & Table 301-A-2			
Asphalt Binder (Test Strip)	Measured & Tested for Conformance	Binder Temperature	_____	1 Every Tank Load	Temperature Gauge	Upon Completing Test

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-22

Foamed Asphalt Stabilized Base (Test Strips)	Measured & Tested for Conformance	Gradation	AASHTO T11 & T27	1 per Test Strip	Behind Recycler before compaction(in -Place); Plant Feed Belt (In-Plant)	Upon Completing Test
		Moisture	AASHTO T255	3 per Test Strip	Behind Recycler before compaction (In-Place); Behind Laydown Machine before compaction (In-Plant)	Upon Completing Test
		Moisture Density Relation (Wet Density)	AASHTO T180 Method D	3 per Test Strip	Behind Recycler before compaction(in -Place); Plant Feed Belt (In-Plant)	24 Hours
		Density	AASHTO T310	3 per Test Strip	In-Place after compaction	Upon Completing Test
		Marshall Stability <sup>3</sup>	AASHTO T245 & Table 301-A-2	1 per Test Strip (NMDOT not required to test)	Behind Recycler before compaction (In-Place); Behind Laydown Machine before compaction (In-Plant)	60 hours
		Asphalt Binder Content		Daily	Strap	End of Day
	Visual Inspection	Homogeneous Mixing <sup>1</sup>		3 per Test Strip	Behind Recycler before compaction (In-Place); Behind Laydown Machine before	Upon Completing Test

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-23

					compaction (In-Plant)	
Asphalt Binder (Production)	Measured & Tested for Conformance	Binder Temperature		1 every load	Temperature Gauge	Upon Completing Test
Foamed Asphalt Stabilized Base (Production)	Measured & Tested for Conformance	Gradation	AASHTO T11, T27 & Table 301-A- 2	2 per lane mile (Contracto r) 1 per lane mile (NMDOT)	Behind Recycler Before Compaction or Plant Feed Belt	
		Moisture	AASHTO T255	2 per lane mile (Contracto r) 1 per lane mile (NMDOT)	Behind Laydown Machine Before Compaction	
		Asphalt Binder Content		Daily (Contracto r)	Strap	End of Each Production Day
		Moisture Density Relation (Wet Density)	AASHTO T180 Method D	1 per Mix Design per day (required), and as needed (NMDOT)	Behind Recycler before compaction (In-Place) Plant Feed Belt (In- Plant)	24 hours
		Density	AASHTO T310	In-Place after compactio n	In-Place after compaction	Upon Completing Test
		Marshall Stability <sup>3</sup>	AASHTO T245 & Table 301-A-2	1 per day (NMDOT not required to Test)	Behind Recycler before compaction (In-Place); Behind Laydown Machine before compaction (In-Plant)	60 Hours

1. When sampling for test strip mix design verification testing, visually Determine if applicable globules, stringers and binder segregation are present. The test strip is considered acceptable for further mix verification testing if adequate homogeneous mixing is observed.

2. Prior to testing, place the sample to be soaked in a 77° F water bath for 24 hours. The Dry Sample shall be dried to constant mass at 104 +/- 2° F.

3. Cure sample to constant mass at 104° F before testing.

### **HOT MIX ASPHALT — SUPERPAVE (QLA and Non-QLA)**

All provisions of SECTION 4234 – HOT MIX ASPHALT of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition, shall apply except as modified herein:

#### **423.1 DESCRIPTION**

This Work consists of constructing one (1) or more courses of hot-mix asphalt (HMA) on a prepared base.

#### **423.2 MATERIALS**

##### **423.2.1 General**

HMA is a mixture of asphalt binder, aggregate, blending sand, mineral filler, and hydrated lime or anhydrite based material. Unless otherwise prohibited in the Contract, the Department will allow Recycled Asphalt Pavement (RAP) in HMA mixtures as long as the resulting mixture conforms to all specification requirements.

Size, uniformly grade, and combine aggregate fractions in accordance with the Contract. Test Materials in accordance with applicable AASHTO 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**

Ensure the aggregate gradation of the HMA mixture meets the requirements of Table 423.2.2.1:1, "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**

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-25

Table 423.2.2.1:1

a. HMA Aggregate Gradation Control Points

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

#### 423.2.2.1.1 Aggregate Quality

For each Material source, ensure the HMA coarse aggregate has an AI of 25 or less when calculated in accordance with Section 910, "Aggregate Index."

