



INVITATION FOR BIDS (IFB)

IFB Name: Contract for Aggregates

IFB Number: 2020-010B NIGP Commodity Code: 74505

Bids Due No Later Than:

Date: **June 29, 2020** Time: **3:00 pm MDT**

Return Bid to:

**Village of Ruidoso
Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345**

Formal Sealed Bid Opening:

Place: **Village of Ruidoso Council Chambers**
To occur immediately following due date/time

If you have questions regarding this IFB please contact:

Purchasing Agent: **John Commander**
Telephone No.: **575-258-4343 Ext. 1082**
Email: purchasing@ruidoso-nm.gov

Bidder MUST complete as applicable and sign the following for Bid to be valid (type or print clearly):

Company Name: _____ Address: _____

DBA (if applicable): _____

Co. Email: _____ Co. Phone No. _____

NM Gross Receipts Tax # (CRS): _____ Federal Tax ID #: _____

Payment terms: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the Village of Ruidoso Purchasing Agent

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or Type Name: _____

Signatory Email: _____ Phone No.: _____

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received at the above address until specified due date and local time. Late submission of bids will not be accepted. Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements.

NOTE: if you decide not to bid, do not return this document.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. _____ Dated: _____ Amendment No. _____ Dated: _____

It is your responsibility as a Bidder to ensure your bid is correct and accurate.

Table of Contents

Contents

TABLE OF CONTENTS.....	2
A. PURPOSE OF THIS INVITATION TO BID	5
B. TERM OF AGREEMENT.....	5
C. PROCUREMENT MANAGER.....	5
D. DEFINITION OF TERMINOLOGY.....	6
II. CONDITIONS GOVERNING THE PROCUREMENT	9
A. SEQUENCE OF EVENTS	9
B. EXPLANATION OF EVENTS	9
1. Issuance of IFB	9
2. Acknowledgement of Receipt	9
3. Pre-Bid Conference	10
4. Deadline to Submit Written Questions	10
5. Response to Written Questions	10
6. Submission of Bid.....	10
7. Bid Evaluation.....	10
8. Finalize Contractual Agreements.....	11
9. Contract Awards	11
10. Protest Deadline	11
C. GENERAL REQUIREMENTS.....	12
1. Acceptance of Conditions Governing the Procurement	12
2. Incurring Cost.....	12
3. Prime Contractor Responsibility	12
4. Subcontractors/Consent	12
5. Amended Bids.....	12
6. Offeror’s Rights to Withdraw Bid.....	12
7. Bid Offer Firm	13
8. Disclosure of Bid Contents	13
9. No Obligation.....	13
10. Termination	13
11. Sufficient Appropriation.....	14
12. Legal Review	14
13. Governing Law.....	14
14. Basis for Bid	14
15. Contract Terms and Conditions	14
16. Offeror’s Terms and Conditions	15
17. Contract Deviations	15
18. Offeror Qualifications	15
19. Right to Waive Minor Irregularities	15
20. Change in Contractor Representatives	15
21. Notice of Penalties.....	15
22. Village Rights	16
23. Right to Publish.....	16
24. Ownership of Bids.....	16
25. Confidentiality	16
26. Electronic mail address required	16
27. Use of Electronic Versions of this IFB.....	16
28. New Mexico Employees Health Coverage	16
29. Campaign Contribution Disclosure Form	17

