**INVITATION FOR BIDS**

**Village of Ruidoso**



**IFB: #2018-007B**

**Project Name: Contract for Aggregates**

**NIGP Commodity Code 745-05**

**Contracting Agency:**

Village of Ruidoso

313 Cree Meadows Dr.

Ruidoso, NM 88345

**Telephone: 575/257-2721**

**Date Issued: April 6, 2018**

**Bid opening: April 19, 2018**

**11:00 a.m. local time**

**Procurement Manager: Billy Randolph**

**Purchasing Agent**

**INVITATION TO BID**

Notice is hereby given that the Village of Ruidoso, Lincoln County, New Mexico calls for sealed bids on **IFB#2018-007B**.

**The Village of Ruidoso is requesting sealed bids for a Multi-Award Contract for Aggregates, NIGP Commodity Code 745-05.**

In accordance with NMSA 1978, §13-1-150 through 13-1-154.1, a multiple source award may be made when awards to two or more Bidders are necessary for adequate delivery or service. All Proposals shall be valid for sixty (60) days subject to action from the Village.

Interested bidders may secure a copy of the Bid at the Village of Ruidoso web site ([www.Ruidoso-nm.gov](http://www.Ruidoso-nm.gov)) or the Purchasing Warehouse at 311 Center St. Ruidoso, NM or by calling Billy Randolph, Purchasing Agent, at 575.257.2721, email [Billyrandolph@ruidoso-nm.gov](mailto:Billyrandolph@ruidoso-nm.gov)

Bids will be received at Village of Ruidoso Purchasing Warehouse - 311 Center St., Ruidoso, NM 88345, (575) 257.2721, until **Thursday April 19, 2018 at 11:00 A.M. Mountain Time.** Submitted bids will be publicly opened at 11:10 A.M. Mountain Time and read aloud at the Central Purchasing Office at 311 Center Street Ruidoso, New Mexico. Any bids received after closing time will be rejected and returned unopened.

The Village of Ruidoso reserves the right to reject any and/or all bids and waive all informalities as deemed in the best interest of the Village.

**Billy Randolph**

**Village of Ruidoso** Purchasing Agent

Newspaper: Ruidoso News Published April 6, 2018

Newspaper: Alamogordo Daily News Published April 6, 2018

Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of bids (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.

**Village of Ruidoso BID PACKAGE IFB#2018-007B**

**The Village of Ruidoso is requesting sealed competitive bids for a Multi-Award Contract for**

**Aggregates.**

In accordance with NMSA 1978, §13-1-150 through 13-1-154.1, a multiple source award may be made when awards to two or more Bidders are necessary for adequate delivery or service. All Proposals/ Bids shall be valid for sixty (60) days subject to action from the Village.

**IMPORTANT:**

**The words “SEALED BID” along with the BID NUMBER AND TITLE MUST appear clearly on the outside sealed envelope or package of all bids. Bidder’s name and address shall also be included.**

**It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.**

**IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.**

Bids may be mailed to: Village of Ruidoso

Purchasing Agent

313 Cree Meadows Dr. Ruidoso, NM 88345

Or hand/courier-delivered to: Village of Ruidoso

Purchasing Department

311 Center St. Ruidoso, NM 88345

**It is the Bidder’s responsibility to see that the bid arrives on time.**

NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There is no U.S. mail delivery to the Purchasing Department’s physical address,) If the bids are sent by mail to the Purchasing Department, the Bidder shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening.

**Billy Randolph**

Purchasing Agent (575) 257-2721

Email:[Billyrandolph@ruidoso-nm.gov](mailto:Billyrandolph@ruidoso-nm.gov)

**VILLAGE OF RUIDOSO**

**TERMS AND CONDITIONS**

**1. DEFINITIONS AND TERMS**

**1.1** Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions

Of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

**A. ADDENDUM:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects,

or changes the Bidding Documents or Contract Documents. Plural: addenda.

**B. ALTERNATE BID:** Amount stated in the Bid as the sum to be added from the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.

**C. BASE BID:** Amount stated in the Bid as the sum for which the Bidder offers to perform the work,

excluding alternate Bids.

**D. BID:** The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be

performed in conformance with the Bidding Documents.

**E.**

**F. BID LOT:** A major item of work for which a separate quotation or bid is requested.

**G. BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.

**H. BIDDING DOCUMENTS:** The Bidding Requirements and the Contract Documents.

**I. BID FORM:** A form which shall include space in which the bid price shall be inserted and which the

Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.

**J. BIDDING REQUIREMENTS:** Notice of Invitation to Bid, Pre-bid Information, Instructions to Bidders,

Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.

**K. DAY:** Day shall mean calendar day unless defined otherwise.

**L. CONTRACTING AGENCY:** means the Village of Ruidoso

**M. INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.

**N. RESPONSIBLE BIDDER:** A Bidder who is properly licensed in accordance with the Construction

Industries Licensing Act and submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.

**O. RESPONSIVE BID:** A bid which conforms in all material respects to the requirements set forth in the

Invitation for Bid.

**P. SUCCESSFUL BIDDER:** The lowest Responsible Bidder to whom the Owner, on the basis of the

Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed

**2. BIDDING REQUIREMENTS**

a.  **Preparation of Bids:** Each bid must be submitted to the Purchasing Department on the prescribed form.

The bidder shall submit one copy signed and sealed. Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or type written. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. An authorized representative of the company must sign all bids.

b. All pages included in this Invitation for Bid that are marked “BID FORM” must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.

c. It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily

restrict competition. Any such protest or question regarding the specifications or bidding procedures must be

received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.

d.  **When the Purchasing Department issues a purchase document (e.g., purchase order number) in**

**response to the Vendor’s bid, a binding contract is created.**

3. **Receipt and Opening of Bids:** Bids must be prepared and submitted in accordance with provisions hereof. The Village of Ruidoso reserves the right to reject all bids if all bids exceed the available funds. Any bid received after the specified time for the opening of bids shall not be considered and will be returned unopened. Procurement law requires sealed bids or bids. Therefore, the Village cannot accept bids, which are transmitted using facsimile equipment. This may not apply to amendments or addenda that do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding. Bids will be opened “publicly” at 311 Center Street, Ruidoso, NM unless otherwise designated in the bid. Following bid opening, bids will be evaluated for such items as accuracy, completeness, and bidder’s qualifications and workload. Bidders shall furnish such information, date, and documents to the Village of Ruidoso as they may require, and the Village of Ruidoso may conduct such inquiry, as it deems appropriate into the bidder’s qualifications, prior to contract award.

4. Following bid opening, bids will be evaluated for such items as accuracy, completeness, and bidder’s

qualifications and workload. Bidders shall furnish such information, date, and documents to the Village of Ruidoso as they may require, and the Village of Ruidoso may conduct such inquiry, as it deems appropriate into the bidder’s qualifications, prior to contract award.

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting the Village of

Ruidoso Purchasing Department at 575/257-2721.

6. **Qualifications of Bidders:**

a. The Owner may make such investigations, as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. The Owner reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy the Owner that the bidder is qualified to carry out the obligations of the contract and to complete the work described herein.

b. Bidders must have required licensing and/or permitting from the United States Government, the State of

New Mexico, and local jurisdictions.

c. **Any Contractor bidding on a public works project** shall be registered with the New Mexico

Department of Workforce Solutions and shall provide proof of current registration. Except as otherwise provided in this subsection, in order to submit a bid valued at more than fifty thousand dollars ($50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars ($50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

d. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

7. **Protest**: Any bidder or contractor who is aggrieved in connection with a procurement action may protest to the

Village of Ruidoso Purchasing Department. The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto.

8. **Kickback Statement:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil

and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

9. **Modifications and Withdrawal of Bids**: A bid containing a mistake discovered before bid opening may be

modified or withdrawn by a bidder. Modifications must be delivered in written form in a sealed envelope prior to bid opening. Withdrawals may be faxed to the Village of Ruidoso Purchasing department prior to bid opening. After bid opening, no modifications or withdrawal of bid will be permitted.

GENERAL CONDITIONS

1. Until the final award by the Village of Ruidoso Council, the Village reserves the right to reject any or all submittals, to waive technicalities, to re-advertise or to otherwise proceed when the best interest of the Village will be realized.

2. If there is any clarification, problem, ambiguity or question regarding this bid, contact the Village of Ruidoso Purchasing Department at 575/257-2721 prior to the bid opening. Clarifications and ambiguities will not be considered after the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the Purchasing Agent or designee. Questions answered by any other person or Village official shall be considered completely non-applicable to the legal provisions of this Bid, except as specifically authorized by the Purchasing Agent.

Prior to, and after submittal of bid, prospective Bidders shall not make contact with any official or staff member regarding this bid, other than contact to obtain a copy of this bid. The only approved contact shall be with the below referenced Purchasing and Village staff. Bidders making contact with any other Village official, evaluation committee member, or Village employees regarding this bid may be disqualified. Questions and/or suggestions concerning this bid may be directed to:

Billy Randolph– Purchasing Agent 575/257-2721

J R Baumann – Public Works Director 575/258-4343

3. All information contained in the bid response must be legible. Any and all corrections and/or erasures must be initialed.

Changes will not be permitted after the deadline for receipt. Bids must be signed in ink by an authorized representative of the company and the required information must be provided. The contents of the bid submitted by the successful Bidder will become public record upon award, and may become a part of any contract approved as a result of this solicitation. A Bidder

may submit an amended bid before the due date and time. Any amended bid must be complete, as it will be substituted for the earlier bid(s). Any amended bid must be clearly identified as such in the transmittal letter.

4. A public log will be kept of the names of all Bidders who submit bids. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any bid shall not be disclosed to competing Bidders during the negotiation process. The contents of the Bid submitted by the successful Bidder will become public record upon award and may become a part of any contract approved as a result of this Invitation for Bid. Bids are subject to provisions of State Law relating to inspection of public records. Bids will be kept confidential until approved by the Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Bidder as proprietary or confidential. The Village will not disclose or make public any pages of a Bid on which the Bidder has stamped or imprinted the words “proprietary” or confidential”. Confidential data is normally restricted to confidential financial infor mation concerning the Bidder’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire Bid or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential portion. If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Purchasing Department shall examine the Bidder’s submittal and make a written determination specifying which portions of the Bid should be disclosed in accordance with applicable New Mexico law. Unless the Bidder takes action to prevent the disclosure, the Bid may be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

5. Any pages marked “BID FORM” included in this Invitation for Bids packet shall be completed and *submitted as part of the Bid.*

6. Addendum: A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Invitation for Bids. Plural: addenda. Addenda will be mailed by certified mail with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Invitation for Bids. Copies of addenda will be made available for inspection wherever Invitation for Bid is on file for that purpose. No Addenda will be issued later than 5 days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation for Bids or one which includes postponement of the date for receipt of Bids. The Bidder shall acknowledge each addendum on the information form contained in this BID packet. Verbal responses and/or representation are not acceptable.

7. Terms: The contract will be for one year with three (3) one year options to renew. Each renewal year will allow for an increase of the bid amount as determined by the previous year’s increase/decrease in the CPI only *if there was same for the West Region of the United States*. This region is comprised of the following thirteen states, Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

8. Indemnification: The successful Bidder expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the BID, or by reason of any act or omission, neglect or misconduct of the , the agents, employees or subcontractors of the or the agents or employees of any subcontractor of the . The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

9. Award: Following determination of the successful bidder, the Purchasing Agent or committee will recommend to the Village Council that said firm be awarded the bid. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award. Notice is hereby given that the Village of Ruidoso council reserves the right to reject any and all bids received. The council also reserves the right to determine the best bid or reject the s ame in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities. The Village council also reserv es the right to accept the bid(s) that is deemed most advantageous to the Owner. Failure to submit requested information/documentation or the submission of incorrect information/documentation may result in disqualification of bid. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. (§13-1-131, NMSA, 1978) The Owner will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

10. Commence Work: The successful Bidder shall commence work only after the transmittal of a fully executed contract and/or after receiving other written notification to proceed from the Village of Ruidoso. The successful Bidder will perform all services indicated in the Bid in compliance with the negotiated contract. The successful Bidder must, in performance of work on this contract, agree to fully comply with all applicable federal, state and local laws, rules and regulations.