Regulate the crushing of aggregate stockpiles so that the minimum Fractured Faces content of the plus No. 4 Material complies with the requirements of Table 423.2.2.1.2:1, "Fractured Faces, Sand Equivalent, and Fine Aggregate Angularity," and evaluation by NMDOT Method FF-1, "*Fractured Face Determination for Coarse Aggregate.*" Ensure the 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). Ensure the combined material, excluding RAP, passing the No. 40 sieve is non-plastic. Ensure that before the addition of hydrated lime or anhydrite based material, the minimum sand equivalent value and the minimum fine aggregate angularity value of the combined aggregate, excluding RAP, complies with the requirements of Table 423.2.2.1.2:1, "Fractured Faces, Sand Equivalent, and Fine Aggregate Angularity." Determine the sand equivalent value in accordance with AASHTO T 176, Alternate Method No. 1 and the 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-26

**Table 423.2.2.1.2:1**  
**Minimum Fractured Faces, Sand Equivalent, and Fine Aggregate Angularity for Virgin Aggregates**

Design Traffic, ESALs <sup>a</sup> x 10 <sup>6</sup>	Fractured Faces <sup>b</sup>	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

<sup>a</sup>ESALs are based on a 20-year design life for all scenarios.

<sup>b</sup>Under "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, remove natural fines by screening and stockpiling separately. Use a No. 4 screen, minimum, or a larger screen if needed to properly control the crushing and screening operation. Crush the aggregate retained on the scalping screen and separate the crushed Material into at least two (2) stockpiles of fine and coarse aggregates. Regulate crushing operations to produce Material within the specified gradation band.

#### 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 Material from different stockpiles, including RAP (if in the mixture); ensure the product is in accordance with the mix design gradation requirements. 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. Provide asphalt binders in accordance with Section 402, "Asphalt Materials, Hydrated Lime, and Anhydrite Based Material." Do not change the asphalt source after approval of the mix design without written approval of the State Materials Bureau.

#### **423.2.4 Hydrated Lime or Anhydrite Based Material**

Provide hydrated lime or anhydrite based material in accordance with Section 402, "Asphalt Materials, Hydrated Lime, and Anhydrite Based Material."

#### **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.

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**

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.

#### **423.2.7 Reclaimed Asphalt Pavement**

Unless otherwise specified in the Contract, 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 evidence of ownership is supplied and 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 each fraction of coarse aggregate has a percent wear of 40.0 or less, at 500 revolutions, when tested in accordance with AASHTO T 96. Provide plus No. 4 RAP Material with a minimum of 75% Fractured Faces content (one (1) face).

The Contractor may use a maximum of 15% RAP (by weight) in the production of HMA mixtures without changing the asphalt binder. For quantities greater than 15% to 25% RAP, either lower the asphalt binder's high and low temperature grades by one (1) grade (e.g. lower a PG 76-22 to a PG 70-28) or extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A, ensuring the resultant binder meets the entire AASHTO M 320 required Project PG asphalt binder properties indicated on the approved mix design. For quantities greater than 25% to 35% RAP, extract, recover, and combine the RAP's asphalt binder with a virgin asphalt binder per AASHTO M 323, Appendix A. Ensure the resultant binder meets the entire AASHTO M 320 required Project PG asphalt binder properties indicated on the approved mix design. The Department will not allow the Contractor to use more than 35% RAP in the production of HMA mixtures. For Projects of entirely new construction, 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.



Ensure the resultant binder meets the entire AASHTO M320 required Project PG asphalt binder properties indicated on the approved mix design.

Process RAP so that 100% passes a 1-1/2-inch sieve. For HMA mixtures containing greater than 15% RAP, maintain adequate stockpile management (i.e. sufficient quantities and shaping of the stockpiles) and fractionation (divide the RAP into a minimum of two (2) stockpiles), so they are uniform throughout the stockpiles. 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. Account for the weight of the binder in the RAP when batching aggregates. Provide RAP that is free of Deleterious Materials. If the Contractor decides to use RAP in the production of HMA mixtures, the Department will make no additional payment for the asphalt binder in the RAP or asphalt binder due to asphalt binder grade adjustment. As RAP is produced and prepared for inclusion in the HMA, perform Process Control testing in accordance with Section 901, "Quality Control/Quality Assurance," Table 901.7:3, Minimum Process Control Guidelines for Aggregates and Base Course.