30. Letter of Transmittal.....	17
31. Disclosure Regarding Responsibility.....	18
32. New Mexico Preferences.....	19
III. RESPONSE FORMAT AND ORGANIZATION	20
A. NUMBER OF RESPONSES	20
B. NUMBER OF COPIES	20
C. BID FORMAT	21
1. Bid Content and Organization	21
IV. SPECIFICATIONS.....	22
A. DETAILED SCOPE OF WORK	22
B. BUSINESS SPECIFICATIONS	22
1. Letter of Transmittal Form.....	22
2. Campaign Contribution Disclosure Form	22
3. Cost.....	22
4. Resident Business or Resident Veterans Preference	22
V. MANDATORY SPECIFICATIONS.....	23
1. Letter of Transmittal (See Table 1)	23
2. Campaign Contribution Disclosure Form (See Table 1).....	23
3. Cost (See Appendix D).....	23
4. C.6. New Mexico Preferences	23
B. EVALUATION PROCESS	23
APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM	24
APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM	26
APPENDIX C - SAMPLE CONTRACT	29
APPENDIX D - COST RESPONSE FORM.....	44
APPENDIX E - LETTER OF TRANSMITTAL FORM	47
APPENDIX F – SCOPE OF WORK	50

Village of Ruidoso
Purchasing Department
IFB #2020-010B

Bidder Instruction for Invitation for Bid (IFB)

Viewing IFB:

1. Bidders can access active procurements at the following sites:
<https://www.ruidoso-nm.gov/purchasing>

Submitting Bids:

Hard copy submission delivered by US mail, courier, or in person to:

Village of Ruidoso, Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bid number and opening date on the front of the envelope, bottom left-hand side. Sealed bids will be received, and time stamped at the above address until specified due date and local time.

Late submission of Bids WILL NOT BE ACCEPTED.

Bid Opening:

Sealed bids will be publicly opened in the Village of Ruidoso Council Chambers. Bids are subject to “Terms and Conditions” as shown on the attached pages of this document and any additional bidding instructions or requirements. If you decide not to bid, do not return this IFB document.

Additional Bidder Information:

All resident businesses, contractors, and veterans will have to obtain preference certification from the NM Department of Taxation & Revenue. For the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and bidder must submit a copy of their preference certificate with each solicitation.

Application are available for download at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Technical Questions:

Contact the Village of Ruidoso Purchasing Agent listed on the IFB front page.

Village of Ruidoso
Purchasing Department
IFB #2020-010B

A. PURPOSE OF THIS INVITATION TO BID

The purpose of the Invitation to Bid (IFB) is to solicit sealed competitive bids to establish **Multi-Award contracts for the procurement of Aggregates.**

B. TERM OF AGREEMENT

The term of this Price Agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties. Each renewal 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. This Price Agreement shall not exceed four (4) years from the date of award.

C. PROCUREMENT MANAGER

1. The Village of Ruidoso has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: John Commander, Purchasing Agent
Address: 313 Cree Meadows Drive, Ruidoso, NM 88345

Telephone: (575) 258-4343 Ext. 1082
Fax: (575) 258-5361
Email: purchasing@ruidoso-nm.gov

2. All deliveries of responses via express carrier must be addressed as follows:

Name: John Commander, Purchasing Agent
IFB Name: IFB #2020-010B Contract for Aggregates
Address: Village of Ruidoso Purchasing Department
313 Cree Meadows Dr, Ruidoso, NM 88345

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other village employees or Evaluation Committee members do not have the authority to respond on behalf of the Village. **Protests of the solicitation or award must be delivered by mail to the Procurement Manager.** The Procurement Manager shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Invitation to Bid. Emailed protests will not be considered as properly submitted.

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Village**” means the Village of Ruidoso sponsoring the Procurement action.

“**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this Invitation to Bid can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state Village or local public body.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy Bids contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

“**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ Bids.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means an Offeror who meets all the mandatory specifications of this Invitation to Bid and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

“**IT**” means Information Technology.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s Bid.

“**Minor Technical Irregularities**” means anything in the Bid that does not affect the price quality and quantity or any other mandatory requirement.

“**Multiple Source Award**” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a Bid.

“**Price Agreement**” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state Village or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

“**Procurement Manager**” means any person or designee authorized by a state Village or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Village**” means all Village of Ruidoso agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

“**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

“**Redacted**” means a version/copy of the Bid with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this IFB blacked out BUT NOT omitted or removed.