11. Modifications and Withdrawal of Bids: A Bid containing a mistake discovered before the Bid opening may be modified or withdrawn by a Bidder. Modifications must be delivered in written form in a sealed envelope prior to the due date of the Bid. Withdrawals may be faxed to the Village of Ruidoso Purchasing department prior to the due date of the Bid. After the due date of the Bid, no modifications or withdrawal of Bid will be permitted.

12. Bids Binding 60 days: Unless otherwise specified all Bids submitted shall be binding for sixty (60) calendar days following the due date of the request for Bid, unless the Bidder(s), upon request of the Purchasing Agent, agrees to an extension.

13. Equivalency: The Village hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the Bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the Village. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for Bids.  *This sheet shall be labeled “Exceptions) to*

*Specifications” and shall be included with bid.*

14. Kickback Statement: The State of New Mexico’s Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30 -24-2, NMSA,

1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA,

1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).

15. Non-Collusion: In signing this bid or Bid, the Vendor certifies that the accompanying bid or Bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

16. Non-discrimination: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physica l or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. By signing and submitting a Bid, vendor agrees to comply with this paragraph. Vendors must be incompliance with Federal Civil Rights Act of 1964 and Title VII of the Am Rev. 1979.

17. Assignment: Responding Bidders are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Bid or any resulting agreement, its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the Village of Ruidoso.

18. Independent Contractors: The consultant and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to the employees of the Contracting Agency.

19. CHANGES TO IN-STATE PREFERENCE LAW per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident businesses and contractors will have to obtain a new preference number with the New Mexico Department of Taxation & Revenue. All current preference numbers will be effective through January 1, 2012. It will be the sole responsibility of the Bidders requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date.

20. The Village of Ruidoso reserves the right to reject any bid from a bidder who previously failed to perform properly, or compl ete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Owner.

21. Cooperative Bid. This Bid is available for use by all Village of Ruidoso departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).

22. Inspection and Acceptance. The Owner will have final inspection and acceptance at destination. Work rejected due to non

conformance with bid specifications will be removed at vendor’s expense and risk in a timely manner after notice of rejection.

23. Mandatory Pre-Bid Conference. A mandatory pre-bid conference will not be held.

24. Labor and Material, and Performance Bond: The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Labor and Material Bond and a Performance Bond in an amount of 100% each; said bonds shall be secured from a surety company satisfactory to the Village, and duly authorized to do business in the State of New Mexico and approved in Federal circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are include in the Contract documents.

25. Insurance:

a. Certificate of insurance: The successful Bidder shall not commence any work under this agreement until all insurance required by this bid has been obtained and certificates evidencing its issuance have been submitted to and approved by the Village. Such policies shall stipulate that no coverage can be changed or canceled, unless the Village has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner

at least thirty (30) days prior to the expiration of the policy. The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

b. Workmen’s Compensation Insurance: The successful Bidder shall carry Workmen’s Compensation and Employer’s

Liability Insurance in the form and in such amount as may be currently required to comply with the Labor Laws of the

State of New Mexico.

c. Automobile Insurance: The successful Bidder shall carry and maintain during the life of the agreement: Comprehensive Automobile Bodily Injury Liability Insurance with:

 $500,000 each person and

 $1,000,000 each accident; together with Property Damage Liability with Limits

 $500,000 each accident and

 $1,000,000 aggregate

Or successful Bidder may carry a policy with a combined single limit of $1,000,000

This policy shall include all liability of the bidder arising from the operation of all self-owned motor vehicles used in the performance of the agreement; and shall also include a “non-ownership” provision covering the operation of motor vehicles not owned by the bidder, but used in the performance of the work.

**d.** Comprehensive General Liability:

 Bodily Injury: and Property Damage $1,000,000

 Products/completed Operations $1,000,000

 Umbrella policy $5,000,000

This policy shall include Subcontractor’s Liability coverage, protecting the Contractor and the Village against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

The following entities shall be named as additional insured on the General Contractor’s and Subcontractors’

Comprehensive General Liability, Umbrella:

Village of Ruidoso, its officers and employees and agents

**e.** Subcontractor’s Insurance: Each Subcontractor engaged by the Contractor to perform any of the work under the agreement shall comply with the foregoing insurance requirements stipulated under paragraphs a, b, c, and d with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Village before commencing any work, as hereinbefore stipulated.

26. Licenses: Bidder shall maintain in current status all Federal, State and Local Licenses and permits required.

27. Funding: Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Invitation for Bid.

28. Bidder’s Qualification Statement: Bidder to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services described in the Invitation for Bids (§13-1-82 NMSA 1978.)

29. Notice of award: After award by the local governing body, a written notice of award shall be issued by the Contracting Agency after review and approval of the Bid and related documents by the Contracting Agency with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

30. Public Information: The names of all businesses submitting bids and the names of all businesses, if any, selected for interview shall be public information. After an award has been made, the bid summary for all bids shall become public information. (§13-1-

120 NMSA 1978).

31. Technical Irregularities: The Village of Ruidoso shall have the right to waive technical irregularities in the form of the Bid of the

Bidder which do not alter the quality or quantity of the services (§13-1-132 NMSA 1978).

32. Responsible: If a Bidder who otherwise would have been awarded a contract is found not to be a responsible, a determination that the Bidder is not a responsible Bidder, setting forth the basis of the finding, shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (§13-1-133 NMSA 1978). Businesses which have not been selected shall be so notified in writing within twenty-one days after an award is made (§13-1-120

NMSA 1978).

33. Protests: Any Bidder who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Village of Ruidoso’s Purchasing Agent and the Village Manager in accordance with the requirements of the Contracting Agency's Procurement Regulations and the New Mexico State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).

In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978).

The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).

The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall: A. State the reasons for the action taken; and

B. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.

A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Bidders involved in the procurement (§13-1-176 NMSA 1978).

34. Bidders shall have no claim against the Village for failure to obtain information made available by the Village which the Bidder could have remedied through the exercise of due diligence.

35. Signing of Bids and authorization to negotiate: The original Bid shall be executed by a duly authorized officer of the Bidder.

The Bidder must also identify those persons authorized to negotiate on its behalf with the Village in connection with this BID.

36. Subcontractors: The Bidder shall not subcontract any portion of the services to be performed under this Invitation for Bid without written approval from the “Village of Ruidoso”.

37. Debarred or Suspended Contractors: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.

38. Notice of Contract Requirements binding on:

a. In submitting this Bid, the represents that the Bidder has familiarized himself with the nature and extent of the Invitation for Bids dealing with federal, state and local requirements which are a part of this Invitation for Bids.

b. Laws and Regulations: The’s attention is directed to all applicable federal and state laws, local ordinances and

regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.

32. Rejection or Cancellation of Bids: This Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the Invitation for Bids. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Bid.

34. Laws and Regulations: This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the Village of Ruidoso. The Village also requires that all responses to this BID, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.

35. Other Applicable Laws: Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

36. Ownership of Documents: All materials, work papers, meeting notes, design documents, or other documents and information, including without limitation, data bases, and all related data base programming, produced by the contractor shall be the property of the Village. All documents submitted in response to this BID shall become property of the Village. Any technical or user documents submitted with the Bids of non-selected s shall be returned after the expiration of the protest period.

37. Termination for cause. The Village may terminate this contract, or any part hereof, for cause in the event of any default by the successful Bidder, or it the Bidder fails to comply with any agreement terms and conditions, or fails to provide the Village, upon request, with adequate assurances of future performance. In the event of termination for cause, the Village shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Bidder shall be liable to the Village for any and all rights and remedies provided by law. If it is determined that the Village improperly terminated this agreement for default, such termination shall be deemed a termination for convenience.

38. Contingency: Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-ride employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, the Village of Ruidoso shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration, or otherwise recover the full amount of such commiss ion, percentage, brokerage or contingent fee.

39. Equal Opportunity Employer: The Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.

**GENERAL INFORMATION FOR BIDDERS**

1. Tax Exemption Certificate. The Village of Ruidoso holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate will be provided upon request. Services (including construction or construction materials) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with it. Do not include tax in your bid price. Tax must be shown as a separate item on bid and all invoices.

2. Delivery: Bid must show number of days required to place material in receiving agency’s designated location under normal conditions, if a delivery date is not stated. A difference in delivery time promise may break a tie bid. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Default in promised delivery (without accepted

reasons) or failure to meet specifications, authorizes the Purchasing Agent of the Village to purchase supplies elsewhere and

charge full increase in cost and handling to defaulting contractor.

3. As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division.

All current preference numbers will be effective through December 31, 2011. Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident businesses and contractors will have to obtain a new preference number with the NM Department of Taxation & Revenue. For additional information please call 505-827-0951 or to download applications, log on at www.tax.newmexico.gov/Forms-and-Publications/Pages/Recently-Updated.aspx

4. Bidders are informed that initial orders must be furnished at prices submitted. The Village reserves the right to make award(s)

within (60) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

5. Packing, Shipping and Invoicing: Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to the Village at the F.O.B. point shown, su bject to the right of the Village to reject upon inspection. All bids must be F.O.B. destination.

6. The purchase order number, vendors name and address shall be shown on each packing and delivery ticket, package, bill of

lading and any other correspondence in connection with any shipment. The user’s count will be accepted by the Seller as final

of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

7. Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted.

Materials, supplies or services shall be furnished as specified, free from all defects in workmanship, materials and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) ar e found to be defective or not as specified, the Village may reject them and require the Seller to correct without charge, or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by the Village, the Village may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may becom e liable to the Village under other provisions in these terms and conditions, shall reimburse the Village for all related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test program and procedures required by the specifications are in addition to, and do not limit, The Village’s rights as provided in this section.

8. Warranties: Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and

remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Villa ge by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

9. Termination: The Village of Ruidoso may, by written notice stating the extent and effective date terminate this order for

convenience in whole or in part, at any time. The Village will pay Seller as full compensation for performance until such termination (1) the unit or prorate order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by the Village with respect to the undelivered or unaccepted portion of the order, provided compensation shall in no event exceed the total order price

10. The Village may by written notice terminate this order for Seller's default in whole or in part, at any time, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure

such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the

service(s) within the time specified or any written extension thereof. In such event, the Village may purchase or otherwise secure item(s) or service(s) elsewhere and except as may be otherwise provided; Seller shall be liable to the Village for any

excess costs occasioned thereby.

11. If after notice of termination for default, the Village determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of the Village, unless the Village shall determine that the item(s) or service(s) were obtainable from other sour ces

in sufficient time to meet required delivery schedule.

12. If the Village of Ruidoso determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, the Village may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of the Village, not caused or contributed to by Seller, to perform services or deliver property in

accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes section.

Sole remedy of Seller in event of delay by failure of the Village to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. ‘Seller’ is defined as the Seller and his sub-suppliers at any tier.

**VILLAGE OF RUIDOSO BID OPENING PROCEDURES**

1. The Village of Ruidoso reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidder, to accept any item on the bid.

2. In case of an error in the extension of prices in the bid, the unit price will govern.

3. Time in connection with discount offered will be computed from the date of delivery or from the date a correct bill is rendered on proper voucher form, certified by contractor, is received, whichever date is latest.

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

5. All bids must be clearly marked on the outside of the envelope with the bid number and opening date. Should a bid be opened prior to the official opening date due to lack of proper marking, it will be rejected.

6. All interested parties are invited to attend the bid openings of the Village of Ruidoso.

legal notice published in the newspaper.

8. Bids will be opened and read aloud in front of whoever is present at the scheduled time and place.

9. Each bid will be evaluated by the Purchasing Agent and the appropriate department or committee. Acceptable exceptions to specifications will be determined by the Purchasing Agent with the aid of the appropriate department head.

