



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment


Awarded Vendor
4 Vendors

Price Agreement Number: 70-805-17-15815

Price Agreement Amendment No.: **One**

Term: August 24, 2017 – August 23, 2019

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

Procurement Specialist: Raelynn Lujan 

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
District 3
PO Box 91750
Albuquerque, NM 87199-1750

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

Title: Hot Mix Asphalt-Superpave/Hot Mix Cold Lay District 3

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

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

Date: 8/23/2018



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
4 Vendors (see page 7)

Telephone No.:

Price Agreement Number: 70-805-17-15815

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
District 3
PO Box 91750
Albuquerque, NM 8719901750


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

Title: Hot Mix Asphalt-Superpave/Hot Mix Cold Lay District 3

Term: August 24, 2017-August 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: 8/17/17

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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.

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New Mexico Employees Health Coverage

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

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

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

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

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

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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 of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000047738
Albuquerque Asphalt, Inc.
PO Box 66450
Albuquerque, NM 87193
505-831-7311

(AB) 0000129980
Black Rock Services
PO Box 1379
Peralta, NM 87042
505-206-1101

(AC) 0000054735
FNF Construction, Inc.
115 S. 48th Street
Tempe, AZ 85281
575-313-2323

(AD) 0000093143
Vulcan Materials Co.
1500 N. Renaissance Blvd. NE Suite B
Albuquerque, NM 87107
505-343-7800

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Establish a Price Agreement for HOT MIX ASPHALT (HMA) and HOT-MIX COLD-LAY (HMCL) ASPHALT for the New Mexico Department of Transportation District 3. **This is a materials only price agreement.** Materials to be picked up at Vendor's plant site.

All products purchased under this contract shall meet the specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications.

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

Vendors are required to have Approved Mix Design from NMDOT State Materials Bureau for ALL PG and SP mixes prior to accepting NMDOT PO.

This price agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

TERM OF AGREEMENT:

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

TAX NOTE:

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

BIDDING INFORMATION:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in his/her bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this contract include an amount sufficient to cover such costs.

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

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number.

BID REVIEW:

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

METHOD OF AWARD:

Method of award shall be to multiple vendors.

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

UTILIZATION OF VENDORS:

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

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

THE CONTRACTOR AGREES TO:

Contractor shall indemnify and hold harmless The State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractors and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, person(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

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

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

Contractor agrees to provide requested quantities to NMDOT within 20 work days from receipt of written Purchase Order (PO).

General Notes:

1. For the purpose of determining fractured faces, estimated traffic shall be estimated as greater than or equal to three (3) million to less than ten (10) million ESAL's.
2. Vendor is to supply certified scale weigh ticket indicating gross, tare, net weight and purchase order number.

NEW MEXICO DEPARTMENT OF TRANSPORTATION SPECIAL PROVISIONS MODIFYING

SECTION 423: HOT MIX ASPHALT-SUPERPAVE (QLA and Non-QLA)

All provisions of SECTION 423-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 mixture 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

Table 423.2.2.1:1

HMA Aggregate Gradation Control Points

| % Passing Per HMA Type | | | | | | | |
|------------------------|-------|-----|--------|-----|-------|------|--|
| Sieve Size | 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 | — | — | — | |
| ¾ Inch | — | 90 | 90 | 100 | 100 | — | |
| ½ 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.

Table 423.2.2.1.2:1

Minimum Fractured Faces, Sand Equivalent, and Fine

Aggregate Angularity for Virgin Aggregates

| Design Traffic ESAL's x10 ⁹ | Fractured Faces | 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 |

a. ESAL's are based on a 20 year design life for all scenarios.

b. 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 faces); 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 (This section is modified for use in this price agreement only. RAP limited to maximum of 15%)

Unless otherwise specified in the Contract, the Contractor may use RAP removed under the Contract consisting of salvaged, mined, 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

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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 this specific Price Agreement, the Department will not allow the Contractor to use more than 15% RAP in the production of HMA mixtures.** For Projects of entirely new construction, limit the RAP to 15% in the top mat. Process RAP so that 100% passes a 1-112-inch sieve. Address in the Quality Control Plan 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. 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 or 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 1-112" 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 1-112" 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 (This section is modified for use in this price agreement only.)

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 accepting a Purchase Order for the material. 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 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

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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 423.2.8.11 "Mix Design Adjustment."

Create the JMF gradation in accordance with Table 423.2.2.1:1I "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.