“**Invitation to Bid (IFB)**” means all documents, including those attached or incorporated by reference, used for soliciting Bids.

“**Responsible Offeror**” means an Offeror who 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, or items of tangible personal property described in the Bid.

“**Responsive Offer**” or means an offer which conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of a Invitation to Bid include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the Bid is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The Village reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a Bid, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors Bid. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the Bid containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“VRPD” means the Village of Ruidoso purchasing division of the finance department.

“Written” means typewritten on standard 8 ½” x 11” paper. Larger paper is permissible for charts, spreadsheets, etc.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the IFB contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue IFB	VRPD	June 12, 2020
2. Acknowledgement of Receipt Form	Potential Offerors	June 19, 2020
3. Pre-Bid Conference	Village	NA
4. Deadline to submit Questions	Potential Offerors	June 22, 2020
5. Response to Written Questions	Procurement Manager	June 23, 2020
6. Submission of Bid	Potential Offerors	June 29, 2020, 3:00pm MDT
7. Bid Evaluation	Evaluation Committee	June 29/30, 2020
8. Contract Awards	Village/Bidder	July 14, 2020
9. Protest Deadline	VRPD	Close of Business, July 29, 2020

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of IFB

This IFB is being issued on behalf of the Village of Ruidoso on June 12, 2020.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Invitation to Bid Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MST or MDT on June 19, 2020.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a

presumption of receipt and rejection of the IFB, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Bid Conference

No Pre-Bid Conference will be held.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this IFB until Close of Business on June 22, 2020 Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the IFB or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <https://www.ruidoso-nm.gov/purchasing>

6. Submission of Bid

ALL OFFEROR BIDS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON June 29, 2020. Bids received after this deadline will not be accepted. The date and time of receipt will be recorded on each Bid.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D2. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the IFB #2020-010B Contract for Aggregates. Bids submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted Bids. Pursuant to NMSA 1978, § 13-1-116, the contents of Bids shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Invitation to Bid. Awarded in this context means the final required state Village signature on the contract(s) resulting from the procurement has been obtained.

7. Bid Evaluation

An Evaluation Committee will perform the evaluation of Bids. This process will take place as indicated in the sequence of events, depending upon the number of Bids received.

During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive Bids for the purpose of clarifying aspects of the Bids. However, Bids may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this IFB will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Village of Ruidoso or the Finance Director. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the Village reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Village Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Village of Ruidoso Purchasing Department.

The contract shall be awarded to the Offeror (or Offerors) whose Bids are most advantageous to the Village of Ruidoso and taking into consideration the evaluation factors set forth in this IFB. The most advantageous Bid may or may not have received the most points. The award is subject to appropriate Department and Village of Ruidoso approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Invitation to Bid, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Invitation to Bid. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for Bid number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

John Commander, Purchasing Agent
Village of Ruidoso Purchasing Department
313 Cree Meadows Drive
Ruidoso, NM 88345

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a Bid constitutes acceptance of the Evaluation Factors contained in Section V of this IFB.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any Bid or material submitted in response to this IFB shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this IFB shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state Village which may derive from this IFB. The state Village entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Village awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Bids

An Offeror may submit an amended Bid before the deadline for receipt of Bids. Such amended Bids must be complete replacements for a previously submitted Bid and must be clearly identified as such in the transmittal letter. The Village personnel will not merge, collate, or assemble Bid materials.

6. Offeror's Rights to Withdraw Bid

Offerors will be allowed to withdraw their Bids at any time prior to the deadline for receipt of Bids. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the Bids is governed by the applicable procurement regulations.

7. Bid Offer Firm

Responses to this IFB, including Bid prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of Bids or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Bid Contents

- A. Bids will be kept confidential until negotiations and the award are completed by the Village. At that time, all Bids and documents pertaining to the Bids will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a Bid on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the Bid in order to facilitate eventual public inspection of the non-confidential portion of the Bid.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Village Purchasing Division or the Village shall examine the Offeror's request and make a written determination that specifies which portions of the Bid should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the Bid will be so disclosed. The Bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This IFB in no manner obligates the Village of Ruidoso or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This IFB may be canceled at any time and any and all Bids may be rejected in whole or in part when the Village determines such action to be in the best interest of the Village of Ruidoso.