10. The Purchasing Agent and the department or committee will rule on any point in need of clarification.

11. Bidders are advised to bear in mind that the low bid obtained at the opening of the bid may not be the bid ultimately selected for the award.

12. Bidders request for resident preference will be honored only when the provisions of § 13-1-21 and §13-1-22 of the

New Mexico State Statutes have been met.

13. Bidders are instructed not to submit alternate bids unless instructed to do so as alternate bids under these circumstances will not be considered.

14. Notice is hereby given that the Village of Ruidoso Council reserves the right to reject any and all bids received. The Council also reserves the right to determine the best bid or reject the same in the event of ambiguity or lack a clearness and right to waive irregularities and technicalities.

15. One complete copy of the bid, to include Invitation to Bid, Specifications and any other requested literature must be submitted with the Bid.

16. All bids must be valid for a minimum of 60 days after bid opening unless otherwise stated on the Bid or Proposal

Sheet by the individual bidder to the Village of Ruidoso.

17. All bidders who are engaged in business within the municipal limits of the Village shall be licensed to do business by the Village of Ruidoso.

**VILLAGE OF RUIDOSO SPECIAL CONDITIONS**

1. The Village, at its option, may increase the amounts of any aggregate at the awarded bid price.

2. The aggregate will be bid with an alternate. Bid Award determination will be made according to cost effectiveness for the Village.

3. The aggregate **MUST** be bid by the ton. After award, the Village may accept materials by measurement of tons, cubic yards, or by other means to be agreed upon by both parties.

4. **Bidders MUST submit certified test analysis of all materials bid by their firm at the time of award. No bid will be awarded prior to test result confirmation.**

5. If a successful bidder has limited quantities of a material and no more is available, after all is depleted, the next lowest bid will be considered.

6. By submitting a bid, the bidder agrees to be bound by the following:

a. To deliver the requested quantities within seven (7) days of written request by the Village. If delivery is not made within this time, or such extension as is granted by the Village Purchasing Agent, the Village may at its option purchase the materials elsewhere and the successful bidder shall pay the difference in price, if any, between the bid price and the amount paid by the Village. In emergencies the Village may require delivery within forty-eight (48) hours; if the Supplier does not deliver the requested materials within that time, the Village may purchase the materials elsewhere and the Supplier will not be liable for any price differential.

b. The Village may, at its option, have any materials tested that have been delivered.

Supplier shall supply material to specifications as required in the attached Technical specifications. If requested the Supplier shall supply proof of compliance. If it is determined that delivered materials do not meet the NMSHTD standard specifications, or Technical Specifications, the Village may, at its option do one of the following:

i. Require Supplier to supply, at Supplier’s expense, additional materials which, when mixed with the defect material, will allow it to meet the required specifications. If the Supplier fails to do so within seventy-two (72) hours, the Village may obtain such additional material at the Supplier’s expense.

ii. Retain the defective materials, in which case the Village will not be obligated to pay over seventy-five percent (75%) of the bid price.

iii. Require the Supplier to remove and replace the defective materials at Supplier’s expense. If Supplier fails to deliver replacement materials within five (5) days of written notification, the Village may obtain replacement materials from another source and pay Supplier nothing for the defective materials. Supplier will pay the difference, if any, between the bid price and the price actually paid.

7. Bid will be awarded on a per item basis with one or more items being awarded to one or more

Suppliers.

8. Terms: The contract will be for one year with three (3) one year options to renew. Each renewal year will allow for an increase of the bid amount as determined by the previous year’s increase/decrease in the CPI only ***if there was same for the West Region of the United States*.** This region is comprised of the following thirteen states, Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

**TECHNICAL SPECIFICATIONS SECTION 304-BASE COURSE**

**304.1 DESCRIPTION**.

**304.11 This** work shall consist of furnishing, hauling, and placing base course aggregate of the classes as designated in the contract.

**304.12 Stockpiling**. This work shall consist of furnishing aggregate, hauling and stockpiling the material to the locations designated in the contract.

**304.13 Removing, Processing and Placing Base Course**. This work shall consist of removing existing base course, stockpiling the removed material, processing the removed material, hauling, and placing the processed base course in accordance with the plans. The Contractor shall ensure that the material is not contaminated.

**304.2 MATERIALS**.

**304.21 Base course aggregate** shall be composed of crushed stone, crushed or screened gravel, caliche, sand, Reclaimed Asphalt Pavement (RAP), or a combination of such materials. Base course aggregate shall be free from organic matter and all other deleterious materials, including silt and clay balls. The aggregate materials shall be combined in such

proportions that the resulting composite blend meets the requirements of one of the classes in Table 304-A, unless otherwise shown in the contract.

**Table 304.A**

**BASE COURSE GRADATION Sieve Sizes Per Cent Passing**

I II OGBC

25 mm (1 in.) 100 100 100

19 mm (3/4 in.) 80-100 85-100 90-100

9.5 mm (3/8 in.) –– –– 20-55

4.75 mm (No.4) 30-60 40-70 0-10

2.0 mm (No. 10) 20-45 30-55 ––

75 μm (No. 200) 3-10 4-12 0-2

2FF\* 50% or More 50% or More 100%

\*Fractured faces tests shall be performed on the material retained on the 4.75-mm (No.4) sieve. The retained material

shall have at least two fractured faces as evaluated by NMSHTD Method FF-1, "Fractured Face Determination for Coarse

Aggregate.”

Type I and Type II aggregate shall have an Aggregate Index of 35 or less when calculated in accordance with Section 910. The liquid limit shall be 25 or less and the plastic index shall be six or less.

OGBC shall have an Aggregate Index of 35 or less when calculated in accordance with Section 910.

When RAP is used, the requirements for the Aggregate Index shall apply to the extracted aggregate. When RAP is used in combination with untreated aggregate, the Aggregate Index shall be determined separately for each and each shall comply with the specification requirements.

**304.22 Quality Acceptance of Aggregate.** Samples will be tested to determine the quality of the aggregate in terms of its

Aggregate Index, in accordance with Section 910.

**304.3 CONSTRUCTION REQUIREMENTS.**

**304.31 Preparation of Foundation.** The subgrade or base course upon which the base course is to be placed shall be cleaned of all loose and deleterious materials and shall be free from frozen material.

The top 150 mm (6 in.) shall meet the density requirements of Section 207, Subgrade Preparation; or subsection 304.32, Mixing and Placing, immediately before placing the base course.

The subgrade shall be proofrolled with a 27-metric-ton (30-ton)-roller and soft areas corrected at no additional cost to the

Department.

**304.32 Mixing and Placing**. The Contractor shall provide a homogeneous mixture of unsegregated and uniformly dispersed materials as placed in position for compacting.

The Contractor shall spread and compact base course in layers which will permit the required density to be obtained. Layers are not to exceed 150 mm (6 in.) unless otherwise shown in the contract. Density requirements shall be determined in accordance with AASHTO T 180, Method D.

Base course shall be compacted to not less than 96% of maximum density. Field density tests will be taken at locations designated by the Project Manager, and densities will be determined in accordance with AASHTO T 205, or through the use of nuclear methods in accordance with AASHTO T 238 and T 239, or other approved methods. When RAP is used, nuclear moisture contents must be corrected for residual hydrocarbons prior to computing in-place dry densities by the nuclear method.

**304.33 Surface Tolerance.** The final surface of base course shall not deviate in excess of 12 mm (1/2 in.) from the

testing edge with a 3-m (10-ft) straightedge resting on any two points. All deviations from this tolerance shall be corrected at no additional cost to the Department.

**304.34 Plan Base Course Depths**. When base course is to be paid by the square meter (square yard), depths will be monitored and recorded throughout the placement operations with methods and at intervals In compliance with the Department's current Minimum Testing and Acceptance Requirements.

If there is a deficiency in placed thickness, the Project Manager will have the alternative of (a) accepting the in-place mixed material and reducing payment for it, by the deficient quantity at contract unit prices, or (b) accepting the in-place mixed material with subsequent replacement of the deficient thickness planned depth with approved new material at no additional cost to the Department.

**304.35 Stockpiled Base Course**. The Contractor shall stockpile base course material at the locations shown on the plans and shall prevent segregation and unnecessary material loss at each stockpile location. The Contractor shall construct a pad of the stockpile material at the stockpile location(s) and shall use equipment capable of properly stacking each stockpile in a neat and regular shape.

Stockpiling shall be performed in accordance with subsection 420.224, Stockpiling. The pad shall be 150 mm (6 in.) deep unless otherwise shown in the contract. Contaminated or unsatisfactorily stockpiled material shall be replaced at no additional cost to the Department.

**304.36 Removing and Processing Base Course.** The Contractor shall use extreme care in removing base course material from the roadway and shall not contaminate the base course material.

Recycled base course material shall be processed to meet the gradation, liquid limit and plasticity index requirements of new base course, and shall then be placed back on the roadway in accordance with the contract requirements.

**304.37 Contractor Process Quality Control**. The Contractor shall perform quality control sampling and testing on base course aggregate in accordance with the following:

A. The Contractor shall sample the stockpiled base course aggregate at a point approved by the Project Manager and shall conduct gradation testing, fractured faces (FF), liquid limit (LL), and plasticity index (PI) testing in accordance with applicable AASHTO test procedures.

B. The sampling and testing shall be accomplished by qualified testing personnel meeting the requirements of Section

420, Plant-Mix Bituminous Pavement, using equipment furnished by the Contractor.

C. The Contractor shall establish his or her own laboratory in which to do the testing.

D. The Contractor shall comply with the appropriate requirements of subsection 420.4, Contractor Process Quality

Control Testing.

E. Gradation and fractured faces testing shall be accomplished at the rate of one test per 450 metric tons (500 tons) of material produced, and LL and PI testing shall be conducted at the rate of one test per 900 metric tons (1000 -tons) of material produced.

**304.4 ACCEPTANCE.**

**304.41 Acceptance** of base course will be based on samples taken after the material has been placed on the roadbed and before compacting. The Contractor shall control the operations such that the following tolerances are met:

**Table 304.B**

**ACCEPTANCE TESTING TOLERANCES** Characteristic Lower Spec. Limit Upper Spec. Limit Sieve (Refer to Table Refer to Table 304-A for Refer to Table 304-A for

304-A for sieve size and LSL per sieve per class. USL per sieve per class. Class.

Density: AASHTO T-180 96% None

D) Surface Tolerance T.V. -10 mm (6 in.) T.V. +10 mm (6 In.)

Note: T.V. = Target Value

Acceptance of stockpiled base course for gradation requirements will be based on samples taken as the material is stockpiled.

This testing will be considered acceptance testing and such testing will be conducted by the Department or a designated representative, in accordance with the Department's current Minimum Acceptance and Testing Requirements. Acceptance test results will be furnished to the Contractor's quality control representative or designee by the end of the following workday after the samples are taken.

If material placed by the Contractor does not meet the specifications, it will be subject to removal or corrective action by the Contractor, at no expense to the Department.

**304.5 METHOD OF MEASUREMENT.**

**304.51 Base course** will be measured by the square meter, metric ton, or cubic meter (square yard, ton, or cubic yard). Stockpiled base course material will be measured by the metric ton or cubic meter (ton or .cubic yard).

Remove, process, and place base course material will be measured by the metric ton or square meter (ton or square yard). Base course testing by the Contractor will be measured by the lump sum.

Placement of State-furnished base course will be measured by the metric ton or cubic meter (ton or cubic yard).

**304.52 When** base course is to be measured by the square meter (square yard), the average width of the base course will be used in computing quantities. The length used in computing the area shall be station to station along the centerline of roadway. All dimensions shall be as shown on the typical section of the plans.

When the contract calls for base course material to be stockpiled or placed on the roadway and to be measured by the ton, the weight of moisture in excess of optimum moisture content plus two percentage points will be deducted from the quantities weighed.

