

State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Price Agreement Number: 70-805-16-15092

Price Agreement Amendment No.: Three

Term: January 24, 2017 – January 23, 2020

**Awarded Vendor**  
000004925 (AC)  
Northern Mountain Constructors, Inc.  
P.O. Box 348  
El Prado, NM 87529  
  
Telephone: (575)758-4395  
Email: tgravel@taosnet.com

**Ship To:**  
New Mexico Department of Transportation  
(Various Locations)  
  
**Invoice:**  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504-1149  
  
For questions regarding this Price Agreement please contact:  
Angela Martinez (505) 570-7940

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Email: Mark.Lujan@state.nm.us

Title: **Asphalt Hot and Cold Mix District 4**

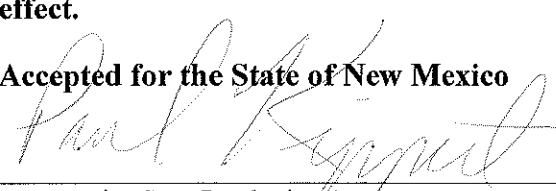
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

The vendor is increasing pricing on the following items:

Item	Current Price	New Price
001 Hot Mix Cold Lay HFE 300 SP III	\$80.00/ton	\$92.00/ton
002 Hot Mix Cold Lay HFE 300 SP IV	\$82.00/ton	\$94.00/ton
003 HMA with PG 70-22, SP III	\$77.00/ton	\$83.00/ton
004 HMA with PG 70-22, SP IV	\$79.00/ton	\$85.00/ton
005 OGFC with PF 70-28+	\$100.00/ton	\$109.00/ton

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

  
New Mexico State Purchasing Agent

Date: 06/06/2019

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

KC 

nm



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
4 Vendors

Price Agreement Number: 70-805-16-15092

Price Agreement Amendment No.: Two

Term: January 24, 2017 – January 23, 2020

**Ship To:**  
New Mexico Department of Transportation  
(Various Locations)

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Email: Mark.Lujan@state.nm.us

**Invoice:**  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504-1149

For questions regarding this Price Agreement please contact:  
Angela Martinez (505) 827-5127

Title: **Asphalt Hot and Cold Mix District 4**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 24, 2019 to January 23, 2020 at the same price, terms and conditions for (AA) Associated Asphalt & Materials, LLC, (AC) Northern Mountain Constructors, Inc., (AD) Rocky Road Gravel & Well Drilling, LLC, and (AE) Versatile Construction, Inc.

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

  
New Mexico State Purchasing Agent

Date: 11/29/18

AS  




State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
5 Vendors

Telephone No.  
Email:

Price Agreement Number: 70-805-16-15092

Price Agreement Amendment No.: One

Term: January 24, 2017 – January 23, 2019

Ship To:  
New Mexico Department of Transportation  
(Various Locations)

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Invoice:  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504-1149

For questions regarding this Price Agreement please contact:  
Angela Martinez (505) 827-5127


Title: Asphalt Hot and Cold Mix District 4

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 24, 2018 to January 23, 2019 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

  
New Mexico State Purchasing Agent  
ML

Date: 01/19/19



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**5 Vendors (See Page Seven)**

**Telephone No.:**


Price Agreement Number: 70-805-16-15092

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations**

Procurement Specialist: Eric Sanchez 

Telephone No.: 505-827-0554

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


**For questions regarding this contract please contact:**  
**James Ortega 505-827-5135**

Title: **Asphalt Hot and Cold Mix District 4**

Term: **January 24, 2017- January 23, 2018**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

  
 \_\_\_\_\_  
 New Mexico State Purchasing Agent

Date: 1/19/17

State of New Mexico  
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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

**14. The Procurement Code:** Sections 13-1-28 through 13-1-99 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.** 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.** 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 proposal 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.** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

**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://insurenewmexico.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!*

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**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>



## **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.

### **Article V - Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

### **Article VI – Amendment**

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

### **Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

### **Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

### **Article IX – Price Schedule**

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

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(AA) 0000110842  
Associated Asphalt & Materials, LLC  
3810 Oliver Rd.  
Santa Fe, NM 87507  
505-474-7094

(AB) 0000045365  
Brasier Asphalt Inc.  
PO Box 19095  
Albuquerque, NM 87119  
505-873-1322

(AC) 0000049258  
Northern Mountain Constructors, Inc.  
PO Box 348  
El Prado, NM 87529  
575-758-4395

(AD) 0000048893  
Rocky Road Gravel & Well Drilling, LLC  
PO Box 1405  
Las Vegas, NM 87701  
505-425-6051

(AE) 0000008296  
Versatile Construction, Inc.  
PO Box 686  
Tucumcari, NM 88401  
575-461-4656

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To establish a price agreement for asphalt hot and cold mix for District Four:

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

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

Price shall not include New Mexico State Gross Receipts or Local Option Tax(s). Such tax or taxes shall be added at the time of invoicing at current rates and shown as a separate item to be paid by users.

It is not necessary for a contractor to have the license classification(s) alluded to in order to submit a bid on this price agreement. Any contractor bidding on this price agreement shall obtain the required license(s) prior to the issuance of the notice of award. Licenses may be obtained from the New Mexico construction industries division. It is the responsibility of the contractor to pay whatever fees and/or to take whatever measures are available by rule or regulation of the division to expedite the securing of the required license.

Vendor shall produce the material within 14 calendar days from the date the department requests the material. The material shall be delivered by the vendor or available for pick up by the department within this time frame.

\*\*The most current NMDOT Standard Specifications for Road and Bridge Construction Edition, special provisions and supplemental specifications shall be referenced for this contract. Copies may be obtained from General Office, Santa Fe.

**CONTRACTOR NOTE:** (If applicable) No person shall act as a contractor without a license issued by the (construction industries) division classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the contractor has a valid license issued by the (construction industries) division to bid and perform the type of work to be undertaken, § 60-13-12, NMSA 1978.

Contractor license no. \_\_\_\_\_.

Prior to 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 District office within 10 calendar days after notification by the Department 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). If the department increases the original order amount, contractor(s) shall provide a performance bond to cover the additional work.

Contractor shall indemnify and hold harmless the state, its officers and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, contractor's and/or its employees, own negligent act/s or omission/s while contractor, and/or its employees, perform/s or fail/s to perform its obligations and duties under the terms and conditions of this agreement. this save harmless and indemnification clause is subject to the immunities, provisions, and

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limitations of the tort claims act (41-4-1, ET SEQ., N.M.S.A. 1978 comp) and section 56-7-1 N.M.S.A. 1978 comp and any amendments thereto. It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s). Bodily and/or personal injury (is) to person(s), damages(s) to property (is) and/or any other claim/s whatsoever pursuant to the provisions of this agreement.

**PAYMENT AND INVOICING:** 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.

Within fifteen (15) days after the date the department receives written notice from the contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the contractor that payment is requested, provide to the contractor a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with details of how the contractor may proceed to provide remedial action. Upon certification by the department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (13th) day from the date that written certification of acceptance is issued, late payment charged shall be paid on the unpaid balance due on the contract to the contractor at the rate of 1-1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the department secretary or his duly authorized representative.

**ESCALATION CLAUSE:** In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

Should you have questions concerning this policy, please contact the State Purchasing Division.

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**AWARD METHOD: To ensure compliance with this ITB, bids will be considered on an "all or none" basis. Responsive bidders must submit bids for all items listed.**

Quantities and locations are estimated. Actual quantities will be determined by the District Engineer or his designee. Be aware that quantities may be increased or decreased so as to meet actual field requirements.

**HOT MIX - COLD LAY:**

Asphalt hot mix-cold lay to be for maintenance purposes as per specifications listed below.

Delivery Options:

OPTION 1: F.O.B. At Hot Plant Loaded On Department Of Transportation Trucks.

OPTION 2: Delivered To The Patrol Yard Or A Location Within 10 Miles Of The Patrol Yard.

OPTION 3: Delivered To A Site Outside A 10 Mile Radius Of The Patrol Yard As Requested By The Department.

To be ordered as per the discretion of the District Engineer or his designee.

The Hot Mix-Cold lay material shall meet the requirements in section 423 hot mix asphalt super pave for type SP-IV as designated in the most current NMDOT Standard Specifications for Highway and Bridge Construction.

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>	
	SP-IV	
	MIN	MAX
2 IN.	---	---
1-1/2 IN.	---	---
1 IN.	---	---
3/4 IN.	100	---
1/2 IN.	90	100
3/8 IN.	---	90
NO. 4	---	---
NO. 8	28	58
NO. 200	2.0	10.0

Hot Mix-Cold lay materials shall be furnished utilizing existing NMDOT approved Hot-Mix Designs or Designed by a Commercial Laboratory. In either case, designs will need to be concurs by the State Materials Lab.

The type and grade of Bituminous Material shall be high Float Emulsion HFE 300 as designated by the District Engineer, and shall meet the requirements of section 402 asphalt materials, hydrated lime, and anhydrite based material.

\*\* The contractor shall provide independent test results from an approved testing lab for material made each day, testing of the material shall be incidental to the price of the material. All test results shall be made

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available 24 hours after material was produced. The NMDOT reserves the right to reject any materials not meeting specifications.

**HOT MIX:**

Hot Mix to be for maintenance purposes as per specifications listed below:

Delivery Options:

OPTION 1: F.O.B. At Hot Plant Loaded On Department Of Transportation Trucks.

OPTION 2: Delivered To The Patrol Yard Or Within 10 Miles Of The Patrol Yard.

OPTION 3: Delivered To A Site Outside The 10 Mile Radius Of The Patrol Yard As Requested By The Department.

To be ordered at the discretion of the District Engineer or his designee.

The Hot Mix material shall meet the requirements of section 423 Hot Mix Super Pave for type SP-III or SP-IV as designated in the most current NMDOT Standard Specifications for Highway and Bridge Construction.

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>			
	SP-III		SP-IV	
	MIN	MAX	MIN	MAX
2 IN.	---	---	---	---
1-1/2 IN.	---	---	---	---
1 IN.	100	---	---	---
3/4 IN.	90	100	100	---
1/2 IN.	---	90	90	100
3/8 IN.	---	---	---	90
NO. 4	---	---	---	---
NO. 8	23	49	28	58
NO. 200	2.0	8.0	2.0	10.0

The type and grade of bituminous material shall be Performance Graded Asphalt binder as designated by the District Engineer, and shall meet the requirements of section 402 asphalt materials, hydrated lime, and anhydrite based materials.

Hot Mix materials shall be furnished utilizing existing NMDOT approved Hot Mix designs or designed by a commercial laboratory. In either case, designs will need to be concurred by the State Materials Lab.

\*\* The contractor shall provide independent test results from an approved testing lab for material made each day, testing of the material shall be incidental to the price of the material. All test results shall be made available 24 hours after material was produced. The NMDOT reserves the right to reject any materials not meeting specifications.

**OPEN GRADED FRICTION COURSE:**

The open graded friction course (OGFC) shall meet the requirements of section 403 open graded friction course from the most current NMDOT Standard Specifications for Highway and Bridge Constructions. Type of OGFC shall be PG 70-28+.

The type and grade of bituminous material shall be Performance Graded Asphalt binder as designated by the District Engineer, and shall meet the requirements of section 402 asphalt materials, hydrated lime, and anhydrite based materials.

Gradation requirements

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
1/2 INCH	100
3/8 INCH	90-100
NO. 4	25-55
NO. 10	0-12
NO. 40	0-8
NO. 200	0-4

Open graded friction course material shall be furnished utilizing existing NMDOT approved open graded friction course (OGFC) designs or designed by a commercial laboratory. In either case, designs will need to be concurred by the state materials lab.

**The NMDOT reserves the right to go to another source, if deliveries are not in compliance with the contract. Should there be a difference in cost; the contract vendor will be charged the difference.**

Vendor shall provide all insurance necessary to employees on the work site, including, but not limited to, workmen's compensation.

Vendor must have a mixing plant located within a seventy (70) mile radius of patrol yard. Hot mix must arrive in a condition to utilize for blade patching purposes, with no more than a 25 degree Fahrenheit drop in temperature from plant to site. Hot mix may be utilized for blade patching operations or lay down machine operations.

\*\*Quantities and locations are estimated. Actual requirements will be determined by the District Engineer or his designee. Quantities may be increased or decreased to meet actual field requirements. Quantities will not be considered in the evaluation criteria, only unit costs.

**Vendor must indicate where plant is located in the bid package.**

It should be noted that any material delivered to the job site, lay down machine or areas outside of a ten (10) mile radius of the patrol, trucks may be required to stay at the job site for up to four (4) hours for dumping purposes.

**METHOD OF MEASUREMENT AND PAYMENT:** Plant mix bituminous payment Superpave material, plant mix bituminous pavement material, hot mix/cold lay, and O.G.F.C. shall be measured and paid by the ton. Incidental items shall be hydrated lime.

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Each Asphalt Binder or Emulsion item shall be paid by the ton using the mark up above the Asphalt Binder Price Index added to the Asphalt Binder Price Index. The current Asphalt Binder Price Index, at the time of purchase of Binder or Emulsion, shall be used to calculate the total payment.

The Asphalt Binder Price Index shall be adjusted for three categories of emulsions. The three categories of emulsions are: polymer modified, standard, and dilute. The Asphalt Binder Price Index shall be multiplied by the following factors according to type of emulsion:

- POLYMER MODIFIED – 0.75
- STANDARD - 0.65
- DILUTE – 0.375

Examples of wording for asphalt binder and emulsion price agreement items.

“MARK UP ABOVE NEW MEXICO ASPHALT BINDER PRICE INDEX FOR PERFORMANCE-GRADED ASPHALT BINDER (PG 58-22)”

“MARK UP ABOVE NEW MEXICO ASPHALT BINDER PRICE INDEX FOR HIGH FLOAT EMULSION 300”

The amount of asphalt binder or emulsion used will be determined by tests performed by the department by the ignition method (AASHTO T-308).

Items	Approx. Qty.	Unit	Article and Description	Unit Price
001	5,400	Ton	Hot-mix cold lay asphalt with HFE 300 at hot plant, SP-III	AA)\$84.25 AB)\$100.00 AC)\$80.00 AD)\$85.00 AE)\$93.00
002	5,400	Ton	Hot-mix cold lay asphalt with HFE 300 at hot plant, SP-IV	AA)\$84.25 AB)\$100.00 AC)\$82.00 AD)\$85.00 AE)\$94.00



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003	5,400	Ton	Hot-mix asphalt with PG 70-22 at hot plant, SP-III	AA)\$67.00 AB)\$82.50 AC)\$77.00 AD)\$80.00 AE)\$86.50
004	5,400	Ton	Hot-mix asphalt with PG 70-22 at hot plant, SP-IV	AA)\$67.00 AB)\$82.50 AC)\$79.00 AD)\$80.00 AE)\$87.50
005	5,400	Ton	OGFC with PG 70-28+ at hot plant	AA)\$89.25 AB)\$102.00 AC)\$100.00 AD)\$120.00 AE)\$96.00
006	10000	Ton/Mile	One-way haul of material delivered to the project site (0.1 to 10 miles)	AA)\$1.25 AB)\$0.75 AC)\$0.40 AD)\$0.50 AE)\$1.40
007	10000	Ton/Mile	One-way haul of material delivered to the project site (11 to 40 miles)	AA)\$1.25 AB)\$0.65 AC)\$0.32 AD)\$0.45 AE)\$0.40
008	10000	Ton/Mile	One-way haul of material delivered to the project site (41 to 70 miles)	AA)\$1.25 AB)\$0.55 AC)\$0.25 AD)\$0.40 AE)\$0.23
009	10000	Ton/Mile	One-way haul of material delivered to the project site (71+ miles)	AA)\$1.25 AB)\$0.45 AC)\$0.18 AD)\$0.35 AE)\$0.20
***009 Items Total***				