11. Sufficient Appropriation

Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Village's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Village requires that all Offerors agree to be bound by the General Requirements contained in this IFB. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This IFB and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Bid

Only information supplied, in writing, by the Village through the Procurement Manager or in this IFB should be used as the basis for the preparation of Offeror Bids.

15. Contract Terms and Conditions

The contract between the Village and a contractor will follow the format specified by the Village and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the contracting Village reserves the right to negotiate provisions in addition to those contained in this IFB (Sample Contract) with any Offeror. The contents of this IFB, as revised and/or supplemented, and the successful Offeror's Bid will be incorporated into and become part of any resultant contract.

The Village discourages exceptions from the contract terms and conditions as set forth in the IFB Sample Contract. Such exceptions may cause a Bid to be rejected as nonresponsive when, in the sole judgment of the Village (and its evaluation team), the Bid appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial Bid rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the IFB Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Village may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the Village and will result in disqualification of the Offeror's Bid.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the IFB process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the IFB process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the Bid a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Village. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the IFB process prior to selection as successful Offeror), will be discussed only between the Village and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's Bid.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this IFB. The Evaluation Committee will reject the Bid of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Village reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Village, adequately meeting the needs of the Village.

21. Notice of Penalties

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

22. Village Rights

The Village in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's Bid.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Village written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Village contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's Bid or removal from the contract.

24. Ownership of Bids

All documents submitted in response to the IFB shall become property of the Village of Ruidoso.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Village.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Village's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. In the event of conflict between a version of the IFB in the Offeror's possession and the version maintained by the Village, the Offeror acknowledges that the version maintained by the Village shall govern. Please refer to: <https://www.ruidoso-nm.gov/purchasing>.

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to

maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their Bid. This requirement applies regardless whether a covered contribution was made or not made for the positions of Mayor and Village Councilors or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's Bid must be accompanied by the Letter of Transmittal Form located in APPENDIX E which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

- 1. Identify the submitting business entity.
- 2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
- 3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
- 4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding Bid content.
- 5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
- 6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
- 7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section V of this IFB; and
 - c. Acknowledge receipt of any and all amendments to this IFB.
- 8. Be signed by the person identified in para 2 above.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the Village for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state New Mexico or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state of New Mexico or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Village Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Village Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the Village Manager may terminate the involved contract for cause. Still further the Village Purchasing Agent or the Village Finance Director may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Village Purchasing Agent or Village Finance Director.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their Bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Business Preference

A copy of the certification must accompany your Bid.

B. New Mexico Resident Veterans Business Preference

A copy of the certification must accompany your Bid.

The Village shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditures for this IFB includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one Bid in response to this IFB.

B. NUMBER OF COPIES

Offeror's Bid must be clearly labeled and numbered and indexed as outlined in **Section III.C. Bid Format**. Bids must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the Bid (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Cost Bids** – One (1) ORIGINAL, one (1) HARD COPY, and one (1) electronic copy of the Bid. **The electronic copy can NOT be emailed.**

The electronic version/copy of the Bid **must** mirror the physical binders submitted (i.e. One (1) **unredacted USB drive**, one (1) **redacted USB drive**). **The electronic version can NOT be emailed.**

2. The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted Bid, the Original hard copy shall govern.

Any Bid that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. BID FORMAT

All Bids must be submitted as follows:

Hard copies must be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy Bids and electronic copy Bids:

1. Bid Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The Bid must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Cost Bid:

- A. Signed Letter of Transmittal (Appendix E)
- B. Signed Cover Page of this IFB
- C. Table of Contents
- D. Bid Summary (Optional)
- E. Response to Contract Terms and Conditions (Appendix C)
- F. Offeror’s Additional Terms and Conditions
- G. Signed Campaign Contribution Form (Appendix B)
- H. New Mexico Preferences (If applicable)
- I. Other Supporting Material (If applicable)
- J. Completed Cost Response Form (Appendix D)

Within each section of the Bid, Offerors should address the items in the order indicated above. All forms provided in this IFB must be thoroughly completed and included in the appropriate section of the Bid.