**304.53 Stockpiling**. When base course material is to be measured by the cubic meter (cubic yard), stockpiled material quantities will be computed from measurements taken by Department personnel at the stockpile site(s).

When base course material is to be measured by the metric ton (ton), the material from the stockpile pad will be incidental to the work, and no measurement will be made therefor.

When base course material is to be measured by the cubic yard, the material for the stockpile pad will be included in the measurement.

**304.54 Remove, Process, and Place Base Course**. When stockpiling of the stripped material is required in conjunction with removing, processing, and placing base course, the stockpiling operations shall be considered incidental to the work, and no separate measurement will be made therefor.

**304.6 BASIS OF PAYMENT.**

**304.61 Base** course will be paid for at the contract unit price per square meter, metric ton, or cubic meter (square yard, ton, or cubic yard).

Stockpiled base course material will be paid for at the contract unit price per metric ton or cubic meter (ton or cubic yard). Remove, process, and place base course material will be paid for at the contract unit price per metric ton or square meter

(ton or square yard).

Base course testing by the Contractor will be paid for at the lump sum contract price. Placement of State-furnished base course material will be paid for at the contract unit price per metric ton or cubic meter (ton or cubic yard).

Payment will be made under: Pay Item Pay Unit Base Course Metric Ton m³ (Ton, yd³)

Base Course

mm (in.) Depth m² (yd²)

Placement of State-Furnished Base Course

mm (in.) Depth m² (yd²) Placement of State-Furnished Base Course Metric Ton, m³ (Ton, yd³)

Remove, Process, and Place Base Course Metric Ton, m² (yd²)

Stockpiled Base Course Metric Ton, m³ (Ton, yd³) Base Course Testing by the Contractor Lump Sum

**304.62 When** stockpiling or placement of State-furnished base course is called for In the contract, all necessary hauling will be included in the unit prices.

**304.63 Base Course Testing by the Contractor**. Partial payments will be made according to the percentage of sampling and testing completed as determined by the Project Manager. Before sampling and testing begins on the project the

Project Manager will determine and notify the Contractor of the percentages of sampling and testing to be paid for as certain phases of the sampling and testing are completed.

If the final quantity of base course varies from the plan quantity by more than 10%, the lump sum bid amount for base course testing by the contractor will be adjusted upwards or downwards based on the ratio of final quantity to plan quantity.

**SECTION 311-TREATED OPEN-GRADED BASE COURSE**

**311.1 DESCRIPTION.**

**311.11 This** work shall consist of furnishing aggregate and bituminous material or aggregate and Portland cement; and spreading and compacting the treated open graded base course (TOGBC) on a. prepared roadbed, as detailed in the contract. Unless otherwise specified in the contract, the Contractor has the option of choosing asphalt cement, high float emulsion, or Portland cement as the binder in the TOGBC.

**311.2 MATERIALS.**

**311.21 Aggregate**. The aggregate shall be crushed stone or crushed gravel, composed of hard durable pebbles or fragments so as to provide a material that will meet the gradations and fractured faces requirements specified in Table

311-A, when tested In accordance with AASHTO T11 and T30.

**Table 311-A**

**AGGREGATE GRADATIONS, FRACTURED FACES**

**Sieve Size** Percent Passing

25 mm (1 in.) 100

19mm (3/4 in.) 90-100

9mm (3/8 in.) 20-55

4.75mm (No.4) 0-10

2.0 mm (No. 10) ---

75 μm (No. 200) 0-2

2FF\* 95%

\* Fractured faces tests shall be performed on the material retained on the 4.75-mm (No.4) sieve. The retained material shall have at least two fractured faces as evaluated by NMSHTD Method FF-1, "Fractured Face Determination for Coarse

Aggregate."

Acceptance of the aggregate for gradation purposes will be at the cold-feed site for bituminous-treated base and at the stockpile for cement-treated base.

The aggregate shall be free from vegetable matter, lumps or balls of clay, or other material that will prevent thorough coating with asphaltic materials.

The aggregate shall have an aggregate Index (A.I.) of 35 or less, as defined in Section 910. Aggregates with an A.I. greater than 35 shall not be used.

The aggregate for TOGBC shall be from a single source. Blending from multiple sources will not be permitted.

**311.22 Bituminous Material**. The bituminous materials shall be any grade of asphalt cement listed in Section 402 or

HFE-150, and it shall comply with the requirements of Section 402, Bituminous Materials, Hydrated Lime and Liquid

Anti-Stripping Agents, for that grade. The Contractor may change the grade of high float emulsion- by one grade upon the approval of the Project Manager.

The percentage of bituminous material, by weight, shall be 2% and shall be maintained within plus or minus 0.5% as determined by the tank strap method, or other method approved by the Project Manager.

**311.23 Portland Cement Materia**l. Portland cement shall be Type I or II low alkali conforming to Section 510, Portland Cement Concrete. Pozzolans such as fly ash may not be added as any portion of the Cementitious Material or as an inert filler for CTOGBC.

Water shall conform to Section 510, Portland Cement Concrete.

Portland cement content shall not be less than 210 kg per m³ (350 lb per yd³) of TOGBC.

**311.3 CONSTRUCTION REQUIREMENTS.**

**311.31 General.** Before placing TOGBC, all foreign matter shall be cleaned from the surface of the existing material.

At the request of the Project Manger the subgrade shall be proofrolled with a 27 metric-ton (30-ton) roller and soft areas corrected at no additional cost to the Department.

The Contractor shall advise the Project Manager in writing which binder (asphalt cement, high float emulsion or Portland cement) will be used for the TOGBC. Mixing different types of TOGBC on the same project shall not be allowed unless placed in logical segments or portions of the project with the prior written approval of the Project Manager.

Care shall be exercised to prevent contamination or damage of the TOGBC. TOGBC that has been contaminated or damaged shall be removed and replaced at the Contractor's expense as directed by the Project Manager.

**311.32 Bituminous-Treated Open-Graded Base Course.** Bituminous TOGBC shall only be placed when the surface is dry and when the weather is favorable to obtain the desired results. Bituminous TOGBC shall not be placed when the weather is foggy, rainy or stormy.

Bituminous TOGBC that is composed of penetration, viscosity or performance-graded asphalt cement shall be constructed only when:

A. The ambient temperature is 5°C (40ºF) or above; and

B. The chill factor is 2°C (35ºF) or above. The chill factor shall be as defined in subsection 403.33, Weather limitations.

The bituminous TOGBC that is composed of high float emulsion as a binder shall be constructed only when the surface temperature on which it is to be placed is 2°C (35ºF), or above.

Artificial means of raising the surface temperature on which the base course will be placed will not be allowed.

**311.33 Hot Mix.** Hot-mix plants shall be of an approved type conforming with the requirements of Section 420, Plant- Mix Bituminous Pavement, and shall be of a size and capacity to match the magnitude of the work to be performed. Operation of hot mix plants shall be such as to ensure coordination of the drying, screening, proportioning and mixing operations, to produce a satisfactory plant-mixed material, and plants shall not be operated at capacities that will not permit such control. Calibration and plant control shall be the responsibility of the Contractor.

**311.34 Mixing Requirements.** The mineral aggregate shall be free of oily or carbonaceous coatings before entering the mixer, and the moisture content of the mixed material shall not exceed 1 % by weight of the dry aggregate.

The mineral aggregate and asphalt cement shall be mixed until all aggregate particles are thoroughly and uniformly coated with asphalt cement.

**311.35 Placement Requirements**. The bituminous TOGBC shall be placed by means of an approved type of paving machine. The paving machine shall be equipped with an automatic leveling device controlled by an external guide. The initial pass for each course shall be made using a power paver equipped with a 12-m (40-ft) minimum external reference, except that this requirement will not apply when the bituminous TOGBC is placed adjacent to Portland cement concrete pavement. Subsequent passes shall use a matching device of one 300 mm (1ft) minimum length riding on the adjacent lay.

The roadway placement temperature of the mixture that contains penetration, viscosity or performance-graded asphalt cement shall not exceed 125°C (260ºF) or less than 80°C (180ºF).

Immediately following placement of the bituminous TOGBC, the surface shall be given one complete rolling with a steel- wheeled, self-propelled roller of such weight as to accomplish good consolidation without excessive breakage of the aggregate.

After the initial rolling with a steel-wheeled roller, rolling shall continue at the locations and for the duration necessary to obtain the desired results.

**311.36 Portland Cement-Treated Open-Graded Base Course**. Portland cement TOGBC shall be placed and spread only when all of the following conditions exist.

A. The ambient temperature is above 5°C (40ºF).

B. The surface on which the CTOGBC is being placed is not frozen.

C. When the potential surface evaporation is less than 1.25 kg of water per m² (0.25 lb of water per ft²) per hour, as determined from Figure 512-A.

Portland cement TOGBC shall be spread, compacted and shaped in accordance with the requirements of Section 451, Portland Cement Concrete Pavement.

Compaction shall be performed with a two-axle steel-wheeled roller weighing from 5.5 to 9.0 metric tons (6 to 10 tons). Compaction shall begin within one-half hour after the spreading operation, and the roller shall make as many passes as required to fully consolidate the TOGBC, without excessive crushing of the aggregate.

The completed Portland cement TOGBC shall be cured by thoroughly sprinkling the entire surface with a spray of water every one-half hour for a period of six hours. Curing shall start within six hours after the TOGBC has been placed.

Paving material can be placed over the Portland cement TOGBC a minimum of 15 hours after the base has been compacted.

**311.37 Surface Tolerances**. The final surface of the TOGBC shall be uniform, free of irregularities, smooth and true to the dimensions shown in the contract. The TOGBC shall not vary more than 0 mm (0 in.) above to 12 mm (1/2 in.) below the finished grade and cross section elevation shown in the contract.

**311.4 METHOD OF MEASUREMENT.**

**311.41 Treated** open-graded base course will be measured by the square meter (square yard).

**311.5 BASIS OF PAYMENT**.

**311.51 Treated** open-graded base course will be paid for at the contract unit price per square meter (square yard). Payment will be made under:

Pay Item Pay Unit Treated Open-graded Base Course Square Meter (Square Yard)

**SECTION 420-PLANT-MIX BITUMINOUS PAVEMENT (DENSE-GRADED A, B, C, D)**

**420.1 DESCRIPTION.**

**420.11 This** work shall consist of constructing one or more courses of plant-mix bituminous pavement (PMBP) on a prepared base.

PMBP shall be composed of a mixture of bituminous material, aggregate, blending sand, mineral filler, hydrated lime, and liquid anti-strip if required. Reclaimed Asphalt Pavement (RAP) will be permitted in all PMBP mixtures, unless otherwise designated in the contract, provided that the resulting mixture conforms to all specification requirements. The aggregate fractions shall be sized and uniformly graded and combined in such proportions as directed by the Department.

**420.2 MATERIALS.**

**420.21 All** materials shall be tested in accordance with applicable AASHTO methods, as modified by the Department when applicable, or other test procedures designated by the Department. All questions pertaining to interpretation of test procedures shall be decided by the State Materials Bureau. Material that is improperly graded or segregated, or fails to meet the requirements herein provided, shall be corrected or removed and disposed of immediately as directed by the Project Manager, at the Contractor's expense.

**420.22 Aggregate**. The aggregate shall meet the requirements of Table 420-A. The PMBP type shall be as indicated in

the contract. The combining of materials from two or more sources to produce aggregate will be permitted only when each source meets all applicable quality requirements.

**420.221 Gradation and Quality Requirements.**

**Table 420-A**

**PLANT MIX BITUMINOUS PAVEMENT AGGREGATE CLASSIFICATION Sieve Size Percent Passing**

**A B C D**

31.5 mm (1-1/4 in.) 100

25.0 mm (1 in.) 100 86-98

19.0 mm (3/4 in.) 80-98 100 70-90

12.0 mm (1/2 in.) 65-85 80-98 100 60-80

9.5 mm (3/8 in.) 55-75 70-90 70-98 50-70

4.75 mm (No.4) 40-55 50-65 45-70 34-54

2.0 mm (No. 10) 30-40 32-45 30-50 22-42

425 μm (No. 40) 10-20 10-22 15-25 8-22

75 μm (No. 200) 3-7 3-8 4-8 3-7

Note: See minus No. 200 (75 μm) requirement in subsection 420.41, Contractor Quality Control for Materials.