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:

- ☐ Reduce the top size of the RAP from 1-1/2" to 1";
- ☐ Fractionate the aggregates on a second screen, such as the 3/8" or 1/4" Screen so that the RAP is maintained in three (3) stockpiles, one being Rap larger than 1-1/2" to 2", Coarse RAP and the third being Fine RAP;
- ☐ Ensure that the RAP used in the HMA mix design is representative of the RAP available on the Project;
- ☐ Cover the RAP pile(s) so that ambient moisture is not absorbed; and
- ☐ 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.

#### **423.2.8 Mix Design**

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. Develop the mix design at no additional cost to the Department. The Contractor may develop the mix design at any time prior to the Project Pre- Paving Conference. Submit at least five (5) independent aggregate gradation test results from each stockpile to the Project Manager.

Provide the Department with a copy of the request to the testing Laboratory to develop a mix design, along with supporting documents in accordance with AASHTO R 35, to the Project Manager and the State Asphalt Engineer. Include the proposed aggregate combination and copies of all stockpile test results. Summarize the mix design results

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-29

from the Department- approved testing Laboratory in a format approved by the State Materials Bureau and submit them to the Project Manager and State Asphalt Engineer for review and concurrence by the State Asphalt Engineer. Include the results and design worksheets of testing calculations in accordance with AASHTO R 35, for the mix components as well as the mixture itself and in accordance with State Materials Bureau procedures. 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 423.2.8.1, "Mix Design Adjustment."

Create the JMF gradation in accordance with Table 423.2.2.1:1, "HMA Aggregate Gradation Control Points." The Department will require at least one percent (1.0%) hydrated lime or anhydrite based material in all mix designs. Include the hydrated lime or anhydrite based material in the gradation for developing the mix design. The mix design shall establish a single percentage of the aggregate passing each sieve size and a single percentage of asphalt binder the Contractor is to add to the aggregate. Develop the mix design using the Strategic Highway Research Program (SHRP) gyratory compactor in accordance with AASHTO R 35. AASHTO TP 77 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."

Test the HMA with at least one percent (1.0%) hydrated lime or anhydrite based material in accordance with AASHTO T 283, as modified below:

- ☐ Use six (6) inch by 3.75 inch specimens for all prisms;
- ☐ Compact all test specimens in accordance with AASHTO T 312 to an air content of seven percent (7%) +/- 0.5%;
- ☐ On the AASHTO T283 Section 11.3 scale of 0-5, with 5 exhibiting the most damage from moisture, visually estimate the amount of damage caused by moisture on the interior surfaces of each broken prism.
- ☐ Use a minimum of one percent (1%) hydrated lime or anhydrite based material and ensure the design amount results in a tensile stress ratio of at least 85%, and that no visual rating is greater than one (1), as determined by AASHTO T283 Section 11.3. 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-30

**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)		
< 0.3	<91.5			12.5	13.5	14.5	72.0-80.0	0.6 to 1.4
0.3- <3.0	<90.5	96.0	> 98.0	14.0	15.0	16.0	68.0-78.0	
≥3.0	<89.0						68.0-75.0	

<sup>a</sup>In Millions

<sup>b</sup>Design Air Void Content of four percent (4%)

<sup>c</sup>For 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)		
>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	65.0-78.0	0.6 to 1.4
≥3.0	<89.0						65.0-78.0	

<sup>a</sup>In Millions

<sup>b</sup>Design Air Void Content of 3.5%

<sup>c</sup>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.

When Department Reviewed Commercial Mix Designs are used on the Project, submit a copy of proposed commercial mix design to the State Materials Bureau with Project information to verify the proposed commercial mix design is appropriate to use and meets all the requirements for the specific Project. If the proposed commercial mix design meets all the requirements for the specific Project; the State Materials Bureau may re-issue the proposed commercial mix design for that specific Project.

The State Materials Bureau may allow the Contractor to use a mix design for one (1) year from the date of review by the State Materials Bureau. The Contractor may use or re-submit the design before the expiration of the one (1) year time frame. Do not use a Mix Design beyond one (1) year after the State Materials Bureau's review date. Submit

acceptable evidence to the State Materials Bureau verifying that the component Materials have not changed. Submit a new mix design if changing the source of Materials. Obtain concurrence from the State Materials Bureau before using the new Materials.

#### **423.2.9 Job Mix Formula**

The Job Mix Formula (JMF) must be in accordance with all aggregate gradation requirements and result in a mix that meets all specified mix design requirements. The Department will refer to the result of the Laboratory mix design developed in accordance with Section 423.2.8, "Mix Design," as JMF1.

Prepare the aggregate gradation of the calibration samples for analysis per AASHTO T 308. Individually calibrate each oven used to perform AASHTO T 308 in accordance with the State Materials Bureau's, *Ignition Oven Calibration Factors* procedure including a set for the Referee Lab. Provide a minimum of five (5) sets of calibration samples. Do not combine the elements of the calibration samples prepared for the Referee Lab, and provide them, with the Project Number, Contractor and Project Manager clearly identified to the Project Manager who will forward them to the State Asphalt Engineer. All Quality Control, Quality Assurance and Independent Assurance ovens must be calibrated by this procedure prior to start of production of a JMF. New calibration samples may be required for new JMF's, as determined by the District Lab Supervisor or the State Asphalt Engineer. The Project Manager will suspend paving operations until calibration of the ovens has been completed. No additional time or compensation will be granted for completion of this requirement.

##### **423.2.9.1 Job Mix Formula Adjustment**

The Contractor may request a modification to the JMF based on field testing of Material produced through the plant. It is expected that minor adjustments will be necessary and the Project Manager (with the concurrence of the Department's District Laboratory Supervisor) may approve a new JMF if the adjustment results in a new TV that is within the tolerance from the design TV. (Example: If design TV for No. 4 sieve is 30%, then a new TV may be approved in the field from 23% - 37%). Test results and calculations that verify a proposed JMF adjustment complies with the Specifications will be required prior to being reviewed by the Project Manager and concurred by the State Materials Bureau. Review and concurrence of a JMF adjustment can only be made after:

- ☐ The Quality Control Plan (including checks on specific gravity) has been submitted and concurred by the Project Manager and the District Lab Supervisor for use on the Project;
- ☐ Confirmation by the Project Manager that the Quality Control Plan is being followed;
- ☐ Concurrence of the proposed changes from Project Manager and District Lab Supervisor,
- ☐ Submittal by the Testing Laboratory responsible for the original mix design to the Project Manager with a copy to the State Asphalt Engineer.

If the JMF is adjusted after the Shakedown Period, terminate the previous lot when the adjusted JMF has been reviewed and concurred with by the Project Manager, Assistant District Engineer for Construction and the State Materials Bureau. Terminated lot will be added to the previous lot for evaluation by QLA. Begin a new lot for the QLA with the adjusted JMF. During the Shakedown Period, make JMF adjustments in accordance with Section 423.3.5.7, Test Strip and Shakedown Period.

### **423.3 CONSTRUCTION REQUIREMENTS**

#### **423.3.1 General**

Provide sufficient storage space for each size of aggregate and RAP. Keep the different sizes separate until delivery to the cold feed system feeding the drier. While storing and moving the coarse and fine aggregate, ensure that segregation, degradation, or combination of Materials of different grades does not occur. Re-screen or waste segregated or degraded Material. Provide separate storage and bin feeder for mineral filler if the Contract requires mineral filler. Stockpile aggregates and RAP that contain gravitational water and allow them to drain before mixing. After introducing the required amounts of aggregate, RAP (if used), and asphalt binder into the mixer, mix them until the aggregate particles are completely and uniformly coated with asphalt binder. If the Project Manager determines that uncoated aggregate exists, take corrective action. Ensure that the moisture content of the HMA at discharge from the mixer does not exceed 0.5%.

#### **423.3.2 Mix Temperature Requirements**

Do not allow the temperature of the HMA discharged from the mixer into the transport vehicle to be greater or less than the target mixing temperature specified in the mix design by more than ten percent (10%) F, not to exceed 350° F, unless written concurrence by the oil Supplier and design lab are provided to the Project Manager. HMA delivered to the Project with mix temperatures outside the acceptable range shall, at the sole discretion of the Project Manager, be removed and replaced at no cost to the Department.

#### **423.3.3 Addition of Hydrated Lime or Anhydrite Based Material**

Add the hydrated lime or anhydrite based material 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. Minimize the loss of hydrated lime or anhydrite based material while adding to the aggregate. Use an enclosed conveyor belt to prevent blowing or loss of hydrated lime or anhydrite based material if necessary. During production, if necessary to counteract loss, increase the percentage of hydrated lime or anhydrite based material.

Equip the out feed of the hydrated lime or anhydrite based material silo with a vane feeder and install a flow sensor on the discharge from the vane feeder. Ensure that the sensor activates audible and visual signals at the control panel upon interruption of hydrated lime or anhydrite based material flow.

Equip the hydrated lime or anhydrite based material silo with an approved means of metering the addition of hydrated lime or anhydrite based material to the mix at typical discharge rates with an accuracy of  $\pm 3.0\%$ , by weight. Approved means of metering hydrated lime or anhydrite based material include load cell weighing devices placed beneath each leg of the silo, or a weigh belt feeder between the silo discharge and the pug mill. Obtain Project Manager's approval for other means of metering the addition of hydrated lime or anhydrite based material before use. Do not use external strain gauges affixed to the legs of the silo. If the Contractor uses load cell weighing devices for hydrated lime or anhydrite based material metering, use a foundation system to support the silo in accordance with the silo manufacturer's recommendations. Control the hydrated lime or anhydrite based material content such that at a minimum the amount added is equal to the Target Value on the Job Mix Formula.

When mixing the aggregate and hydrated lime or anhydrite based material, maintain the moisture content of the combined aggregate at the recommended saturated surface dry moisture content, plus an additional  $1.5\% \pm 0.5\%$ , by weight. The Project Manager may increase the moisture content of the coarse and fine aggregates to properly coat the aggregates with hydrated lime or anhydrite based material and to eliminate dust pollution. Provide a method to measure the amount of moisture added to the hydrated lime or anhydrite based material-aggregate mix. On a daily basis, record the average amount of added moisture to verify specification compliance. Supply the recorded moisture information to the Project Manager upon request.

#### **423.3.4 Equipment**

##### **423.3.4.1 Mixing Plants**

###### **423.3.4.1.1 Plant Scales**

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. A licensed scale serviceman must certify the scales. Submit a copy of the certification to the Project Manager.

###### **423.3.4.1.2 Equipment for Preparation of Asphalt Materials**

Provide storage tanks for asphalt binder capable of heating and holding the asphalt at the required temperatures and measuring the temperature of the asphalt in the tank. Use approved heating methods that do not allow flames in contact with the tank. Design the circulating system for the asphalt binder to ensure proper and continuous circulation during the operating period. Allow measuring and sampling of asphalt binder from the delivery truck upon arrival.

###### **423.3.4.1.3 Feeder for Drier**

Equip the plant with an accurate feeding mechanism to deliver the aggregate into the drier and maintain uniform production and temperature.

#### **423.3.4.1.4 Drier**

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**

Equip the plant with storage bins large enough to supply the mixer when it is operating at full capacity. Arrange the bins to ensure separate and adequate storage of the appropriate fractions of the mineral aggregates. When necessary, use separating boards. Provide separate dry storage for hydrated lime or anhydrite based material. Ensure that the gates on the bins do not leak. 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**

Equip the plant with the following:

1. A scale or meter to obtain the proper amount of asphalt binder in the mix, within the allowable tolerances; and
2. A meter for checking the quantity or rate of flow of asphalt binder put in the mixer.

#### **423.3.4.1.7 Thermometers**

Equip the asphalt feed line, near the charging valve at the mixer unit, with an approved recording thermometer with a range of from 100 °F to 400 °F. Equip the discharge chute of the drier with an approved recording thermometer to automatically register the temperature of the heated aggregates or mix, as necessary. Provide the Project Manager with a record of discharge temperatures at the end of each week's production and when requested by the Project Manager during the course of production.

#### **423.3.4.1.8 Truck Scales**

Weigh the HMA on approved 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**

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. Test the scales in accordance with Section 109.1, "Measurement of Quantity."

#### **423.3.4.1.9.3 Mixer**

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**

Equip the mixer with an accurate timing device that signals the end of the mixing time.

#### **423.3.4.1.10 Drum Mix Plants**

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 additive.
3. A means for determining moisture content of aggregate so the dry weight of cold feed can be determined for proper setting of asphalt and additive flow. Determine the moisture content of the aggregate at least twice daily and adjust the moisture correction Equipment accordingly.
4. A means for sampling individual cold feeds and provisions for sequential sampling of aggregate, RAP, asphalt binder, and additives while under full production.
5. Measure the temperature of the mix at the discharge and the automatic burner controls.
6. A surge storage system having a minimum capacity of 40 ton, designed and equipped to prevent segregation. Equip the surge storage system bins with mechanical or electrical devices that provide an audible or visual warning when the bins are less than 1/4 full.
7. Equip the bin containing fine aggregate and filler, if required, with a device that prevents material hang-up during plant operation.
8. A minimum of one (1) cold feed bin for each aggregate fraction in the mix.
9. Equip the cold feed with mechanical or electrical devices that indicate when the bins are empty or when the cold feed belt is not carrying the proper amount of Material. The device shall automatically lock the cold feed belt and provide an audible or visual warning.
10. A separate cold feed for RAP Material. Introduce RAP so that it does not come into direct contact with the burner flame.
11. Equip the feeding mechanism with an individual belt feeder with a variable speed feeder drive controlled by electronically operated actuators. 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**

#### **423.3.4.3 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 Depths**

**423.3.5.7 Test Strip & Shakedown Period**

Delete Subsection **423.3.6 Sampling and Testing** to include the following:

**423.3.6 Sampling and Testing**

Sample and test the aggregate production and HMA mixture in accordance with the Department's "Minimum Testing Requirements." 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:

**423.3.6.1 Contractor Quality Control**

**423.3.6.1.1 Contractor Quality Control of Aggregate**

**423.3.6.1.2 Contractor Quality Control for Compaction**

**423.3.6.1.3 Adherence to Specifications and Rejection of Non-specification Material**

**423.3.6.2 Department Quality Assurance**

**423.3.6.2.1 Acceptance**

The Department will evaluate Materials for Acceptance in accordance with this section. Sample and test the mixture and pavement on a statistically random basis in accordance with Table 901.7:6, "Minimum Acceptance Guidelines." The Project Manager may reject material that appears to be defective based on visual inspection.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-37

**Table 423.3.6.2.1:1**  
**Acceptance Testing Tolerances<sup>a</sup>**

Characteristic	Specification limit, percentage points from TV
Air Voids, %	± 1.4
Pavement Density % <sup>c</sup>	± 2.5
Hydrated Lime or Anhydrite Based Material % <sup>e</sup>	Minimum of JMF Target Value
Voids in the Mineral Aggregate (VMA), % <sup>a,d</sup>	± 1.6
Asphalt Content % <sup>a,b</sup>	± 0.50

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

<sup>b</sup> HMA will not be rejected based on Asphalt Content Determined by AASHTO T 308

<sup>c</sup> Density payment will be adjusted in accordance with Section 901.5

<sup>d</sup> 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.

<sup>e</sup> If Hydrated Lime or Anhydrite Based Material is below Design TV cease hot mix production, investigate and correct.

Delete the following Subsections:

**423.3.6.2.1.1 Non-LA**

**423.3.6.2.1.1.1 Acceptance of Pavement Density**

**423.3.6.3 QLA**

**423.3.6.3.1 Acceptance of Pavement Density**

**423.3.6.4 Independent Assurance Testing**

The Department will perform Independent Assurance sampling and testing in accordance with Section 901.3, "Independent Assurance Testing."

Delete the following Subsections:

**423.3.7 Dispute Resolution**

**423.4 METHOD OF MEASUREMENT**

Delete **Subsection 423.5, Basis of Payment**, to include the following:

**423.5 BASIS OF PAYMENT**

Pay Item	Pay Unit
HMA	Ton

The Department will pay for accepted quantities at the Bid Item Unit Price, adjusted in accordance with Section 423.5.1, "Price Adjustments."

**423.5.1 Price Adjustments**

Delete the following Subsection:

**423.5.1.1 Projects with Bid Quantities of 15,000 Tons or Greater**

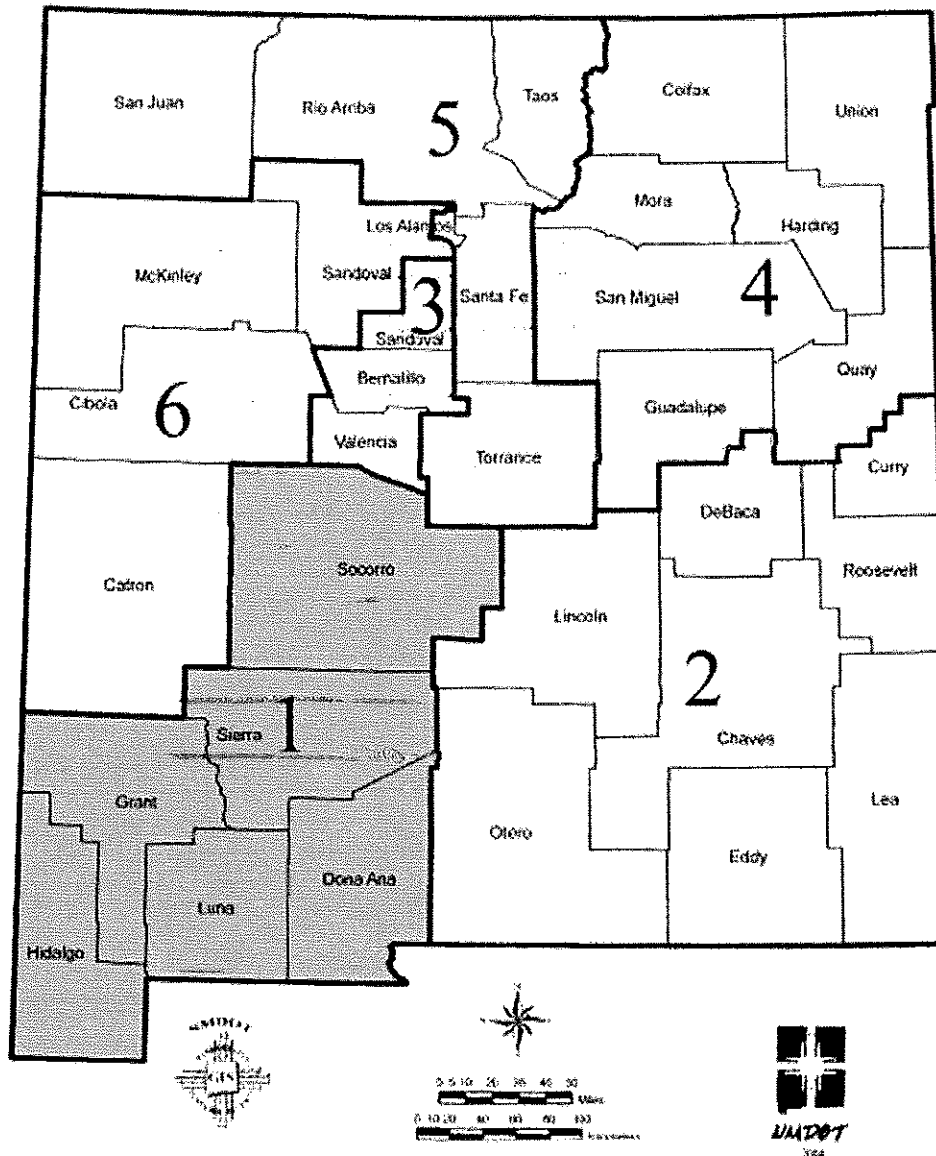
**423.5.1.2 Projects with Bid Quantities Less than 15,000 Tons**

The Department will pay for accepted quantities of *HMA* or HMA Complete at the Bid Item Unit Price if the mean of the test results for each property is within the testing tolerances as listed in Table 423.3.6.2.1:1, "Acceptance Testing Tolerances." If the mean of the test results for any of the listed properties is outside of the testing tolerances as listed in Table 423.3.6.2.1:1, "Acceptance Testing Tolerances," then the Department will determine the price adjustment for the Material in accordance with the Department's *Price Reduction Procedures* current at the time of the Project letting. In no case will the pay factor be greater than 1.00.

Delete the following Subsection:

**423.5.1.2.1 Price Adjustment for Pavement Density (Bid Quantities Less than 15,000 Tons)**

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



\*\*\* End of Specifications \*\*\*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-40

**Awarded Items:**

Items	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Square yard	In-Place Recycling 0 - 2000 S.Y.	
			3" to 6" Depth	\$20.00
			6.1" to 9" Depth	\$23.00
			9.1" to 12" Depth	\$26.00
2	1	Square yard	In-Place Recycling 2001 - 4000 S.Y.	
			3" to 6" Depth	\$17.00
			6.1" to 9" Depth	\$20.00
			9.1" to 12" Depth	\$23.00
3	1	Square yard	In-Place Recycling Above 4000 S.Y.	
			3" to 6" Depth	\$8.00
			6.1" to 9" Depth	\$10.00
			9.1" to 12" Depth	\$12.00
4	1	Square yard	In-Plant Recycling 0 - 2000 S.Y.	
			3" to 6" Depth	\$23.00
			6.1" to 9" Depth	\$30.00
			9.1" to 12" Depth	\$37.00
5	1	Square yard	In-Plant Recycling 2001 - 4000 S.Y.	
			3" to 6" Depth	\$20.00
			6.1" to 9" Depth	\$27.00
			9.1" to 12" Depth	\$34.00
6	1	Square yard	In-Plant Recycling Above 4000 S.Y.	
			3" to 6" Depth	\$19.00
			6.1" to 9" Depth	\$24.00
			9.1" to 12" Depth	\$31.25
7	1	Ton	Asphalt Binder, PG 58-28	\$650.00
8	1	Ton	Mineral Filler	\$200.00
9	1	Ton	Placement of Contractor provided Emulsion for Fog Seal Diluted 1:1	\$675.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-41

Items	Approx. Qty.	Unit	Article and Description	Unit Price
10	1	Square yard	Subgrade Preparation 0 - 15,000	\$5.00
11	1	Square yard	Subgrade Preparation 15,001 - 30,000	\$5.00
12	1	Square yard	Subgrade Preparation Above 30,000	\$1.75
13	1	Square yard	Pulverization 0" - 6"	\$2.25
14	1	Square yard	Pulverization 6.1" - 9"	\$3.00
15	1	Cubic yard	Subexcavation and replace with state furnished material	\$25.00
16	1	Ton	Placement of Contractor provided HMA - SPIII w/PG 70-22, 0 - 1,500 Ton	\$95.00
17	1	Ton	Placement of Contractor provided HMA - SPIII w/PG 70-22, 1,501 - 3,000 Ton	\$90.00
18	1	Ton	Placement of Contractor provided HMA - SPIII w/PG 70-22, Above 3,000 Ton	\$80.00
19	1	Ton	Placement of Contractor provided HMA - SP IV w/PG 70-22, 0 - 1,500 Ton	\$95.00
20	1	Ton	Placement of Contractor provided HMA - SP IV w/PG 70-22, 1,501 - 3,000 Ton	\$90.00
21	1	Ton	Placement of Contractor provided HMA - SP IV w/PG 70-22, Above 3,000 Tons	\$80.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-42

Items	Approx. Qty.	Unit	Article and Description	Unit Price
22	1	Ton	Placement of State provided HMA SPIII w/PG 70-22, 0 - 1,500 Ton	\$30.00
23	1	Ton	Placement of State provided HMA SPIII w/PG 70-22, 1,501-3,000 Ton	\$25.00
24	1	Ton	Placement of State provided HMA SPIII w/PG 70-22, Above 3,000 Tons	\$20.00
25	1	Ton	Placement of State provided HMA SPIV w/PG 70-22, 0-1,500 Ton	\$30.00
26	1	Ton	Placement of State provided HMA SPIV w/PG 70-22, 1,501-3,000 Ton	\$25.00
27	1	Ton	Placement of State provided HMA SPIV w/PG 70-22, Above 3,000 Ton	\$22.00
28	1	Ton	Placement of Contractor provided Tack Coat	\$650.00
29	1	Ton	Placement of Contractor provided Prime Coat	\$700.00
30	1	Hour	Traffic Control to include traffic control plan URBAN	\$400.00
31	1	Hour	Traffic Control to include traffic control plan RURAL	\$400.00
32	1	Linear Foot	Re-establishing center line	\$3.00
33	1	Unit	Laboratory evaluation of Material Sample	\$2,000.00
34	1	Mile	Mobilization-In Place Stabilization	\$700.00
35	1	Mile	Mobilization- In Plant Stabilization	\$700.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 90-805-19-16776

Page-43

Items	Approx. Qty.	Unit	Article and Description	Unit Price
36	1	Hour	Hauling of Material	\$95.00
37	1	Ton Mile	Hauling of Material	
			0-25 miles from Central Plant	\$0.28
			26-50 miles from Central Plant	\$0.27
			51-75 miles from Central Plant	\$0.27
			76-100 miles from Central Plant	\$0.27
			101-125 miles from Central Plant	\$0.27
			126-150 miles from Central Plant	\$0.27
			over 150 mile from Central Plant	\$0.27

\*\*\* 37 Items Total \*\*\*