The Bid summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the Bid; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s Bid.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

See Appendix F for detailed Scope of Work

B. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's Bid **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's Bid. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

3. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the total of the unit costs on the Cost Response Form plus any additional charges. All charges listed on APPENDIX D must be justified and evidence of need documented in the Bid.

4. Resident Business or Resident Veterans Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section.

5. Invitation for Bid Cover Page

The Bidder must complete the cover page of this IFB and submit a signed copy with the Bid.

V. Mandatory Specifications

1. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

2. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

3. Invitation for Bid Cover Page

Pass/Fail only. No points assigned.

4. Cost (See Appendix D)

5. C.6. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 5%.

B. New Mexico Resident Veterans Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

B. EVALUATION PROCESS

1. All Offeror Bids will be reviewed for compliance with the requirements and specifications stated within the IFB. Bids deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive Bids will be evaluated on the factors in Section IV. The responsible Offerors whose Bids are most advantageous to the Village taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR BID

IFB 2020-010B CONTRACT FOR AGGREGATES

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than June 29, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Offeror written questions and the written responses to those questions as well as IFB amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Bid.

Firm does/does not (circle one) intend to respond to this Request for Bid.

John Commander, Purchasing Agent
IFB #2020-010B Contract for Aggregates
Village of Ruidoso
313 Cree Meadows Dr
Ruidoso, NM 99345
Fax: 575-258-5361
E-mail: purchasing@ruidoso-nm.gov

**APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE
FORM**

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state Village 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 Village 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 Bid 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 Village 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 THEY, THEIR FAMILY MEMBER, OR THEIR 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 Bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Bid.

“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 process” means the time period commencing with the public notice of the Invitation to Bid and ending with the award of the contract or the cancellation of the Invitation to Bid.

“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 Bid process set forth in the Procurement Code or is not required to submit a competitive sealed Bid 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:

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

Date

Title (position)

—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

Date

Title (Position)

APPENDIX C - SAMPLE CONTRACT



CONTRACT FOR GOODS AND SERVICES

THIS Agreement (“Agreement”) is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and **XXXXXXXXXX**, hereinafter referred to as the "Contractor" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Village of Ruidoso	Contractor
Department: Purchasing	ATTN:
ATTN: John Commander, Purchasing Agent	Title: President
Street: 313 Cree Meadows Drive	Street: 123 Main Street
City, State, Zip: Ruidoso, NM 88345	City, State, Zip: Any Town, XX 99999
Phone: 575-258-4343 Ext. 1082	Phone: XXX/XXX-XXXX
Fax:	Fax: XXX/XXX-XXXX
Cell:	Cell: XXX/XXX-XXXX
Email: purchasing@ruidoso-nm.gov	Email: luther.fisher@wellsfargo.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

[WHEREAS, all terms and conditions of the IFB #2020-010B Contract for Aggregates and the Contractor’s response to such document(s) are incorporated herein by reference; and]

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. RESERVED

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "ITB" means Invitation to Bid as defined in statute and rule.

D. RESERVED

E. RESERVED

F. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

G. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.

H. "IFB" means Invitation for Bid as defined in statute and rule.

I. "You" and "your" refers to (Contractor Name). "We," "us" or "our" refers to the Village of Ruidoso.

2. **Scope of Work.**

The Contractor shall perform the work as outlined in Appendix F of the IFB, attached hereto and incorporated herein by reference.

3. **Compensation.**

A. Compensation Schedule. The Procuring Agency shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed [**Insert Dollar Amount**] excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

C. Taxes. The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. **Term.**

This agreement shall be effective XXXXXX, XXX, 2020 through XXX XX, 2020, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. **Termination.**

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does

not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the Village of Ruidoso; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council of Ruidoso for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the Village of Ruidoso. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Village of Ruidoso as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Ruidoso unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a councilor; (ii) the Contractor is not a member of a councilor's family; (iii) the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Contractor is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were

erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law.

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

12. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit.

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

16. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. **Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. **Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. **Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. **Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. **New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree

to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

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

24. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the Village of Ruidoso Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure.

The Village reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the Village, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Village due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Village shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Village provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant.

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place

of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty.

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that 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 Village by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality.

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Contractor Personnel.

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve

additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

36. Inspection of Services.

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Procuring Agency that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES' OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

37. Insurance.

If the services contemplated under this Agreement will be performed on or in Village facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the Village of Ruidoso as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the Village of Ruidoso as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

38. Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the Village of Ruidoso out hereinafter.

SIGNATURES:

Village of Ruidoso:

CONTRACTOR:

Lynn D. Crawford, Mayor

Contractor, Title

Date: _____

Date: _____

Attest:

APPENDIX D - COST RESPONSE FORM

Bids will be received by the Village of Ruidoso Purchasing Department until **Wednesday, March 6, 2013 at 2:00** pm 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 SUBMITTED 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.) 1/2" 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.

Bid Form IFB #2020-010B

VENDOR CERTIFICATION & INFORMATION

**(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

APPENDIX E - LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

IFB#: 2020-010B

Offeror Name: _____ **FED ID#:** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE BID!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name: _____

Title: _____

E-Mail Address: _____ Telephone Number: _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. ___ On behalf of the submitting organization named in item #1, above, I accept the Conditions

Governing the Procurement as required in Section II. C.1.

___ I concur that submission of our Bid constitutes acceptance of the Evaluation Factors contained in Section V of this IFB.

___ I acknowledge receipt of any and all amendments to this IFB.

Authorized Signature

(Must be signed by the person identified in item #2, above.)

_____, 2020

APPENDIX F – SCOPE OF WORK

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 aggregates **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 proof rolled 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 304-A for sieve size and class.	Refer to Table 304-A for LSL per sieve per class.	Refer to Table 304-A for USL per sieve per class.
Density: AASHTO T-180 D)	96%	None
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 m ³ (Ton, yd ³) -
Base Course ___ mm (in.) Depth	m ² (yd ²)
Placement of State-Furnished Base Course ___ mm (in.) Depth	m ² (yd ²)
Placement of State-Furnished Base Course	Metric Ton, m ³ (Ton, yd ³)
Remove, Process, and Place Base Course	Metric Ton, m ² (yd ²)
Stockpiled Base Course	Metric Ton, m ³ (Ton, yd ³)
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 420 or

HFE-150, and it shall comply with the requirements of Section 420, 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 Material. 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 Manager the subgrade shall be proof rolled 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 (40°F) or above; and
- B. The chill factor is 2°C (35°F) 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 (35°F), 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 (260°F) or less than 80°C (180°F).

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 (40°F).
- 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:

<u>Pay Item</u>	<u>Pay Unit</u>
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 Aggregate. 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 420, 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 420, 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				
Percent RAP	9.5mm (3/8") and Larger	4.75 mm (No.4) to 425 µm (No. 40)	75 µm (No.200)	AC Content	AC PEN
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% \pm 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 (20°F).

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. Drier. 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 °F) 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 $\pm 0.2\%$ 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 $3.5\% \pm 0.5\%$ 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 75 μm (No. 200) material shall not vary by more than $\pm 2\%$ 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 °F).

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 fail 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 required.

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 Oven)	T.V. -0.3%	T.V +0.3%
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) Bituminous Material	Square Meter (Square Yard)
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 sampling