**A. Aggregate Quality**. PMBP coarse aggregate shall have an Aggregate Index of 25 or less when calculated in accordance with Section 910. All material passing the 425 μm (No. 40) sieve shall be non-plastic. The amount of crushing shall be regulated so that at least 75%, by dry weight, of the plus 4.75 mm (No.4) sieve material shall have at least two fractured faces when evaluated by NMSHTD Method FF-1 "Fractured Face Determination for Coarse Aggregate." The combined aggregate shall have a minimum Sand Equivalent of 45.

**B. Fractured Faces**. A face will be considered fractured when at least one-half of the projected particle area exhibits a rough, angular, or broken texture with well-defined edges.

**420.222 Quality Acceptance of Aggregate.** Samples will be tested in accordance with Section 910, Aggregate Index.

**420.223 Production**. When producing aggregates for PMBP natural fines shall be removed by screening and stockpiled separately. The Contractor shall use as a minimum, the 4.75 mm (No. 4) screen for this operation. The Contractor may use a larger screen if needed to properly control the crushing and screening operation. The aggregate retained on the scalping

screen shall then be crushed, separated and stockpiled as specified herein. Crushing operations shall be regulated in a manner that produces material within the specified gradation band.

When producing aggregates for PMBP the crushed material shall be separated into at least two stockpiles of fine and coarse aggregates.

**420.224 Stockpiling.** Stockpiles shall be constructed upon prepared sites and when completed shall be neat and regular in shape and so constructed to prevent segregation of the aggregate.

Sufficient storage space shall be provided for each size of aggregate. Stockpiles of different types or sizes of aggregate shall be spaced far enough apart, or separated by suitable walls or partitions, to prevent the mixing of the aggregates. The different aggregate sizes shall be kept separated until they have been delivered to the cold feed system feeding the drier. Aggregate shall not be deposited where traffic, vehicles, or Contractor's equipment will either run over or through the piles, or in any way cause foreign matter to become mixed with the aggregates. The storage yard shall be maintained neat and orderly and the separate stockpiles shall be readily accessible for sampling.

**420.225 Combining**. When the crushed materials from the stockpiles are combined, Including RAP if used in the mixture, the product of such combination shall meet the gradation requirements. In order to meet the specified mix design criteria, blending sand may be added up to a maximum of 20%. The actual percentage will be determined based on tests performed by the mix designer. The Contractor shall furnish blending sand from whatever source necessary to meet mix design gradation requirements. The Department reserves the right to disapprove any source of blending sand. The blending sand shall be approved based on the mix design approved by the Department. Controlled feeders from each stockpile shall be used to blend the materials.

**420.226 Acceptance of Aggregat**e. The Liquid Limit, Plasticity Index, Sand Equivalent and Fractured Face count of PMBP aggregate will be determined from representative samples taken after the aggregate materials have been blended and prior to mixing with bituminous material. The test results from these samples will be the basis for acceptance of such aggregate. The Project Manager may sample and test the aggregate at any time during production or stockpiling.

**420.23 Bituminous Material**. The type and grade of bituminous material will be specified in the contract. The bituminous materials shall meet the requirements of Section 402, Bituminous Material, Hydrated Lime and Liquid Anti- Stripping Agents.

The asphalt source to be used will not be changed without written approval of the Department. .

**420.24 Hydrated Lime**. Hydrated lime shall conform with the requirements of Section 402, Bituminous Material, Hydrated Lime and Liquid Anti-Stripping Agents.

**420.25 Blending Sand.** Blending sand shall consist of the natural fines from the scalping process, concrete sand, sandy material or a combination of any or all of these that is graded in such a manner that it satisfies the mix design requirements, The need for and actual percentage of blending sand will be determined based on design mix criteria tests developed from samples taken from the Contractor's stockpiles during construction and submitted to the mix designer. A maximum of 20% blending sand will be allowed.

**420.26 Mineral Filler**. Mineral filler shall conform to the requirements of AASHTO M 17, and shall be approved by the

State Materials Bureau. Fly ash will not be acceptable as a mineral filler for PMBP.

**420.27 Reclaimed Asphalt Pavement**. Reclaimed Asphalt Pavement (RAP) shall consist of salvaged, milled, pulverized, broken, or crushed bituminous pavement. RAP shall be processed such that 100% will pass a 37.5-mm (1-1/2-inch) sieve before introduction into the mixing plant. RAP shall not be contaminated by dirt, debris, or other objectionable materials. The extracted RAP aggregate shall meet all quality requirements of Section 420.22. The contractor shall have the option

of utilizing RAP removed under the contract or RAP from an existing stockpile.

**420.271 Percent of Reclaimed Asphalt Pavement Permitted**. The amount of RAP permitted in a PMBP mixture will be based on uniformity of the RAP, results of tests on the RAP, and the ability to obtain an acceptable mix. RAP shall conform to the requirements of Table 420-B, RAP Uniformity Requirements, for the level of use proposed.

The contractor shall provide quality control testing of the RAP. Depending on the source of the RAP, representative samples shall be obtained either from existing RAP stockpiles or the roadway. All quality control testing shall be completed prior to submission of mix design samples. Quality control testing, based on estimated RAP usage, shall consist of the following as a minimum:

A. One complete analysis consisting of extracted gradation and asphalt content per 450 metric tons (500 tons) of RAP with a minimum of three per project. Asphalt content shall be determined by AASHTO T 164, Method B or Method E.

B. One Penetration Test on the recovered asphalt cement per 1350 metric tons (1500 tons) of RAP with a minimum of three per project.

C. One Soundness Loss and one LA Wear test on the extracted aggregate per 4500 metric tons (5000 tons) of RAP

with a minimum of one per project.

The testing frequency for sources supplying multiple projects shall be controlled on the basis of tonnage only.

**Table 420-B**

**RAP UNIFORMITY REQUIREMENTS**

Range of Test Results

9.5mm 4.75 mm

Percent (3/8") (No.4) to 75 μm AC AC RAP and Larger 425 μm (No.200) Content PEN

(No. 40) Maximum (By

Design) 0-10.0% 0-7.0% 0-5.0% 0-0.5% 0-15

Up to 20%

0-20.0% 0-15.0% 0-8.0% 0-1.0% 0-30

Up to 10% No Uniformity Requirements

**420.28 Laboratory Mix Design.** The Contractor shall provide a laboratory mix design developed by an approved testing laboratory. A list of approved testing laboratories is available from the State Materials Bureau. Under special circumstances where the Contractor is unable to obtain a mix design from an approved private testing laboratory, the State Materials Bureau laboratory will consider a request to perform the mix design. All costs associated with the development of the mix design by an approved laboratory other than the State Materials Bureau laboratory shall be borne by the Contractor. The mix design may be developed at any time after the aggregate production has been stabilized to the satisfaction of the Project Manager, and after at least 13,500 metric tons (15,000 tons) or half the estimated quantity, whichever is less, have been produced. At least five aggregate gradations must be submitted from each stockpile. If this data shows considerable variation in the material the requester may be directed to produce additional material prior to a mix design being run. If RAP is to be included in the mix design, all quality control test results specified in subsection

420.27 must be submitted. Asphalt content of the RAP shall be determined by AASHTO T 164, Method B or Method E.

The Contractor shall provide a copy of the request to develop a mix design, along with all supporting documents, to the Project Manager and the District Laboratory Supervisor. This submittal shall include the Contractor's suggested aggregate combination and the percentage of RAP, if used. This suggested combination will be considered in developing the mix design. Along with this submittal the Contractor shall submit copies of all stockpile test results.

If the State Materials Bureau laboratory develops a mix design, it may take in excess of 15 working days for the design to be issued. If the mix design is developed by an approved testing laboratory other than the State Materials Bureau laboratory, the design results shall be summarized in a format approved by the Department and submitted by the Contractor to the Project Manager for review and acceptance. The submittal shall include the results of all testing determinations for the individual mix components as well as for the mixture itself. It will take a maximum of 10 working days for the Department to review the mix design submittal.

The issuance of a mix design developed by the State Materials Bureau laboratory or the acceptance by the Department of a mix design developed by another approved testing laboratory shall not relieve the Contractor of full responsibility for producing an acceptable mixture through the plant. The laboratory mix design shall be considered as a starting point only and may be adjusted as described in subsection 420.29.

All mix designs shall be developed and tested In accordance with procedures established by the Department. The resultant job mix formula gradation shall be within the master range for the specified type of PMBP. A minimum of 1.5% hydrated lime will be required in all mix designs unless otherwise approved by the State Materials Bureau. When lime is to be added, it is included in the gradation for establishing the laboratory mix design. The laboratory mix design for each mixture shall establish a single percentage of aggregate passing each required sieve size and a single percentage of bituminous material to be added to the aggregate. The laboratory mix design shall be developed using Marshall Apparatus in accordance with AASHTO T 245 as modified by the Department. Specimens shall be compacted by applying 75 blows to each face, The design must provide 3.5% to 4.5% air voids In the resultant design mix for Class B and Class C mixes and 4.0% to 5.0% air voids for Class A and Class D mixes. The minimum acceptable design Marshall Stability shall be

7300 N (1640 lb) for Class B and Class C mixes and 8000 N (1800 lb) for Class A and Class D mixes with a flow of 8 to

16 for all mixes. For Class A and Class D mixes the stability to flow ratio shall be a minimum of 900:1 (200:1). The minimum acceptable retained strength during design when the PMBP is tested In accordance with AASHTO T 165 shall

be 85% at 7% ±1 % air voids.

The Contractor shall provide a mixture that meets all applicable criteria. If tests indicate the need for additives or modifiers not indicated in the Contract, more than 1.5% hydrated lime, or a change in grade or source of binder to satisfy mix design requirements, any additional cost for these items shall be borne by the Contractor.

Factors such as durability, water resistance, and asphalt film thickness will be considered by the Department during the development or review of all mix designs. The judgment as to the significance of these factors with regard to issuing or accepting the mix design will rest with the Department.

A mix design will normally be approved for use for a period of one year from the date of issue or acceptance by the Department. The design may be used or re-issued during that time provided acceptable evidence is submitted to the Project Manager verifying that the component materials have not changed significantly.

Should a change in sources of materials or crushing operations be made, the Department may require a new laboratory mix design before the new materials may be used.

When unsatisfactory results or other conditions make it necessary, the Project Manager may require that a new mix design be developed.

**420.29 Mix Design Adjustment**. All material incorporated into the work shall be evaluated for acceptance in accordance with the Department's current Acceptance and Price Reduction Procedures and subsection 420.731. Material shall be evaluated for acceptance using the mix design in effect at the time the material was produced. The laboratory mix design and/or subsequent field designs may be adjusted as described herein.

**420.291 Job Mix Formula**. The job mix formula (JMF) is defined as the combined aggregate gradation and the percentage of each material component to be used in the mix. The JMF shall comply with all aggregate gradation requirements and shall result in a mix that meets all specified mix design requirements. The result of the laboratory mix design developed in accordance with subsection 420.28 is designated as JMF1.

**420.292 Job Mix Formula Adjustment.** The contractor may propose adjustments to the job mix formula in accordance with subsection 920.22, Job Mix Formula Adjustments.

**420.3 CONSTRUCTION REQUIREMENTS**.

**420.31 General**. Sufficient storage space shall be provided for each size of aggregate and RAP. The different aggregate and RAP sizes shall be kept separated until they have been delivered to the cold feed system feeding the drier. The storage yard shall be maintained neat and orderly and the separate stockpiles shall be readily accessible for sampling.