Table 423.2.8:1

HMA Super pave Design Requirements for Aggregates with Less Than 3.0% Absorption

| 20 year design ESALS (a) | N Initial | N Design (b) | Percent voids in the mineral Aggregate (VMA) per nominal maximum aggregate size | One (1) inch (SP-II) | ¾ Inch (SP-III) | ½ Inch (SP-IV) | Voids Filled with Asphalt (VFA) Range % (C) | Dust to Binder Ratio Range |
|-----------------------------|-----------|--------------|--|-------------------------|--------------------|-------------------|--|-------------------------------------|
|-----------------------------|-----------|--------------|--|-------------------------|--------------------|-------------------|--|-------------------------------------|

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| | | | | | | | | |
|----------|-------|------|-------|------|------|------|-----------|------------|
| <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 | — | — | — | 68.0-78.0 | |
| ≥3.0 | <89.0 | | | 14.0 | 15.0 | 16.0 | 68.0-78.0 | |
| | | | | — | | | | |

- a. In Millions
- b. Design Air Void content of (4%)
- c. 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 Super pave Design Requirements for Aggregates with 3.0% or Greater Absorption

| (a) 20 year design ESALS | N Initial | N Design (b) | 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) | ¾ Inch (SP-III) | ½ Inch (SP-IV) | | |
| <0.3 | <91.5 | | | | | 70.0-80.0 | |
| 0.3-<3.0 | <90.5 | 96.5 | <98.0 | 12.0 | 13.0 | 14.0-16.0 | 0.6 to 1.4 |
| ≥3.0 | <89.0 | | | 14.0 | 15.0 | | |
| | | | | | | 65.0-78.0 | |

- a. In Millions
- b. Design Air Void content of 3.5%
- c. 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. Ir 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 now 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 now.

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 coaling 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.

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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 and replace with 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.

Table 423.3.6.2.1:1

Acceptance Testing Tolerances

| Characteristic | Specifications Limit, Percentage Points from TV |
|---|---|
| Air Voids % | ±1.4 |
| Pavement Density % | ±2.5 |
| Hydrated Lime or Anhydrite Based Material % | Minimum of JMF Target Value |
| Voids in the mineral Aggregate Based Material % | ±1.6 |
| Asphalt Content | ±0.50 |

- a. All Gradation, Asphalt Content, VMA, and VFA values shall be determined using the AASHTO T 308 testing results.
- b. HMA will not be rejected based on Asphalt Content Determined by AASHTO T 308.
- c. Density payment will be adjusted in accordance with section 901.5.
- d. If G_{mm} 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.

*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-QLA

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, and replace with 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."

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)

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

DESCRIPTION

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

MATERIALS

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

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

Aggregate

The aggregate gradation of the HMCL mixture shall meet the requirements of Table 1.

Table I. HMCL Gradation Requirements

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

The aggregate shall meet the quality requirements shown in Table 2.

Table 2. Aggregate Quality Requirements

| Quality Item | Specification Requirement | |
|---|---|-----------------------|
| Aggregate Index of plus 4.75 mm material | Less than or equal to 25 | NMDOT Section 910 |
| Sand equivalent of minus 4.75 mm material (no lime added) | Greater than 45 | AASHTOT176 |
| Plasticity of minus 0.425 mm material | Non-plastic | AASHTOT90 |
| Fractured faces of plus 4.75 mm material | 75% at least two fractured faces | AASHTOT335 |
| Flat and elongated particles of plus 9.5 mm | 20% maximum with dimensional ratio of 3:1 | ASTM D4791 |
| Fine aggregate angularity | Minimum 40 | AASHTO T304, Method A |

Asphalt Binder

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

Other Materials

If required, Hydrated Lime or anhydrite based material shall meet the requirements of Section 402, Asphalt Materials, Hydrated Lime, and Anhydrite Based Material. If required, mineral filler shall meet the requirements of AASHTO M17. Fly ash shall not be used as mineral filler.

MIX DESIGN

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The mix design shall be developed by a Department-approved laboratory and shall be provided at no cost to the Department. The mix design shall be submitted to the Engineer for approval prior to District use. Engineer approval of a mix design shall not relieve the Contractor of full responsibility for producing an acceptable mixture. A mix design shall be considered current for a period of one year from the date of approval. If at any time, aggregate materials or asphalt binder source change, then a new mix design shall be developed prior to use by the District.

Mix Design Procedures

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

Table 3. Mix Design Parameters for Marshall Mix Design

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

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

Table 4. Mix Design Criteria

| Design Requirement | Design Criteria |
|---|--|
| Minimum effective asphalt emulsion content (See note 1) | Minimum 8.0% ± 0.5% by dry weight of aggregate |
| Marshall stability | Minimum 750 lbs |

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| Retained Marshall stability | Minimum 50% (note 2) |
| Air voids | 5 – 15% |
| Notes: | |
| <p>1. Effective asphalt content (Pbe) is defined as total asphalt less absorbed asphalt content, both items measured and calculated according to Asphalt Institute, Manual Series No. 2</p> <p>2. Should the index of retained stability fall below 50%, the Contractor has the option of incorporating an antistripping agent such as hydrated lime, anhydrite based material, or a liquid antistripping agent. Should the Contractor elect to include an antistripping agent, an index of retained stability shall be determined to show that that the antistripping agent is effective.</p> | |

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

PRODUCTION REQUIREMENTS

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

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

BASIS OF PAYMENT

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

PAYMENTS AND INVOICING:

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

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personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

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

SHIP TO:

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

INVOICE TO:

NM Department of Transportation
District Three
P.O. Box 91750
Albuquerque, NM 87199-1750

ESCALATION CLAUSE:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

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This escalation policy will be terminated as soon as the market stabilizes. Should you have questions concerning this policy, please contact the State Purchasing Division.

QUANTITIES:

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

| Item | Approximate Quantity | Unit | Article and Description | |
|------|----------------------|------|---|---|
| 001 | 10,000 | Ton | Hot Mix/Cold Lay w/ HFE 300 with "B" Grading | AA)\$70.00 AB)\$77.68 AC)\$115.00 |
| 002 | 10,000 | Ton | Hot Mix/Cold Lay w/ HFE 300 with "C" Grading | AA)\$69.75 AB)\$76.20 AD)\$75.25 |
| 003 | 5,000 | Ton | Hot Mix/Cold Lay w/ HFE 300P with "B" Grading | AA)\$72.50 AB)\$79.10 AC)\$125.00 |
| 004 | 5,000 | Ton | Hot Mix/Cold Lay w/ HFE 300P with "C" Grading | AA)\$72.15 AB)\$78.70 AC)\$125.00 |
| 005 | 10,000 | Ton | Hot Mix Asphalt SP-II w/PG Binder 70-22 | AA)\$56.00 AB)\$63.80 AC)\$90.00 |
| 006 | 10,000 | Ton | Hot Mix Asphalt SP-II w/PG Binder 76-28 | AA)\$61.50 AB)\$74.56 AC)\$95.00 |
| 007 | 20,000 | Ton | Hot Mix Asphalt SP-III a/PG Binder 70-22 | AA)\$56.25 AB)\$63.59 AD)\$61.00 |

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|-----|--------|------|---|--|
| | | | | AA)\$62.00 AB)\$74.35 AD)\$67.90 |
| 008 | 20,000 | Ton | Hot Mix Asphalt SP-III w/PG Binder 76-28 | |
| | | | | AA)\$57.00 AB)\$63.70 AD)\$62.50 |
| 009 | 5,000 | Ton | Hot Mix Asphalt SP-IV w/PG Binder 70-22 | |
| | | | | AA)\$62.50 AB)\$74.46 AD)\$68.25 |
| 010 | 5,000 | Ton | Hot Mix Asphalt SP-IV w/PG Binder 76-28 | |
| | | | | AA)\$500.00 AB)\$840.00 AC)\$2,500.00 AD)\$500.00 |
| 011 | 2 | Each | Night Opening Charge up to 200 tons (9pm to 5am) | |
| | | | | AA)\$400.00 AB)\$1,680.00 AD)\$1,200.00 |
| 012 | 3 | Each | Night Opening Charge over 200 tons (9pm to 5am) | |
| | | | | AA)\$500.00 AB)\$840.00 AC)\$2,500.00 AD)\$500.00 |
| 013 | 2 | Each | Saturday Opening Charge up to 200 tons | |
| | | | | AA)\$200.00 AB)\$1,680.00 AD)\$1,200.00 |
| 014 | 3 | Each | Saturday Opening Charge over 200 tons | |
| | | | | AA)\$500.00 AB)\$1,680.00 AD)\$1,200.00 |
| 015 | 2 | Each | Sunday Opening Charge up to 200 tons | |
| | | | | AA)\$200.00 AB)\$1,764.00 AD)\$1,500.00 |
| 016 | 3 | Each | Sunday Opening Charge over 200 tons | |
| | | | | AA) No Charge AB)\$0.00 AC)\$1,000.00 AD)\$500.00 |
| 017 | 1 | Each | Cancellation fee if DOT provides less than 24hrs notice | |

*** 17 Items Total ***