In placing the coarse aggregate, fine aggregate and RAP In storage or moving it from storage to the cold feed bins, methods which cause segregation, degradation or the combining of materials of different gradings will not be permitted. Segregated or degraded material shall be re-screened or wasted. Should mineral filler material be required, a separate storage and bin feeder shall be provided for the filler material;

Aggregates and RAP shall not require prior preparation other than gradation control, except that those containing gravitational water shall be stockpiled and allowed to drain prior to mixing.

After the required amounts of aggregate, RAP, and bituminous material have been introduced into the mixer, the materials shall be mixed until all aggregate particles are completely and uniformly coated with the bituminous material. If the

Project Manager determines that excessive uncoated aggregate exists, the Contractor shall take corrective action to remedy the problem. The Moisture Content of the bituminous mixture at discharge from the mixer shall not exceed 0.5%.

**420.311 Mix Temperature Requirements.** The target temperature of the bituminous mixture at discharge from the mixer shall be as specified on the mix design. The temperature shall not exceed the target temperature by more than 11°C (20ºF).

**420.32 Equipment.**

**420.321 Mixing Plants**.

**A. Plant Scales**. Scales shall be accurate to 0.5% of the maximum load that maybe required. A licensed scale serviceman must certify scales.

**B. Equipment for Preparation of Bituminous Materials.** Tanks for storage of bituminous material shall be equipped to heat and hold the material at the required temperatures. The tank shall be provided with a capability to measure the temperature of the asphalt in the tank. The heating shall be accomplished by approved means and such that no flame shall be in contact with the tank. The circulating system for the bituminous material shall be designed to assure proper and continuous circulation during the operating period. A suitable outlet for sampling bituminous material shall be installed in the line leading from the storage tank to the plant and provisions shall be made for measuring and sampling the storage tanks.

**C. Feeder for Drier**. The plant shall be provided with accurate mechanical means for uniformly feeding the aggregate into the drier so that uniform production and uniform temperature will be obtained.

**D. Drie**r. The plant shall include a system to continuously agitate the aggregate during the heating and drying process.

The drier shall be capable of drying and heating aggregate in such a manner as to preclude the mineral aggregate from becoming coated with fuel oil or carbon. If it is determined that the aggregate is coated, the Contractor shall take corrective action, which may include changing type of burner fuel.

**E. Bins.** The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity. Bins shall be arranged to assure separate and adequate storage of appropriate fractions of the mineral aggregates. When deemed necessary by the Project Manager, additional positive separation of the bins will be provided by the use of separating boards. Separate dry storage shall be provided for hydrated lime.

The gates on the bins shall not leak. Bins shall be equipped with low bin warning devices that indicate at the control panel when the bins are low.

**F. Bituminous Material Control Unit**. The Contractor shall provide satisfactory means to obtain the proper amount of bituminous material in the mix within the tolerance specified, either by weighing or metering, as approved by the Project Manager. The Contractor shall provide means for checking the quantity or rate of flow of bituminous material into the mixer.

**G. Thermometric Equipment**. An approved thermometer with a range in temperature reading from 38 to 204°C

(100 to 400 ºF) shall be fixed in the bituminous feed line at a suitable location near the charging valve at the mixer unit. The plant shall also be equipped with another approved thermometric instrument so placed at the discharge chute

of the drier as to register automatically the temperature of the heated aggregates or mix as applicable. The record of discharge temperatures will be provided to the Project Manager upon the completion of each week's production and when requested by the Project Manager during the course of production.

**H. Truck Scales.** The bituminous mixture shall be weighed on approved scales furnished by the Contractor or on public scales, in accordance with subsection 109.1, Measurement of Quantity.

**I. Environmental Requirements.**

**1. Particulate Matter Emissions**. The following performance standards will apply to all stationary bituminous mixing plants:

a. Particulate matter emissions shall be limited to not more than 90 mg/m³ (0.4 grains per dry cubic foot)

at standard conditions and 20% opacity.

b. An existing stationary bituminous mixing plant will be subject to the performance standards only if a physical change to the plant or change in the method of operating the plant causes an increase in the amount of air pollutants emitted. Routine maintenance, repair, and replacement, relocation of a portable plant, change of aggregate, and transfer of ownership are not considered modifications which will require an existing plant to comply with the standards.

**2. Intent to Discharge**. Before commencing asphalt mixing activities, the Contractor must file a "Notice of Intent to Discharge" with the Groundwater Bureau of the New Mexico Environmental Department (NMED). The Contractor shall contact the Groundwater Bureau of the NMED and obtain a "Notice of Intent to Discharge" form and obtain the determination of Discharge Plan requirements. The NMED may approve disposal sites that are away from runoff channels and streams and are well above groundwater for small amounts of contaminants without an individual Discharge Plan.

**3. Waiver of Intent to Discharge Requirements.** The requirements of subsection 420.321(1)(2), Intent to Discharge, will be waived if the Contractor gives written notice to the Project Manager that the Contractor intends to remove all waste oil and waste solvents, on the project, to an established commercial vendor for recycling. The Contractor can recycle the waste without coordination with the NMED, but shall remain responsible for the proper disposition of waste materials.

If the Contractor states an intention to recycle waste oil and waste solvents and then decides to discharge this waste, the Contractor shall again conform with the requirements of subsection 420.321(1)(2), Intent to Discharge.

**4. Violation of Requirements**. If there is a violation of these requirements, the Project Manager will withhold all additional payments to the Contractor until such time as the Contractor performs a complete cleanup of the waste and it is accepted by the Department. The Department's Environmental Section will determine the need for additional investigations and actions. All violations and fines from other state regulatory agencies shall also apply. All cleanup activities will be considered Incidental to the project and no separate or additional payments will be made therefor.

**J. Requirements for Batching Plants**.

**1. Weigh Box or Hopper**. The equipment shall include a means of accurately weighing each size of aggregate in a weigh box or hopper suspended on scales and of ample size to hold a full batch. The gate shall close tightly so that no material is allowed to leak into the mixer while a batch is being weighed. The scales shall be tested in accordance with subsection 109.1, Measurement of Quantity.

When RAP is used at a batch plant it shall be added only at the weigh hopper. The plant shall be modified to permit the RAP material to feed directly into the weigh hopper.

**2. Bituminous Material Control**. The equipment used to measure the bituminous material shall be accurate to plus or minus 0.3 percent. The bituminous material bucket shall be a non-tilting type with a loose sheet metal cover.

The section of the bituminous line between the charging valve and the spray bar shall be provided with a valve and outlet for checking the meter when the metering device is substituted for a bituminous material bucket.

**3. Mixer.** The batch mixer shall be capable of producing a uniform mixture within the specified tolerances.

The mixer shall have a batch capacity of not less than 900 kg (2000 lb).

**4. Control of Mixing Time**. The plant shall be capable of adequately controlling mixing time. The mixer shall be equipped with an accurate timing device that will signal the completion of mixing time.

**K. Requirements for Drum Mix Plants.** The drum mixer and necessary auxiliary equipment shall be specifically designed to provide a final product conforming to specifications.

Auxiliary equipment to the drum mix plant shall provide the following:

1. Separate cold feed controls for each material.

2. Automatic interlocking device for cold feed, asphalt, and additive.

3. Means for determining moisture content of aggregate and RAP so the dryweight of cold feed can be determined for proper setting of asphalt, and additive flow. The Contractor shall determine the moisture content of the aggregate and RAP at least twice daily and shall adjust the moisture correction equipment accordingly.

4. Means for sampling individual cold feeds and provisions for sequential sampling of aggregate, RAP, asphalt cement, and additives while under full production.

5. Equipment for temperature sensing of mix at discharge and automatic burner controls.

6. A surge storage system having a minimum capacity of 36 metric tons (40 tons) designed and equipped to prevent segregation. The surge storage system bins shall be equipped with adequate mechanical or electrical devices to indicate when bins are less than 1/4 full. The device shall automatically provide an audible or visual warning. The plant shall not be operated unless this automatic system is in good working order.

7. The bin(s) containing fine aggregate and filler if required shall be equipped with a device which will prevent any hang-up of material while the plant is operating.

8. A minimum of one cold feed bin will be required for each aggregate fraction used in the mix.

9. The cold feed shall be equipped with adequate mechanical or electrical devices to 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. The plant shall not be operated unless this automatic system is in good working order.

10. A separate cold feed shall be provided for RAP material. RAP shall be introduced into the drum at a location such that it does not come into direct contact with the burner flame.

The feeding mechanism shall include an individual belt feeder with a variable speed feeder drive controlled by electronically operated actuators.

The bituminous feed control shall be coupled with the total aggregate weight measurement device in such manner as to automatically vary the bitumen feed rate as necessary to maintain the required proportion.

**420.322 Haul Equipment.** Trucks used for hauling bituminous mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimum amount of Department-approved release agent to prevent the mixture from adhering to the bed. Diesel fuel shall not be used.

**420.323 Pavers**. Pavers shall be self-contained, self-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of PMBP material to the widths and thickness as specified in the contract.

Pavers shall be operated at a speed no greater than 5 km/h (3 mph). Materials introduced in front of the screed shall maintain a consistent depth to avoid variation in pressure on the screed. The auger box shall be maintained at 1/3 to 2/3 full.

Pavers shall be equipped with a receiving hopper with sufficient capacity to effect a uniform spreading operation. The hopper shall be equipped with a distribution system capable of maintaining a uniform amount of mixture in front of the screed.

Pavers shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.

The screed or strike-off assembly shall produce a finished surface of an 'even and uniform texture for the full width being paved without tearing, shoving or gouging the mixture. Screeds shall include any strike-off device operated by tamping or vibrating action.

Bituminous pavers shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 12-m (40-ft) minimum external reference, except that this requirement will not apply when PMBP is placed adjacent to Portland cement concrete pavement or when short lengths of PMBP placement Is required. Subsequent passes and passes adjacent to PCCP shall utilize a matching device of 300-mm (1-ft) minimum length riding on the adjacent lay.

A conventional bituminous paver or suitable equipment approved by the Project Manager may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to establish a uniform typical section. Approval of the equipment used will be based upon the results obtained.

**420.324 Compaction Equipment.** The number, weight, and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The selection of roller types shall provide the specified pavement density. The Project Manager, prior to use, shall approve equipment proposed for use in the compaction of PMBP. All rollers shall be self-propelled, in good condition and capable of reversing without backlash.

**420.33 Addition of Hydrated Lime**. The hydrated lime shall be added to the entire portion of aggregate in an enclosed pugmill immediately after leaving the cold feed and just before introduction into the dryer drum or aggregate dryer.

The hydrated lime shall be added to the aggregate such that loss of hydrated lime is minimal or nonexistent. Placement of the lime on an open conveyer belt will not be permitted. Placement of the lime on an enclosed belt that does not permit blowing or loss of lime is acceptable.

A vane feeder shall be located in the outfeed of the lime silo. A flow sensor shall be installed on the discharge from the vane feeder. The sensor shall activate an audible and visual signal at the control panel when lime flow is interrupted.

The lime silo shall be provided with an approved means of metering the lime being added to the mix, at typical discharge rates, to an accuracy of 3% or better by weight of the hydrated lime.

Approved means for metering lime will include load cell weighing devices placed beneath each leg of the silo, or a weighbelt feeder between the silo discharge and the pugmill. Other means of metering the addition of lime must be approved by the Project Manager prior to use. External strain gauges affixed to the legs of the silo will not be permitted. The hydrated lime content shall be controlled within ± 0.2% of the mix design target value.

If load cell weighing devices are used for lime metering, the silo shall be supported by a cast-in-place concrete foundation pad. Grout shall be placed between the foundation and the load cells to ensure intimate contact between the load cell and the foundation.

Moisture content of the combined aggregates shall be 3.5% ± 0.5% by weight, at the time the aggregate and lime are mixed. The Project Manager may increase the moisture content of the coarse and fine aggregates to obtain proper coating of the aggregates with hydrated lime and to eliminate dust pollution. The Contractor will provide a method to positively determine the amount of moisture added to lime-aggregate mix.

**420.34 Placement Operations**. The asphalt concrete mixture shall be placed on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the Project Manager. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

The subgrade, base course or bituminous-treated base (BTB) upon which the PMBP is to be placed shall be cleaned of all loose material or other deleterious materials prior to placement of the PMBP. These surfaces shall be free of frozen material and the moisture and density requirements of the applicable section shall be met prior to placement of the new PMBP.

The PMBP may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving machine; however, no PMBP shall be dumped from the hauling vehicles at a distance greater than 75 m (250 ft) in front of the paving machine. When PMBP Is dumped upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the PMBP dumped shall be picked up and loaded into the paving machine.

The speed of the paving machine shall be coordinated with the production of the plant to achieve a continuous operation. Sufficient hauling equipment shall be available to insure continuous operation.

The control system on the paving machine shall control the elevation of the screed at each end either by controlling the elevation of one end directly and the other indirectly through controlling the transverse slope or by controlling the elevation of each end independently, including any screed attachments used for widening, etc., unless otherwise directed by the Project Manager.

Failure of the control system to achieve the desired typical section shall be cause for the suspension of the paving operations.

When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.

All courses of PMBP shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the Project Manager deems the use of self-propelled paving machines impracticable.

Self-propelled paving machines shall spread the PMBP without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans.

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be dumped, spread and leveled to give the required compacted thickness.

When required by the Project Manager, existing surfaces shall be cleaned and a tack coat shall be applied in accordance with Section 407, Tack Coat.

**420.341 Temperature and Weather Limitations**. PMBP shall not be placed on wet or frozen surfaces or when weather conditions otherwise prevent the proper handling, finishing, and compacting of the PMBP.

**420.35 Compaction.** Immediately after the bituminous mixture has been spread, struck-off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted.

The sequence of rolling operations shall provide the specified pavement density. Rolling operations shall not disturb the typical section placed by the paver.

Rollers shall be operated at speeds less than 5 km/h (3 mph) and slow enough to minimize displacement of the bituminous mixture. The use of equipment which results in excessive crushing of aggregates will not be permitted. Any roller marks resulting from use of a pneumatic roller shall be removed with additional passes using a static steel-wheel roller.

Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected immediately by the use of rakes and addition of fresh bituminous mixture when required. Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted. Diesel fuel or other petroleum diluents are not acceptable.

Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons or with mechanical tampers. On depressed areas, a trench roller or cleated compression strips under the roller may be used to transmit compression to the depressed area.

Mixtures that become loose, broken, mixed with dirt, segregated or are defective shall be removed and replaced with fresh hot bituminous mixture, and compacted to conform with the surrounding area, at the Contractor's expense. Areas showing excess or deficiency of bituminous material shall be corrected immediately as directed by the Project Manager.

**420.36 Miscellaneous Paving**. Construction of miscellaneous paving including guardrail pads, slope paving, ditch paving, minor turnouts, bituminous curb, and raised median paving shall be governed by Section 417, Miscellaneous Paving. Miscellaneous paving as defined in this paragraph shall be excluded from quality assurance testing as described in subsection 420.5.

**420.37 Joints**. Placing of the PMBP shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture.

When PMBP Is placed over bituminous-treated base or when open-graded friction course is placed over PMBP, longitudinal joints shall be staggered at least 150 mm (6 in.) relative to longitudinal joints of the underlying course.

Transverse joints shall have at least a 1-m (3-ft) minimum taper, but in no case shall the taper slope be steeper than 24:1. Longitudinal joints shall have at least a 300-mm (1-ft) minimum taper, but in no case shall the taper slope be steeper than

6:1. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from

previous operations shall be cleaned and tack coated unless otherwise directed by the Project Manager. All joints shall be completely bonded. The surface of each course at all Joints shall be smooth and shall not show deviations in excess of 6 mm (3/16 in.) when tested with a 3-m (10-ft) straightedge in any direction.

When paving under traffic the Contractor shall plan the daily surfacing operations on a schedule so that the longitudinal joints are not left exposed longer than seven consecutive calendar days.

**420.38 Surface Tolerances.** The surface of each completed course shall be smooth and shall not show deviations in excess of 3 mm *(*1/8 in.) when tested with a 3-m (10ft) straightedge in any direction. All humps or depressions exceeding this tolerance shall be corrected immediately as directed by the Project Manager.

**420.39 Plan Surfacing Depths.** When surfacing is to be paid by the square meter (square yard), plan depths will be monitored and recorded throughout the surfacing operations with methods and at intervals designated by the Project Manager.

Should a deficient plan depth become evident and corrections no longer can be applied, the Project Manager will have the alternative of accepting the in-place mixed material and reduce payment for said mixed material by the deficient quantity at contract unit bid price per square meter (square yard) or rejecting the in-place mixed material and requiring subsequent replacement with new material at no additional cost to the Department.

**420.4 CONTRACTOR PROCESS QUALITY CONTROL TESTING.**

**420.41 Contractor Quality Control for Materials**. The Contractor is responsible for the quality of materials and construction. The Department reserves the right to obtain samples of any portion of any material at any point of the operation for the Department's use. The Contractor shall implement a quality control and implementation plan that will effectively monitor the operations and provide the Department with timely notice of conditions adverse to the continuous and uniform production of an acceptable product.

At the preconstruction conference the Contractor shall submit the name of the Quality Control Representative to the Project Manager. The Contractor shall also, at that time, submit a quality control and operation plan, including the procedures to be followed in developing, applying and updating the quality control charts, to the Project Manager for approval. This plan shall follow the requirements outlined by the Department.

The Contractor shall sample the stockpiled aggregate at a point agreed to by the Project Manager and the mixed material behind the laydown machine and shall conduct testing on those samples in accordance with applicable test procedures. This sampling and testing shall be accomplished by qualified testing personnel using equipment furnished by the Contractor that meets all applicable ASTM and AASHTO requirements.

The Contractor shall establish a laboratory on the project separate and distinct from the Department's Laboratory and quality assurance facilities. The Contractor shall submit verification that all of the Contractor's equipment meets the applicable standards. Equipment that does not meet the applicable standards shall be removed from the project.

Testing for quality control shall be performed under the direct supervision of an individual certified by the Technician

Training and Certification Program (TTCP) of the State Materials Bureau. The certification will be based on

demonstration of abilities for test methods and procedures, and a written test. Term and expiration date of certification and requirements for renewal of certification will be established by the TTCP Board of Directors in conjunction with the State

Materials Bureau and State Construction Bureau.

If a concern arises as to the competence of a certified individual, this concern must be documented in accordance with the TTCP Manual. The TTCP Manual requires a written complaint be addressed to the TTCP Lab Supervisor or State Materials Engineer. The State Materials Bureau, through the TTCP, will investigate the concern. If this investigation substantiates the concern, corrective action such as revocation or suspension of certification will be implemented in accordance with procedures established by TTCP Board of Directors.

The applicable test procedures, performed as described in the NMSHTD Technician Training and Certification Program

Manual, are as follows:

AASHTO T 2 Sampling Aggregates

AASHTO T 11 Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing

AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates

AASHTO T 30 Mechanical Analysis of Extracted Aggregate

AASHTO T 308 Determining the Asphalt Binder Content of Hot Mix Asphalt (HMA) by the

Ignition Method

AASHTO T 40 Sampling Bituminous Materials

AASHTO T 87 Dry Preparation of Disturbed Soil and Soil Aggregate

AASHTO T 89 Determining the Liquid Limit of Soils

AASHTO T 90 Determining the Plastic Limit and Plasticity Index of Soils

AASHTO T 146 Wet Preparation of Disturbed Soil Samples for Test

AASHTO T 164 Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

AASHTO T 168 Sampling Bituminous Paving Mixtures

AASHTO T 176 Plastic Fines in Graded Aggregates and Solis by use of the

Sand Equivalent Test

AASHTO T 248 Reducing Field Samples of Aggregate to Testing Size

NMSHTD FF-1 Fractured Face Determination for Coarse Aggregate

Using these test procedures the Contractor's Quality Control Testing shall consist of the following as a minimum:

**A. Stockpile Testing**. The Contractor shall perform gradation tests, sand equivalent tests, liquid limit determinations, plastic limit determinations, and fractured faces determinations on each fraction of aggregate stockpiled at the hot mix plant. The location for the sampling of stockpiled aggregate shall be approved by the Project Manager. Each fraction of material shall be sampled and tested at the rate of at least one test per 230 metric tons (250 tons) of material produced for the first 1815 metric tons (2000 tons) of production and at least one test per 450 metric tons (500 tons) of material produced after that time.

**B. Extracted Gradations.** The Contractor shall sample the bituminous mixture from behind the laydown machine and shall determine the asphalt content and the aggregate gradation of the sample. The material shall be sampled and tested at the rate of at least one test per 900 metric tons (1000 tons) of material produced with at least two tests per day's production when production exceeds 450 metric tons. (500 tons) and a minimum of one test per day when production Is between 90 metric tons (100 tons) and 450 metric tons (500 tons).

**C. Quality Control Test Submittals.** By noon of the workday after the material has been produced or placed, the Contractor shall deliver to the Project Manager a copy of all test results that were run that day. The Contractor's Quality Control Representative shall also certify that the test results obtained are a true and accurate representation of the material sampled.

The Contractor shall control aggregate gradations during production of PMBP on the project such that the gradation is not above the maximum density line of the 0.45 curve by more than 3% on the 425 μm (No. 40) screen and such that the minus 75μm (No. 200) material shall not vary by more than ± 2% from the design value. If the Contractor's production testing indicates that this requirement is not being met, the Contractor shall take corrective action to ensure that the requirement is complied with.

**420.42 Contractor Quality Control for Compaction.** The Contractor shall monitor the compaction process by determining the density of the PMBP with a portable nuclear density test device in conformity with ASTM D 2950.

Calibration of the portable nuclear device shall be established by the Contractor from cut pavement samples. The density readings of the cut pavement samples shall be determined by the Contractor in accordance with AASHTO T 166 (weight, volume method) and the density readings of the pavement shall be determined by the portable nuclear density test device in conformity with ASTM D 2950 and shall be correlated by the Contractor. The Contractor shall conduct testing at the minimum rate of one per 270 metric tons (300 tons) and shall furnish all test results to the Project Manager.

It is intended that quality control density testing be done while the bituminous mixture is hot enough to permit further compaction if necessary. Rolling for any compactive effort will not be allowed beyond the point at which it becomes ineffective or damage begins to occur. Additionally, use of vibratory mode will not be permitted when the temperature of the mix is below 93°C (200 ºF).

**420.43 Suspension of Operations.** If the test results for the properties listed in subsection 420.5, Department Quality Assurance Testing, indicate that the material fails to meet the specification requirements for a period of one day or 1360 metric tons (1500 tons), the Contractor shall initiate corrective action. If the material continues to fall to meet the specifications for a total of two consecutive days or a maximum total production of 2720 metric tons (3000 tons) of PMBP, the production of PMBP will be halted by the Project Manager.

The gradation information obtained by the Contractor shall be used by the Contractor to determine the causes or factors that may be a contribution to the problem and to determine a solution to the problem. The Contractor shall propose a plan to solve the problem. Approval of the plan must be obtained from the Project Manager before resumption of paving operations. Upon approval of the proposed plan, the Contractor may resume operations to determine if the actions taken have corrected the problem. The Contractor shall limit production to 900 metric tons (1000 tons) which will be tested In

450-metric-ton (500-ton) Increments. If that testing indicates that the problem has been corrected, the Contractor may resume full operations. If the problem has not been corrected, further trial runs and testing as described herein will be re-

quired.

The Contractor shall produce material in substantial compliance with all specification requirements, regardless of whether the requirements are used for acceptance and price reduction determination. Evaluation of test results for specification compliance and treatment of material that does not meet specifications will be done in accordance with Section 920.

All material that is rejected shall be removed and replaced with specification material at the Contractor's expense. All material not meeting the Marshall Stability requirements will be rejected.

**420.44 Project Assurance Testing.** Project assurance sampling and testing may be performed by the Department to assure that correct and accurate procedures and proper equipment are being used by the Contractor's field personnel. The project assurance testing will be done by the Department's personnel on split samples furnished to the Department by the Contractor. Samples taken for assurance testing will be obtained and split by the Contractor's technicians and witnessed by Department personnel theoretical maximum density.

**420.5 DEPARTMENT QUALITY ASSURANCE TESTING.**

**420.51 Department Quality Assurance Testing for PMBP Mix**. Acceptance will be based on tests made from representative samples taken after the PMBP has been placed on the roadbed and prior to compacting. After the mix

design has been issued, the Contractor shall control the mixture production on the project such that the tolerances of Table

420-C are met.

The Department will conduct quality assurance sampling, testing, and monitoring to insure that the Contractor provides a mix that meets the tolerances. The Department, in accordance with the Department's Minimum Acceptance Testing Requirements, will conduct this testing. Acceptance test results will be provided to the Contractor's Quality Control Representative or designee by the end of the following workday after the samples are taken.

**420.52 Department Quality Assurance Testing for Compaction**. The bituminous pavement structure course shall be divided into acceptance sections or lots of 1360 metric tons (1500 tons) or one day's production, whichever is less, for the purpose of defining areas represented by each series of acceptance tests. The Department may use a stratified random sampling plan to enhance the quality of acceptance sampling and testing.

**Table 420-C**

**ACCEPTANCE TESTING TOLERANCES** Characteristic Lower Spec. Limit Upper Spec. Limit Marshall Stability

Classes A and D 8000 N (1800 lb) NA Classes Band C 7300 N (1640 lb) NA

Marshall Flow 8 16

Stability/Flow Ratio,

Classes A and D Only 900:1 (200:1) NA

Air Voids, All Classes T.V. -1.3% T.V. +1.3% Asphalt Content (Binder Ignition T.V. -0.3% T.V +0.3%

Oven)

Hydrated Lime Content T.V. -0.2% T.V +0.4% Target Value (T.V.) shall be obtained from the approved Job Mix Formula.

The density of each acceptance section or lot will be evaluated by a minimum of three cut pavement samples taken in conformity with AASHTO T 166 at randomly selected sites within the test section. The cut pavement samples shall be taken and prepared by the Contractor for testing. The testing will be done by Department personnel. The Contractor shall core each lift of the PMBP full-depth in accordance with applicable AASHTO and Department procedures. All questions arising from the sampling operation, including diameter of core samples, will be decided by the Project Manager. The Contractor shall identify each core sample with a location marking and deliver all core samples to the test site within the time specified by the Project Manager.

The mean density obtained for all tests in each acceptance section or lot shall be at least 93% of the theoretical maximum density as determined from AASHTO T 209. In addition, each individual test value obtained within an acceptance section or lot shall be at least 90% of the theoretical maximum density and shall not exceed 98% of the theoretical maximum density. In the event an individual test result falls below 90% or exceeds 98% of the theoretical maximum density, the District Construction Engineer shall determine the disposition of the material represented by the test.

**420.6 METHOD OF MEASUREMENT**.

**420.61 Plant** mix bituminous pavement will be measured by the metric ton (ton) or square meter (square yard). Bituminous material will be measured by the metric ton (ton).

Hydrated lime will be measured by the metric ton (ton).

Liquid anti-stripping agent will be measured by the metric ton (ton).

PMBP sampling and testing by the Contractor will be measured by the lump sum.

**420.62** When plant mix bituminous pavement is to be measured by the square meter (square yard), the average width of the PMBP in place will be used in computing the quantities. The length used in computing the area shall be station to station along the centerline of roadway. All dimensions shall be as shown on the typical section of the plans.

**420.7 BASIS OF PAYMENT.**

**420.71** Plant mix bituminous pavement will be paid for at the contract unit price per metric ton (ton) or square meter

(square yard).

Bituminous material will be paid for at the contract unit price per metric ton (ton). Hydrated lime will be paid for at the contract unit price per metric ton (ton).

Liquid Anti-stripping agent will be paid for at the contract price per metric ton (ton). If no unit price for this Item is established In the Contract, liquid anti-stripping agent will be paid for at the certified Invoice cost plus 15%, subject to the restrictions stated in subsection 420.28.

PMBP sampling and testing by the Contractor will be paid for at the lump sum contract price.

Payment will be made under:

Pay Item Pay Unit Plant-Mix Bituminous Pavement (PMBP) Metric Ton (Ton)

Plant-Mix Bituminous Pavement (PMBP) Square Meter (Square Yard)

Bituminous Material Metric Ton (Ton) Hydrated Lime Metric Ton (Ton)

PMPB Sampling and Testing by the Contractor

Lump Sum

Liquid Anti-Stripping Agent Metric Ton (Ton) PMBP Sampling and Testing by the Contractor shall include providing all cut pavement samples and density testing.

**420.72** When plant mix bituminous pavement by the square meter (square yard) is called for in the contract, the accepted quantities complete in place will be considered full compensation for all materials, labor, tools, equipment, testing, and any appurtenances necessary to complete the work as directed by the Project Manager. Materials shall be considered to include all aggregate, bituminous material, hydrated lime, filler, liquid anti-stripping agents and other additives or modifiers as required.

**420.73 Price Adjustments**. If the State Materials Bureau requires a change in the grade or source of asphalt during construction, a change in unit price based on the difference In invoice prices for the different grades of asphalt will be effected.

No change in unit prices will be made when the source of asphalt is changed at the request of the Contractor.

Price reductions due to out of specification material being placed will be deducted from the unit price for the item In accordance with the Department's current Acceptance and Price Reduction Procedures.

**420.731 Price Adjustment for Roadbed Density**. The payment of the unit price will be adjusted for roadway density as outlined in Table 420-D. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of all density tests for the lot. The price adjustment will be applied only to the pay item for PMBP.

**Table 420.D**

**PRICE ADJUSTMENTS FOR ROADWAY DENSITY Average Density Percent of Contract Price to be Paid** Above 98.00 \*

97-98.00 90%

96-96.99 95%

95-95.99 100%

94-94.99 102%

93-93.99 100%

92-92.99 95%

91-91.99 90%

90-90.99 80%

Less than 90.00 \*

\*This lot shall be removed and replaced. In lieu thereof, the Contractor) and the District Construction Engineer may agree in writing that it is in the best interest of the Department that the lot not be removed but instead be paid for at 50% of the

contract price.

**420.74 Partial Payments for Testing and Sampling by the Contractor.** Partial payments will be made according to the percentage of sampling and testing completed as determined by the Project Manager. Before commencement of sampling and testing on the project, the Project Manager will determine and notify the Contractor of the percentages of sampling8

Bids will be received by the Village of Ruidoso Purchasing Department until Thursday, April 19, 2018 at11:00 am local time for the following Item(s):

**AGGREGATES**

**======================================================================== See attached Bid Schedule**

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and items herein stated and in strict accordance with specification and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

By:

Name of Company Bidding

Business Address

City, State & Zip Phone:

Contact person:

Bidders Resident Preference Number:

**THIS BID PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:**

NAME OF BIDDER

SIGNATURE

PRINTED NAME & TITLE OF AUTHORIZED SIGNATURE

BIDDER’S NEW MEXICO CONTRACTOR’S

LICENSE NUMBER AND CLASSIFICATION:

BIDDER’S TELEPHONE NUMBER:

BIDDER’S RESIDENT PREFERENCE NUMBER:

(SEAL) IF BID PROPOSAL IS SUBMITED BY A CORPORATION.

**BID SCHEDULE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item#** | **Unit of**  **Measurement** | **Description** | **Delivered**  **Unit Price** | **Picked-up**  **Unit Price** |
| 1 | Ton | Concrete Asphalt Aggregate  NMSHTD Grading “B” |  |  |
|  |  | a.) Course Aggregate |  |  |
|  |  | b.) Intermediate Aggregate |  |  |
|  |  | c.) Sandy Filler |  |  |
| 2 | Ton | Concrete Asphalt Aggregate  NMSHTD Grading “C” |  |  |
|  |  | b.) Intermediate Aggregate |  |  |
|  |  | c.) Sandy Filler |  |  |
| 3 | Ton | Base Course NMSTD Class 1B |  |  |
| 4 | Ton | Bituminous Surface Treatment  Sealcoat Materials NMSHTD  requirements |  |  |
|  |  | a.) ½” Chips |  |  |
|  |  | b.) 3/8” Chips |  |  |
|  |  | c.) Sand Seal Aggregates |  |  |
| 5 | Ton | 3/8” Hot Mix Filler |  |  |
| 6 | Ton | Asphalt Sand |  |  |
| 7 | Ton | Class “A” Rip-Rap Rock |  |  |

BY:

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with specification and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

**B I D F O R M IFB #2018-007B**

**VENDOR CERTIFICATION & INFORMATION**

Page 3 – Bid Form

(Must be signed by a representative authorized to commit the company financially**)**

Signature

Printed Name & Title

Firm Name (if applicable)

Mailing Address

City, State, Zip

Phone Number Fax Number

E-mail address

Web Site Address (if applicable)

**REQUEST FOR TAXPAYER INFORMATION AND CERTIFICATION**

**(In Lieu of IRS Form W-9)**

Please complete or make changes to following information:

Vendor Name:

Street Address:

Mailing Address:

City, State Zip:

Telephone Number: Fax Number:

Representative:

Type of Organization (Check One) ( ) Single ( ) Partnership ( ) Corporation

( ) Government ( ) Medical Provider

Federal Tax ID No. or Social Security No.:

New Mexico CRS Number (if applicable):

Is your firm designated as a non-profit organization? Yes No

Is your firm exempt from income tax?

Yes No

Is your firm a dealer of retail supplies or provide a service for which you furnish parts?

Yes No

Payment Terms: Village of Ruidoso pays net within 30 days of receipt of invoice unless otherwise stated below:

Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS)

that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the

acquisition of abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions: You must cross out item two (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your return.

Signature:

Title:

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official’s employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in- law.

“**Pendency of the procurement proces**s” means the time period commencing with the public notice of the

Invitation for bids and ending with the award of the contract or the cancellation of the Invitation for bids.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS MADE TO**: ELECTED OFFICIALS OF THE VILLAGE OF RUIDOSO Contribution Made By:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

**(Attach extra pages if necessary)**

Signature Title (Position)

Date

**─OR─**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature Title (Position)

Date

**RELATED PARTY DISCLOSURE**

Page 6 – Bid Form

1. Are you indebted to or have a receivable from any member of the Council of the Village of Ruidoso; elected Village Officials, administration officials, department heads and key management supervisors with the Village of Ruidoso?

Yes\_

No

2. Are you, or any officer of your company, related to any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors of the Village of Ruidoso and have you had any of the following transactions in the last 12 months which Village of Ruidoso was, is to be, a party?

Yes No

Sales, Purchase or leasing property

Receiving, furnishing of goods, services

or facilities?

Commissions or royalty payments?

3. Does any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of

Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Vi llage of Ruidoso?

Yes\_

No\_

4. At any time during the last 12 months did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, and key management supervisors with the Village of Ruidoso?

Yes\_

No

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of the Village of Ruidoso?

Yes

No

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: Date:

(Print Name and Title)

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**DEBARMENT CERTIFICATION Certification Regarding**

**Debarment, Suspension, and Other Responsibility Matters** The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this proposal been convicted of all

had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Date Signature of Authorized Representative

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**NON-COLLUSION AFFIDAVIT**

STATE OF\_

COUNTY OF

)

) SS

)

, being first duly sworn, deposes and says:

That he/she is of

who submits herewith to the Village of Ruidoso, a proposal/bid: That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;

2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;

3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;

4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:

SUBSCRIBED and sworn to before me this day of 20 .

Notary Public:

My commission expires: