

VILLAGE OF RUIDOSO

**AGENDA INDEX
SPECIAL MEETING
MAY 28, 2026 AT 10:00 AM**

**313 Cree Meadows Dr. Ruidoso
NM,88345**

NOTICE OF SPECIAL MEETING

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Thursday, May 28, 2026 at 10:00 a.m. The Special Meeting will be held at 313 Cree Meadows Dr. Ruidoso, NM 88345. The purpose of the Special Meeting is as follows:

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL

AGENDA ITEMS

1. Discussion and Possible Action on Quote from Mesotech International for a Airport Weather Advisory System (AWOS) at the Sierra Blanca Regional Airport Utilizing NM Statewide Price Agreement #40-00000-24-00088 in the Amount of \$121,088.00 and Installation Cost in the Amount of \$22,760.00 Including NMGRT for a Combined Total of \$143,848.00.
2. Discussion & Possible Action on Multi-Award, ITB #2026-006B for Aggregates to Aggregate Technologies, LLC and Roper Construction, INC.
3. Discussion and Possible Action on Multi-Award Agreements with Aggregate Technologies, LLC and Roper Construction, INC for Aggregates Awarded through ITB #2026-006B.

CLOSED SESSION

- Discussion of limited personnel matters. § 10-15-1.H.2, NMSA 1978.
- Discussion subject to the attorney-client privilege pertaining to threatened or pending litigation in which the Village of Ruidoso is or may become a participant. §10-15-1.H.7, NMSA 1978.
- Discussion of the purchase, acquisition, and/or disposal of real property and/or water rights by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

ADJOURN

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2026-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Posted May 22, 2026 9:00 a.m.

Yvonne Vigil, Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 1.

To:

Presenter(s): Lee Baker, Airport Manager

Meeting Date: May 28, 2026

Re: Discussion and Possible Action on Quote from Mesotech International for a Airport Weather Advisory System (AWOS) at the Sierra Blanca Regional Airport Utilizing NM Statewide Price Agreement #40-00000-24-00088 in the Amount of \$121,088.00 and Installation Cost in the Amount of \$22,760.00 Including NMGRT for a Combined Total of \$143,848.00.

Item Summary:

Discussion and Possible Action on Quote from Mesotech International for a Airport Weather Advisory System (AWOS) at the Sierra Blanca Regional Airport Utilizing NM Statewide Price Agreement #40-00000-24-00088 in the Amount of \$121,088.00 and Installation Cost in the Amount of \$22,760.00 Including NMGRT for a Combined Total of \$143,848.00.

Financial Impact:

The Village was awarded a State Aviation grant in the amount of \$150,000.00. The State's contribution is \$145,000.00 and the Village's contribution is \$5,000.00. The funds are budgeted in the Airport Enterprise Fund's Capital Outlay - Equipment line item (503-170-53001) in the amount of \$150,000.00.

Item Discussion:

This purchase will replace the 35 year old system currently out of commission. Purchase of AWOS system is covered under price State Price agreement #40-00000-24-00088. Installation and extra camera is not covered by the agreement, but meets purchasing guidelines to purchase without bidding.

Recommendations:

To Approve Quote from Mesotech International for a Airport Weather Advisory System (AWOS) at the Sierra Blanca Regional Airport Utilizing NM Statewide Price Agreement #40-00000-24-00088 in the Amount of \$121,088.00 and Installation Cost in the Amount of \$22,760.00 Including NMGRT for a Combined Total of \$143,848.00.

ATTACHMENTS:

[Sierra Blanca Regional \(KSRR\) AWOS Statewide 40-00000-24-00088.pdf](#)
[Sierra Blanca Regional \(KSRR\) Commissioning & Options.pdf](#)

Mesotech AWOS Ownership 2026.pdf
Mesotech Weather Cameras 2026.pdf



Sierra Blanca Regional (KSRR) AWOS Statewide 40-000000- 24-000088

#20260521-180913460

Prepared for

Village of Ruidoso

313 Cree Meadows Drive
Ruidoso, NM 88345

Ronald L. Sena
Village Manager
ronaldsena@ruidoso-nm.gov
(575) 258-4343 ext. 1001

Lee Baker
Airport Manager
leebaker@ruidoso-nm.gov

Mesotech International, Inc.

2731 Citrus Road

Suite D

Rancho Cordova, California 95742-6303

United States

Andrew Kuchel

akuchel@mesotech.com

ABOUT MESOTECH

Design. Build. Install. Support.

Mesotech International Delivers Aviation Weather
Solutions — Start to Finish.

Mesotech International, Inc. (Sacramento, CA) has delivered **mission-critical aviation weather intelligence** for over 30 years as a trusted **prime contractor to the U.S. Department of Defense**.

Our flagship **Airport Weather Advisor® AWOS** is **FAA-certified** and **ICAO-compliant**, supporting hundreds of installations worldwide with unmatched reliability and proven performance in demanding environments.

Founded in 1995, we began supporting military aviation in the harshest conditions—from desert heat to Arctic cold—learning that reliability means more than accurate sensors. It takes **systems engineered to perform when it matters most**, and the **expert service** to keep them that way.

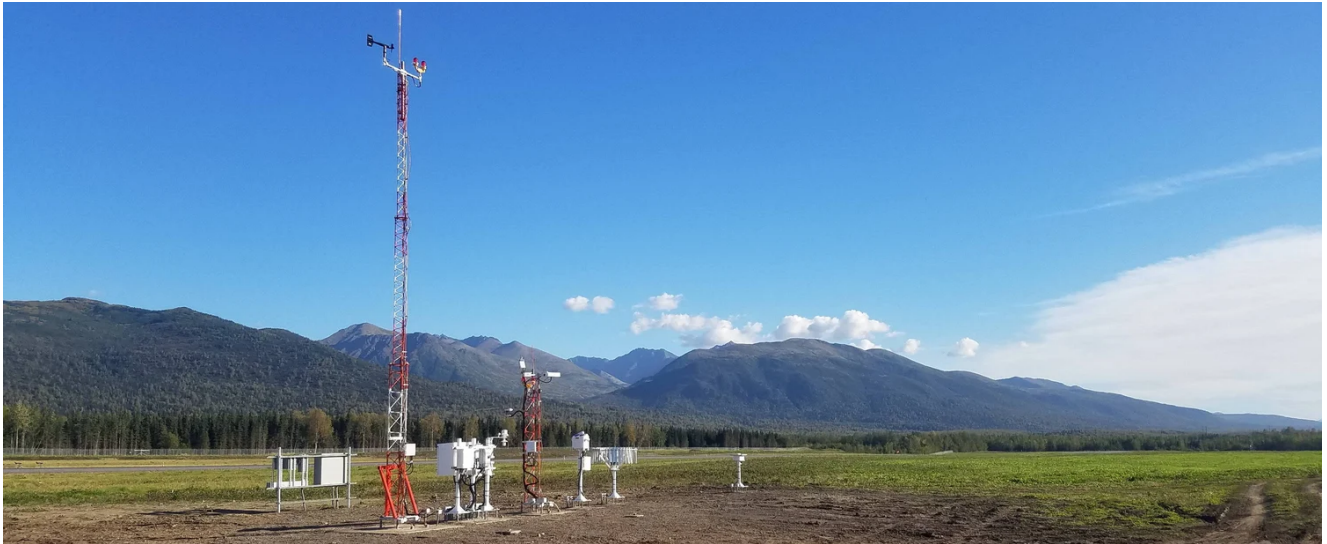
Today, Mesotech brings that same **DoD-grade reliability** to **regional airports, HEMS operations, Advanced Air Mobility, and remote sites**, delivering accurate, real-time weather intelligence that enhances flight safety and operational efficiency

We build systems—and relationships—that last.

- **Engineered for reliability** in harsh environments
- **Designed for maintainability** and long-term performance

- **Built on partnership**, not just transactions

Whether you operate a regional airport, dispatch air medical helicopters, or develop next-generation aviation infrastructure, you can count on Mesotech's **three decades of proven technology and support**.



WHAT SETS MESOTECH APART

Modular, Cloud-Based Architecture

Our modular platform—proven across **300+ U.S. Air Force installations**—is designed for both scalability and simplicity. Components are field-replaceable for rapid service, allowing a single site or a statewide network to share the same reliable backbone. The architecture is future-ready, supporting new sensors and upgrades without requiring a full system replacement.

Military-Grade Innovation

Mesotech's roots in military aviation have shaped every aspect of our design philosophy. For over 30 years, we've engineered systems that withstand sand, salt, snow, and everything in between. That same defense-tested performance now empowers commercial and international aviation, backed by continuous innovation informed by real-world data.

Certified Without Compromise

The **Airport Weather Advisor®** is **FAA-certified**—not just “FAA-accepted”—and fully **ICAO-compliant** for global operations. Our processes are **ISO 9001** certified and **Buy American** compliant, ensuring full traceability, quality assurance, and regulatory alignment at every stage.

Ownership Experience

Mesotech is an **end-to-end manufacturer and integrator**. We design, build, install, and support every system we deliver. Customers have direct access to the engineers who built their AWOS, supported by our **Rapid Ship Parts Exchange Program** and remote diagnostic tools to minimize downtime. Our helpdesk team knows your exact configuration and provides responsive, informed support.

Cloud-Connected Intelligence

Through **AWOS Live**, operators gain real-time weather visibility from anywhere in the world. Remote monitoring enables proactive maintenance and immediate alerting, while pilots and operations staff enjoy secure, mobile-friendly access from any device.

Partnership for the Long Term

Our relationships extend far beyond commissioning. Mesotech systems are designed for **24/7/365 operation**, with proven uptime records and ongoing support measured in decades, not months.

“Mesotech's logistics and technical support have been the best I've experienced in 22 years as a Radar & Airfield Weather Systems technician.”

— *USAF Feedback*

Airport Weather Advisor® Core Capabilities

Comprehensive, automated weather intelligence for safe flight operations with scalable sensor suite from AWOS A/V to IVZ.

System Performance

- One-minute observation updates
- Automated **METAR** generation & dissemination

- **Voice broadcast** via radio frequency
- **Remote workstation/display** option for local operations monitoring
- **Custom operator views** and dashboards for real-time situational awareness
- **Remote diagnostics** and proactive alerts to minimize downtime

Integration & Reporting

- Compatible with **FAA NADIN**, **telephonic**, **UHF**, and **Weather Cam** networks
- **AWOS Live** cloud platform access (mobile + desktop)
- ATIS integration support
- Custom **data feeds and integrations** available
- **Historical data access** for operational analysis
- Configurable **notifications and system health alerts**

Note: Not all integrations are standard. Please contact us for a technical review and quote to confirm specific requirements and available integrations.



SUPPORTING YOUR MISSION

Reliable systems require reliable support. From installation through decades of operation, Mesotech provides comprehensive support designed to keep your AWOS system performing at peak reliability.

AWOS Live Support Options

The next-generation cloud platform for AWOS. AWOS Live is a secure, mobile-friendly platform that brings Airport Weather Advisor® to your fingertips, anywhere in the world. More than just data access, AWOS Live enables our remote support engineers to connect directly to your system—diagnosing and resolving issues without requiring an on-site visit, reducing downtime and service costs.

AWA® AWOS Live Standard – Cloud Enabled Support

Essential cloud access and factory support included for life:

Included Features

- Real-time internet data display with custom website URL
- Current and historical METAR access from anywhere
- Mobile-friendly platform for on-the-go monitoring

Factory Support

- Phone, email, and videoconference support
 - Response within 24 hours (business hours)
 - Direct access to Mesotech technical team
-

AWA® AWOS Live Premium Option – Proactive Monitoring & Priority Support

Minimize downtime with proactive system management and priority response:

Proactive Monitoring

- Real-time system health monitoring by Mesotech helpdesk during business hours
- Proactive outage response—we often identify and address issues before you notice them
- Premium AWOS Live features including automated system health notifications

Priority Support

- Dedicated support engineer assigned within 1 hour of support requests (business hours)
- Direct access to factory technical expertise
- Coordination with your Maintainer of Record for one-trip resolution
- Remote maintenance and diagnostics using Mesotech's Factory Support Client

Peace of Mind

- Reduced downtime through early detection and rapid response
 - Expert oversight of your system's performance
 - Support from engineers who designed and built your equipment
-

AWA® Weather Camera Option – Visual Weather Confirmation

Integrated HD Imagery

- 180-degree HD camera integrates with your AWOS system and AWOS Live
- Live visuals displayed alongside current and historical METARs
- Real-time conditions at a glance

Pilot Accessibility

- Full integration with FAA Weather Cams official site
 - Feeds images directly to ForeFlight in the cockpit
 - Visual confirmation of ceiling, visibility, and precipitation before departure or approach
-

RapidShip AWOS Parts Exchange Option – Minimize Downtime

Keep your system operational with rapid access to genuine components and predictable costs:

Priority Access

- Guaranteed access to genuine Mesotech components when you need them
- Pre-positioned inventory ready to ship immediately
- No waiting for parts procurement or lead times

Streamlined Process

- Receive replacement parts first, return failed components later
- Faster system restoration with less administrative burden

Predictable Budgeting

- Fixed annual cost—eliminate surprise parts expenses
 - Easy planning and cost control
-

#20260521-180913460

QUOTE

Issued
May 21, 2026
Expires
June 13, 2026

Ref: Statewide Price Agreement #: 40-00000-24-00088 Amend One

Products & Services	Quantity	Unit price	Price
Airport Weather Advisor® Model AWA-30PT FAA Type-Certified AWOS IIPT System • Data Collection Platform Pro • Central Processing Station • Airport Weather Advisor® Software • Technical Manual Set • Altimeter Barometer Kit • Mechanical Wind Sensor Kit • Temp/RH Sensor Kit • Rain Gauge Kit • Ceilometer Kit • Visibility and Precipitation Identification Sensor Kit • Thunderstorm Sensor Kit • Ground to Air Transmitter, Voice Report radio broadcast • Telephony Kit, Voice Reports via Telephone	1	\$119,088.00	\$119,088.00
Communications Kit, UHF Data Radios Wireless UHF radio link between outdoor	1	\$0.00	\$0.00

Products & Services	Quantity	Unit price	Price
DCP and indoor CPS.			
Includes			
• Radios			
• Antenna			
• Mounting hardware			
• Cables			
Hardware replacement kit for existing AWOS, Type V	1	\$0.00	\$0.00
Hardware kit to install Airport Weather Advisor® system using existing tower, pads, and conduit. Kit includes:			
• Wind sensor crossarm kit			
• Equipment mounting kit			
• Conduit adaptation kit			
Expedited Shipping & Handling	1	\$2,000.00	\$2,000.00
Delivery to airport location			
One-time subtotal			\$121,088.00
Total			\$121,088.00

Installation & Commissioning

Mesotech manages the entire process—from **order to operational**—to ensure a seamless deployment and certified performance.

Seamless deployment with expert support:

Pre-Installation

- Site survey available and preparation guidance
- Equipment staging and logistics coordination
- FAA & FCC coordination and documentation support

Installation

- Factory-certified installation team or authorized contractor
- Complete system integration and calibration
- Comprehensive on-site testing and validation

Commissioning

- FAA flight check coordination
- System certification and approval support
- Operator training on system and AWOS Live platform

Timeline

- Typical installation: 3-5 days on-site
- FAA commissioning: 30-90 days (varies by location and FAA workload)
- We manage the entire process from order to operational

TERMS

Payment Terms

Net 30 Upon Credit Approval

3% surcharge applies for all credit card payments

Prices do not include sales, and local taxes, which will be added to the invoice if Applicable

Shipping

FOB Destination:

Delivery

Equipment: 30 days ARO

Installation: 90-120 days ARO (lead time depends on FAA project approval)

Destination: USA

These Commodities are licensed for the ultimate destination shown. Diversion contrary to US laws is prohibited.

Mesotech's Terms of Sale - [View](#)

Next Steps

Mesotech is ready to deliver the reliability, precision, and partnership your operation deserves. Upon acceptance of this proposal, our team will finalize scheduling, documentation, and equipment readiness to align with your project timeline.

Let's build a partnership that keeps your operations safe and efficient for decades to come.

Signature

By signing this quotation, you represent that you read, understand, and agree to the terms of this quotation and Mesotech's Terms of Sale available at this [link](#) and that you are authorized to execute this contract on behalf of the purchasing organization.

Ronald L. Sena
ronaldsena@ruidoso-nm.gov

[sig|req|signer1]



Sierra Blanca Regional (KSRR) Commissioning & Options

#20260521-205510120

Prepared for

Village of Ruidoso

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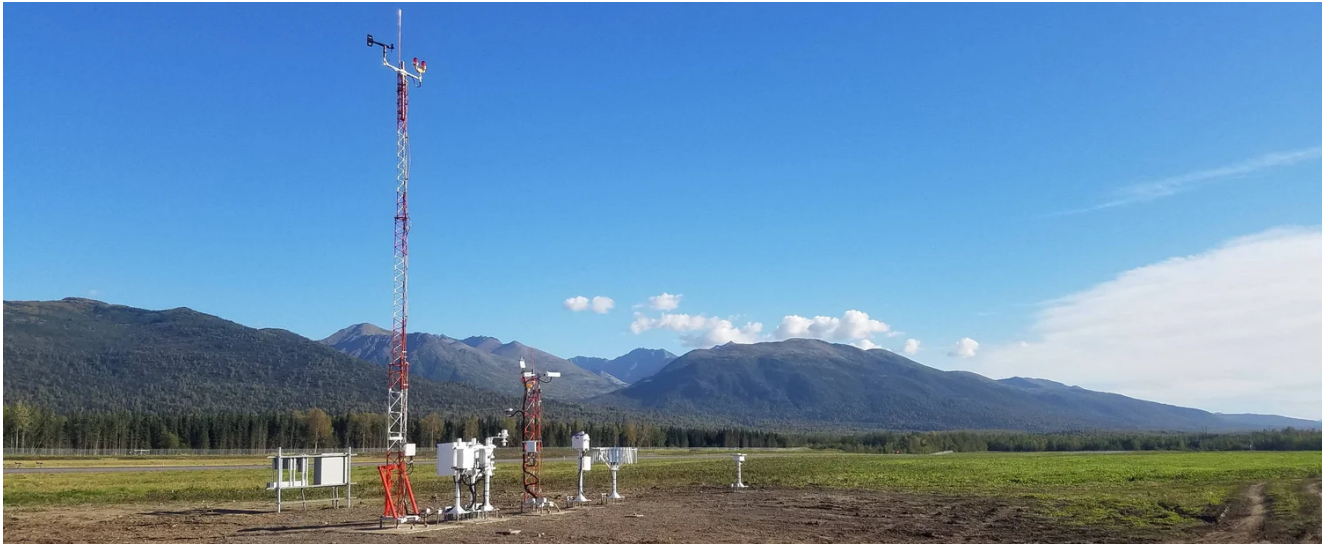
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-

#20260521-205510120

QUOTE

Issued
May 21, 2026
Expires
June 13, 2026

Includes GRT on Labor

Products & Services	Quantity	Unit price	Price
Airport Weather Advisor® Commissioning Services On-site startup, calibration, testing, and commissioning of the Airport Weather Advisor® (AWA®) System. Assumes all structures, utilities, and infrastructure are fully installed, compliant, and ready prior to Mesotech mobilization. Includes: • System startup and configuration • Sensor calibration and verification • End-to-end system testing and validation • Data output verification (VHF, network, optional integrations) • Commissioning support and documentation • Placement of sensors onto existing towers/masts/mounts Excludes: • Structural assembly of towers or masts • Civil works (excavation, concrete,	1	\$16,000.00	\$16,000.00

Products & Services	Quantity	Unit price	Price
grounding, etc.) - Electrical work (wiring, terminations, service installation, etc.) - Installation of conduits, cabling, or infrastructure - Permitting or construction-related activities - Direction or supervision of contractor means and methods All activities are performed on a non-construction, manufacturer support basis and are limited to AWOS equipment-level work only. Where other trades or contractors are needed to complete a project, Mesotech may coordinate with the owner or their designated contractors solely to facilitate its own contracted work. Such coordination does not imply responsibility for others' work, overall project completion, or any general contracting role.			
OPTION: AWA Outdoor UPS Outdoor UPS capable of supplying power to AWOS for at least 1 hour	1	\$2,950.00	\$2,950.00
OPTION: Weather Camera Add-On (One time fee) Real-time visual weather confirmation integrated into AWOS Live and on the FAA's Weather Camera Network. Requires 5-year AWOS Live Premium Subscription	1	\$2,500.00	\$2,500.00

One-time subtotal	\$21,450.00
Ruidoso 26-112 GRT 8.1875% on labor ONLY	\$1,310.00
Total	\$22,760.00

Installation & Commissioning

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Seamless deployment with expert support:

Pre-Installation

- Site survey available and preparation guidance
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- We manage the entire process from order to operational

TERMS

Payment Terms

Payment with order

3% surcharge applies for all credit card payments

Prices do not include sales, and local taxes, which will be added to the invoice if Applicable

Shipping

FOB Destination:

Delivery

30-60 days ARO

Destination: USA

These Commodities are licensed for the ultimate destination shown. Diversion contrary to US laws is prohibited.

Mesotech's Terms of Sale - [View](#)

Next Steps

Mesotech is ready to deliver the reliability, precision, and partnership your operation deserves.

Upon acceptance of this proposal, our team will finalize scheduling, documentation, and equipment readiness to align with your project timeline.

Let's build a partnership that keeps your operations safe and efficient for decades to come.

Signature

By signing this quotation, you represent that you read, understand, and agree to the terms of this quotation and Mesotech's Terms of Sale available at this [link](#) and that you are authorized to execute this contract on behalf of the purchasing organization.

Ronald L. Sena

ronaldsena@ruidoso-nm.gov

[sig|req|signer1]



Mesotech AWOS OWNERSHIP

Supported for the Long Run

AWOS performance doesn't end at installation, it begins there. Airports consistently tell us the biggest surprises come after commissioning: ongoing support, maintenance complexity, and true cost of ownership. Mesotech is different. Our responsive, customer-focused team and enhanced support programs are designed to simplify ownership, reduce lifecycle costs, and keep your system reliable year after year.

How Mesotech increases reliability and lowers ownership costs

All AWOS installations require FAA-mandated triannual maintenance to remain compliant and operational. Airports should plan for routine inspections, preventive maintenance, and occasional corrective service as part of normal system ownership.

Mesotech's support programs shift this from reactive to proactive—using remote diagnostics and enhanced maintainer tools, communication, and collaboration to increase uptime, resolve many issues without site visits, and reduce unscheduled service events.

RapidShip AWOS Parts Program

Provides subscribers with guaranteed 3-business-day delivery of factory-refurbished replacement components for Airport Weather Advisor® AWOS systems at no additional cost—functioning as an extended warranty that protects your investment.

AWOS Live Premium

Mesotech technicians identify and resolve potential issues before they impact your operations. This proactive approach significantly reduces the need for on-site diagnostic visits, minimizing downtime and maximizing system reliability.

Flexible Maintenance Options

Stay compliant and confident with Mesotech's flexible maintenance paths. Airports can rely on our certified service partners for full maintenance coverage or train their own maintainers through Mesotech's hands-on program. Tailored support for any airport environment.

**THE RESULT: MORE RELIABLE OPERATIONS AND
PREDICTABLE, BUDGEABLE SUPPORT COSTS.**



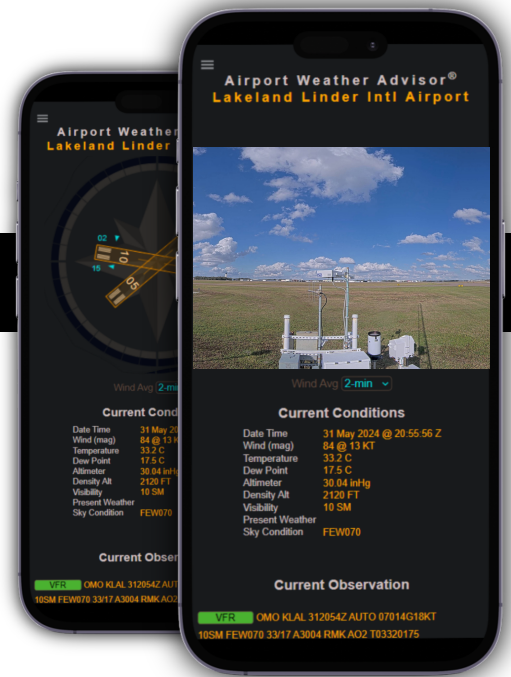
HAVE QUESTIONS ABOUT MESOTECH?
Scan here to book a consultation with an AWOS expert.

MESOTECH
INTERNATIONAL

AWOS LIVE PREMIUM

Premium Support with Proactive Remote Monitoring:

Mesotech's AWOS Live is a first of its kind platform secure, cloud-enabled technology that transforms AWOS management. It boosts uptime, minimizes disruptions, and delivers tools and support beyond traditional solutions. With real-time visibility, proactive management, and remote support, AWOS Live keeps your airport's weather operations reliable and efficient.



- ✓ **TRUE SITUATIONAL AWARENESS**
See system health, data flow, and sensor performance from anywhere.
- ✓ **PROACTIVE MONITORING**
Mesotech monitors performance in real time and alerts when action is needed
- ✓ **STREAMLINED OWNERSHIP**
Cloud connectivity enables faster diagnostics and priority support.
- ✓ **UNLOCKING NEW CAPABILITIES**
RapidShip AWOS Parts Exchange and Weather Cameras
- ✓ **LOWER LIFETIME COSTS**
Predictable support, fewer emergency repairs, and reduced downtime lower total cost of ownership over the life of your AWOS.

Key Features

- **Custom Website URL:** Your airport's dedicated hub for weather data
- **Real-Time Data Streaming:** Access up-to-the-second weather updates from any device
- **NOTAM Integration:** View active Notices to Airmen
- **Nearby Airport Observations:** Reference weather data from surrounding locations
- **Weather Camera Integration:** Optional feature to visualize real-time conditions
- **Premium System Health Notifications:** Stay updated with system health updates
- **Priority Support Access:** A dedicated support engineer will be assigned within 1 hour of your request (business hours)
- **Proactive Monitoring:** Mesotech's helpdesk monitors your system's health and responds to potential outages proactively
- **Enhanced Remote Assistance:** Mesotech's cloud-enabled Factory Support for in-depth troubleshooting and diagnostics



HAVE QUESTIONS ABOUT MESOTECH?
Scan here to book a consultation with an AWOS expert.

MESOTECH
INTERNATIONAL

Mesotech AWOS WEATHER CAMERAS

Enhance Aviation Safety with Mesotech's AWOS Weather Camera

When it comes to aviation safety, real-time awareness is paramount. Mesotech's AWOS Weather Camera combines cutting-edge technology with strategic placement to provide unparalleled visibility for pilots, airport operators, and ground crews. It combines textual and graphical AWOS data with a visual confirmation in real time in one convenient place - AWOS Live.

Enhanced Awareness

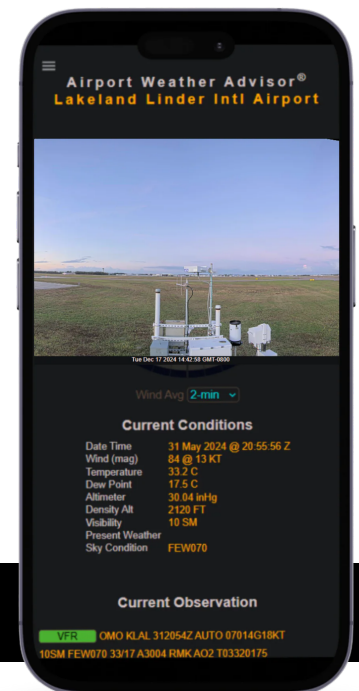
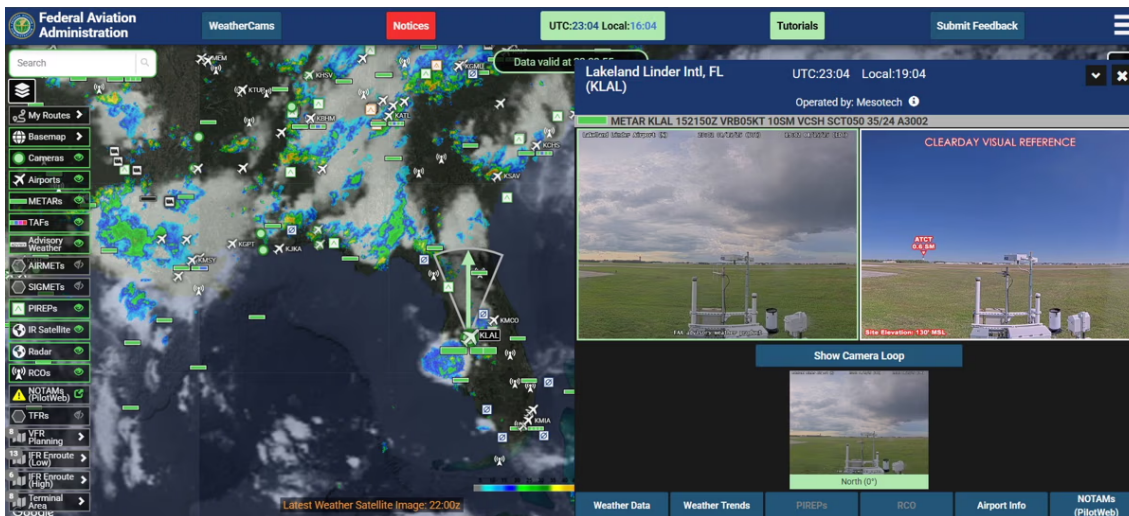
HD weather imagery enhances safety with instant visual confirmation.

Integrated Design

Strategically placed on AWOS for optimal visibility, power, and data access.

Hassle-Free Ownership

Simplified upkeep during routine AWOS servicing. Mesotech handles installation, data, and dissemination.



Available on AWOS Live and the FAA Weather Camera Network

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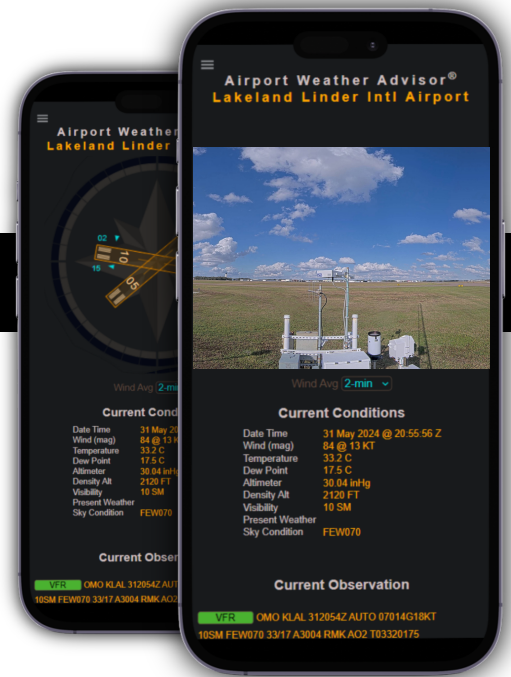
HAVE QUESTIONS ABOUT MESOTECH?
Scan here to book a consultation with an AWOS expert.

MESOTECH
INTERNATIONAL

AWOS LIVE PREMIUM

Premium Support with Proactive Remote Monitoring:

Mesotech's AWOS Live is a first of its kind platform secure, cloud-enabled technology that transforms AWOS management. It boosts uptime, minimizes disruptions, and delivers tools and support beyond traditional solutions. With real-time visibility, proactive management, and remote support, AWOS Live keeps your airport's weather operations reliable and efficient.



TRUE SITUATIONAL AWARENESS

See system health, data flow, and sensor performance from anywhere.



PROACTIVE MONITORING

Mesotech monitors performance in real time and alerts when action is needed



STREAMLINED OWNERSHIP

Cloud connectivity enables faster diagnostics and priority support.



UNLOCKING NEW CAPABILITIES

RapidShip AWOS Parts Exchange and Weather Cameras



LOWER LIFETIME COSTS

Predictable support, fewer emergency repairs, and reduced downtime lower total cost of ownership over the life of your AWOS.

Key Features

- **Custom Website URL:** Your airport's dedicated hub for weather data
- **Real-Time Data Streaming:** Access up-to-the-second weather updates from any device
- **NOTAM Integration:** View active Notices to Airmen
- **Nearby Airport Observations:** Reference weather data from surrounding locations
- **Weather Camera Integration:** Optional feature to visualize real-time conditions
- **Premium System Health Notifications:** Stay updated with system health updates
- **Priority Support Access:** A dedicated support engineer will be assigned within 1 hour of your request (business hours)
- **Proactive Monitoring:** Mesotech's helpdesk monitors your system's health and responds to potential outages proactively
- **Enhanced Remote Assistance:** Mesotech's cloud-enabled Factory Support for in-depth troubleshooting and diagnostics



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INTERNATIONAL

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 2.

To:

Presenter(s): Joshua Long, Assistant Public Works Director
Levi Beaty, Public Works Director

Meeting Date: May 28, 2026

Re: Discussion & Possible Action on Multi-Award, ITB #2026-006B for
Aggregates to Aggregate Technologies, LLC and Roper Construction, INC.

Item Summary:

Discussion & Possible Action on Multi-Award, ITB #2026-006B for Aggregates to Aggregate Technologies, LLC and Roper Construction, INC.

Financial Impact:

Department who utilize agreements must have funds available in their budgeted department line items.

Item Discussion:

The Village of Ruidoso Street Department went out for solicited competitive bids for Aggregates for use by the Street Department, Water Department, & other village departments. This gives the village two options to purchase aggregates for projects within the village. This will help with delivery issues, vendor not having materials needed, or one vendor having a preferred material needed. The Street department uses several kinds of aggregates in our asphalt operations and good quality aggregates is key in producing asphalt that will last with minor maintenance to the roadway.

Recommendations:

To Approve Multi-Award, ITB #2026-006B for Aggregates to Aggregate Technologies, LLC and Roper Construction, INC.

ATTACHMENTS:

[ITB 2026-005B Bid Report.pdf](#)

[ITB 2026-005B Bid Opening Summary.pdf](#)

BID REPORT	
Invitation To Bid Title	Aggregates
ITB Number	2026-005B
Date of Report	5/14/2026
Budgeted Line Item	216-080-51120
Budgeted Amount	\$350,000 – Approximately
Author	Christy Coker, Purchasing Agent
Phone – Email	575-258-4343 Ext. 1081 purchasing@ruidoso-nm.gov

The purpose of this report is to concisely summarize the activity and recommendations of the BID process. The Bid Report will be:

- ☐ written by the purchasing lead or designee,
- ☐ approved by the requesting department,
- ☐ signed by the requesting department,
- ☐ And become part of the procurement file.

Section 1. ITB SCOPE OF SERVICES

The purpose of the Invitation to Bid (ITB) is to solicit competitive sealed bids for the procurement of Aggregates for the Village of Ruidoso.

The Village is conducting a multiple-award ITB. It is anticipated that the awards under this ITB will result in a contract that will be for an initial term of one-year with the option to renew for up to three (3) additional one-year terms.

A full description of the scope of work is located in Appendix J of the RFP.

Section 2. SUMMARY OF BID DEVELOPMENT PROCESS

The Assistant Public Works Director, Josh Long developed the bid specifications for this procurement.

Legal Ads were placed in three (3) newspapers: Ruidoso News on 4/23/26, Las Cruces Sun News and the Albuquerque Journal on 4/23/26.

Five (5) contractors drew down on the ITB from the Village of Ruidoso website.

No pre-bid conference was held.

One (1) potential bidders submitted the Acknowledgement of Receipt forms indicating their intent to submit a bid: Roper Construction, INC.

Two (2) addenda were issued for change of submittal due date, the reversal of due date change, and the deadline extension for written questions.

Bid Submission Deadline was 5/14/2026 at 3:00 pm.

Section 3. SUMMARY OF BID OPENING:

Two (2) bids were received:
Roper Construction, INC. and AGGTEC, LLC

Section 6. SUMMARY OF AWARD RECOMMENDATION

Roper Construction, INC and AGGTEC, LLC. submittals was very well prepared and met all requirements of this procurement. Recommend the award of ITB 2026-005B for Aggregates to Roper Construction, INC and AGGTEC, LLC.

ITB #2026-006B Aggregates Bid Opening 5/14/2026 @ 3:00 PM Local Time					Bidder's Name <i>RPR</i>		Bidder's Name <i>Agg Tech</i>		Bidder's Name	
Bid Schedule					Unit Price	Total	Unit Price	Total	Unit Price	Total
Item #	Description	Unit of Measurement								
1	Concrete Asphalt Aggregate NMSHTD Grading "B"	Ton								
	a) Course Aggregates				28.00		28.75			
	b) Intermediate Aggregate				38.00		39.90			
	c) Sandy Filler				34.75		21.5			
2	Concrete Asphalt Aggregate NMSHTD Grading "C"	Ton								
	a) Intermediate Aggregate				38.00		39.90			
	b) Sandy filler				34.75		26.75			
3	Base course NMSTD Class 1B	Ton			22.95		24.00			
4	Bituminous Surface Treatment Sealcoat Materials NMSHTD Requirements									
	a) 1/2" Chips				36.00		37.90			
	b) 3/8" Chips				38.00		39.90			
	c) Sand Seal Aggregates				10.80		26.75			
5	3/8" Hot Mix Filler	Ton			38.00		26.75			
6	Asphalt Sand	Ton			40.00		39.90			
7	Class "A" Rip-Rap Rock	Ton			46.00		68.00			
Subtotal					\$0.00		\$0.00		\$0.00	
NMGRT (8.1875%)					\$0.00		\$0.00		\$0.00	
Total					\$0.00		\$0.00		\$0.00	
A	Signed Cover Page of ITB				Pass/Fail		Pass/Fail		Pass/Fail	
B	Signed Letter of Transmittal Form (Appendix B)				Pass/Fail		Pass/Fail		Pass/Fail	
C	Completed Cost Response Form (Appendix C)				Pass/Fail		Pass/Fail		Pass/Fail	
D	Other Supporting Material (if applicable)				Pass/Fail		Pass/Fail		Pass/Fail	
E	Options, Exceptions, or Variations (Appendix D)				Pass/Fail		Pass/Fail		Pass/Fail	
F	Affidavit of Non-Collusion (Appendix E)				Pass/Fail		Pass/Fail		Pass/Fail	
G	New Mexico Preference Certificate (Appendix F)				Pass/Fail		Pass/Fail		Pass/Fail	
H	Compliance with Regulatory Agencies (Appendix G)				Pass/Fail		Pass/Fail		Pass/Fail	
I	Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix H)				Pass/Fail		Pass/Fail		Pass/Fail	
J	Campaign Contribution Disclosure Form (Appendix I)				Pass/Fail		Pass/Fail		Pass/Fail	
K	Executed Bid Bond (Appendix K)				Pass/Fail		Pass/Fail		Pass/Fail	
L	Signed Addendum 1				Pass/Fail		Pass/Fail		Pass/Fail	
M	Signed Addendum 2				Pass/Fail		Pass/Fail		Pass/Fail	
N	NM Resident Preference (8% Deduction)				Pass/Fail		Pass/Fail		Pass/Fail	
O	NM Veterans Preference (10% Deduction)				8.90		8.90			

AGENDA MEMORANDUM

Village of Ruidoso

AGENDA ITEMS - 3.

To:

Presenter(s): Joshua Long, Assistant Public Works Director
Levi Beaty, Public Works Director

Meeting Date: May 28, 2026

Re: Discussion and Possible Action on Multi-Award Agreements with Aggregate Technologies, LLC and Roper Construction, INC for Aggregates Awarded through ITB #2026-006B.

Item Summary:

Discussion and Possible Action on Multi-Award Agreements with Aggregate Technologies, LLC and Roper Construction, INC for Aggregates Awarded through ITB #2026-006B.

Financial Impact:

Department who utilize agreements must have funds available in their budgeted department line items.

Item Discussion:

The Street department solicited competitive bids for aggregates with two responsive bids turned in. At this time we would like to approve agreements with both vendors Aggregate Technologies and Roper Construction to provide aggregates for the Village of Ruidoso.

Recommendations:

To Approve Multi-Award Agreements with Aggregate Technologies, LLC and Roper Construction, INC for Aggregates Awarded through ITB #2026-006B.

ATTACHMENTS:

[ITB #2026-005B AGGTEC Contract.pdf](#)

[ITB #2026-005B Roper Contract X.pdf](#)

CONTRACT FOR GOODS AND SERVICES ITB # 2026-005B

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Aggregate Technologies, LLC, 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

Department: Purchasing

ATTN: Procurement Manager

Street: 313 Cree Meadows Drive

City, State, Zip: Ruidoso, NM 88345

Phone: 575-258-4343

Email: purchasing@ruidoso-nm.gov

Contractor Name: Aggregate
Technologies, LLC

ATTN: Jason Penney

Title: Materials Manager

Street: PO Box 289

City, State, Zip: Alamogordo, NM
88311

Phone: 575-430-3046

Cell : 575-437-2995

Email: contracting@aggteccllc.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 ITB #2026-005B – 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. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

- C. "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 shall not be added to the Products and Services Schedule.
- D. "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 J and 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 approved purchase order dollar amounts including New Mexico gross receipts tax. **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 a 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 VILLAGE.** 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. Payment & Performance Bonds. Not Applicable. The Parties agree there is no Payment & Performance Bonds.

4. **Term.**

This agreement shall be effective from 5/27/2026 through 5/26/2027 and will have three (3) one-year options to renew, 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
 - 1. the Contractor is not a councilor;
 - 2. the Contractor is not a member of a councilor's family;
 - 3. the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or
 - 4. 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. 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 PE10249 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 subcontractors 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.

24. 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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **Commercial Warranty.**

RESERVED

30. **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.

31. **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.

32. **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.

33. **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:

Jason Penney

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.

34. **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.

35. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

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 a 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:

Lynn D. Crawford, Mayor

Date

ATTEST:

Yvonne Vigil, Village Clerk

CONTRACTOR: AGGTEC, LLC.



Jason Penney, Materials Manager
5-18-26

Date



INVITATION TO BID (ITB)

ITB Name: **Aggregates**

ITB Number: **2026-005B** NIGP Commodity Code: **74505**

Bids Due No Later Than:

Date: **May 14, 2026** Time: **3:00 pm local time**

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 ITB please contact:

Procurement Manager: Christy Coker

Telephone No.: **575-258-4343**

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: Aggregate Technologies, LLC. Address: PO Box 289
DBA (if applicable): AGGTEC, LLC. Alamogordo, NM 88311
Co. Email: contracting@aggteccllc.com Co. Phone No. 575-437-2995
NM Gross Receipts Tax # (CRS): 02-279231-00-7 Federal Tax ID #: 85-0428095
Payment terms: net 30 (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

Authorized Signature:  Print or Type Name: Jason Penney
Signatory Email: jasonpenney@mesaverdeinc.com Phone No.: 575-430-3046

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address, the bid number, title, 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 specifications set forth in this document, and any additional bidding instructions or requirements issued by the Village of Ruidoso.

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

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

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to 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 L.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by **May 14, 2026**. Only potential Bidders who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Bidder written questions and the written responses to those questions as well as ITB addenda, if any are issued.

FIRM: Aggregate Technologies, LLC.

REPRESENTED BY: Jason Penney

TITLE: Materials Manager PHONE NO.: 575-437-2995

E-MAIL: jasonpenney@mesaverdeinc.com FAX NO.: 575-437-8358

ADDRESS: PO Box 289

CITY: Alamogordo STATE: NM ZIP CODE: 88311

SIGNATURE:  DATE: 5-13-26

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.

Return completed form to:

Christy Coker, Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Phone: (575) 258-4343, Ext. 1045

APPENDIX B - LETTER OF TRANSMITTAL FORM

ITB#: 2026-005B Aggregates

Bidder Name: Aggregate Technologies, LLC FED ID#: 85-0428095

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:

Aggregate Technologies, LLC. dba AGGTEC, LLC.

PO Box 289

Alamogordo, NM 88311

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

Name: Jason Penney

Title: Materials Manager

E-Mail Address: jasonpenney@mesaverdeinc.com Telephone Number: 575-437-2995

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

Name: Jason Penney

Title: Materials Manager

E-Mail Address: jasonpenney@mesaverdeinc.com Telephone Number: 575-437-2995

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

Name: Jason Penney

Title: Materials Manager

E-Mail Address: jasonpenney@mesaverdeinc.com Telephone Number: 575-437-2995

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:

ITB #2026-005B
Aggregates

APPENDIX B – PAGE 2

NAME OF SUBCONTRACTOR	WORK TO BE DONE
(If no subcontractors are to be used, put "N/A")	

N/A	

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 (if any.)

N/A	

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

 X I hereby acknowledge receipt of the following addenda to this ITB (if applicable):

Addendum # 01 Dated: May 4, 2026 Addendum # Dated:

Addendum # 02 Dated: May 5, 2026 Addendum # Dated:



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

5-14-26

Date

APPENDIX C – COST RESPONSE FORM – Page 1

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 8% or 10% less for the purposes award consideration, at the discretion of the Village.

In submitting this Bid, the Bidder represents, that:

1. The Bidder has examined all bidding documents and acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the Village of Ruidoso.
5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
6. The Bidder certifies by submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

APPENDIX C – COST RESPONSE FORM - Page 2

Vendor is to supply Aggregates on a Village wide basis in accordance with the specifications as set forth in Appendix J – Scope of Work.

Item#	Unit of Measurement	Description	Unit Price	Total
1	Ton	Concrete Asphalt Aggregate NMSHTD Grading “B”		
		a) Course aggregate	28.75	28.75
		b) Intermediate Aggregate	39.90	39.90
		c) Sandy Filler	26.75	26.75
2	Ton	Concrete Asphalt Aggregate NMSHTD Grading “C”		
		a) Intermediate Aggregate	39.90	39.90
		b) Sandy Filler	26.75	26.75
3	Ton	Base Course NMSTD Class 1B	24.00	24.00
4	Ton	Bituminous Surface Treatment Sealcoat Materials NMSHTD requirements		
		a) 1/2” Chips	37.90	37.90
		b) 3/8” Chips	39.90	39.90
		c) Sand Seal Aggregates	26.75	26.75
5	Ton	3/8” Hot Mix Filler	26.75	26.75
6	Ton	Asphalt Sand	39.90	39.90
7	Ton	Class “A” Rip-Rap Rock	68.00	68.00
Total				425.25

Delivery Terms: All desired products will be ordered by Owner and shall be delivered to the desired location, on an *as needed* basis.

(Amount shall be exclusive of gross receipts tax. Any applicable gross receipts tax may be charged at the time of billing and shall be listed as a separate line item on the invoice.)



CAPABILITY STATEMENT

Aggregate Technologies, LLC. dba AGGTEC

Past Performance

- NMDOT - Hondo Mill and Inlay (105,00 tons asphalt, 12,000 tons OGFC, 1100 tons base course)
- Holloman AFB - Repair Irrigation Part 2 (857 tons base course, 307 tons Franklin Red, 146 tons Desert Tan)
- USACE - FY18 Hazardous Cargo Pad and Taxiway (13,000 cy concrete, 31,000 tons base course, 5,600 tons asphalt)
- USACE - McKinley Flood Channel (20,000 cy concrete)
- Holloman AFB - Repair Asphalt Pavements Rwy 16-34 (43,000 tons asphalt, 7,000 tons base course)
- Holloman AFB - Repair Concrete, Rwy 16 Touchdown (12,000 cy concrete, 13,000 tons base course)

- Aggregate Material Supplier
- Four NRMCA Certified Concrete Plants
- Two Asphalt Plants
- Portable Crushing Operation

DUNS 177265092

Cage Code 7Z7M8

NAICS: 327320, 212312,
212321, 324121, 327331,
423390

USDOT 2209001

P.O. Box 289
Alamogordo, NM 88311
Phone: 575-437-0047
www.aggtecllc.com



APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. **Please check one option, sign below and return with your bid.**

_____ THERE **ARE** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO ITB 2026-005B" and include with bid.

X_____ THERE **ARE NO** OPTIONS, EXCEPTIONS, OR VARIATIONS. The products and/or services offered on this Invitation to Bid meet or exceed all Specifications, Terms, and Conditions set forth without exceptions. I understand products or services not meeting all Specifications, Terms, and Conditions may be cause for rejection of the item or service, of a bid in its entirety, or may result in cancelation of any awarded contract, project or task.


Signature

Jason Penney, Materials Manager
Printed Name and Title

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the _____ Materials Manager _____ (title) of _____ Aggregate Technologies, LLC. _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I further state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
- 2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) This firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.



Authorized Signature

5-14-26

Date

Jason Penney

Printed Name

APPENDIX F – NEW MEXICO PREFERENCE CERTIFICATION

Aggregate Technologies, LLC. (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

- ☐ This business does not have a qualifying New Mexico Preference Certification.
- ☒ This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification **(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

 5-14-26
(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

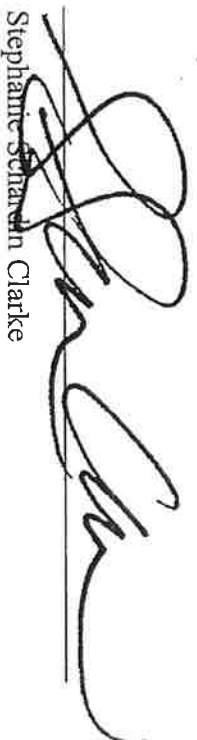
Issued to: AGGREGATE TECHNOLOGIES, LLC

DBA: AGGREGATE TECHNOLOGIES, LLC
PO BOX 289
ALAMOGORDO, NM 88311-0289

Expires: **24-Jul-2026**

Certificate Number:

L0750019184



Stephanie Schanahan Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

APPENDIX G - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? ☒ Yes ☐ No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? ☒ Yes ☐ No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name Jason Penney Title Materials Manager

Signature  Date 5-14-26

APPENDIX H- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

Have not within a three year period preceding this bid been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be grounds for rejection of this bid or termination of the award. Under 18 USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Jason Penney, Materials Manager

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

5-14-26

Date

APPENDIX I- 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 filled in 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.

ITB #2026-005B

Aggregates

"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

5/14/26
Date

CFO
Title (Position)

ITB #2026-005B
Aggregates
APPENDIX K – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Aggregate Technologies, LLC, hereinafter called the "Principal," as Principal, and Western Surety Company, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Village," in the sum of five percent (5%) of Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The CONDITION OF THE ABOVE OBLIGATED IS SUCH THAT, WHEREAS, Principal has submitted a Bid for:

Aggregate for Village of Ruidoso

NOW, THEREFORE, if the Village shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Village in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS OF WHEREOF, we have hereunto set our hands this 14th day of May, 2026.

PRINCIPAL:

SURETY:

Aggregate Technologies, LLC

Name of firm

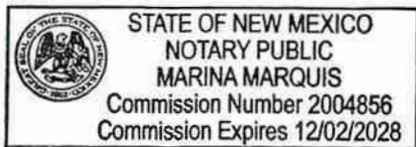

Signature

Derek M Jones

Printed Name

President

Title





Western Surety Company

Name of firm


Signature

Debra Martinez

Printed Name

Attorney-in-Fact

Title

Address For Notices:

4333 Pan American Fwy NE

Albuquerque, NM 87107

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy Yeager, Gabriel A Portillo, Ryan Frederic Brennan, Debra Martinez, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of February, 2026.



WESTERN SURETY COMPANY

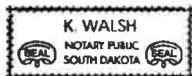
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of May, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITB #2026-005B

Aggregates

APPENDIX J – SCOPE OF WORK

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. Must respond within 24 hours to a call from the Village stating whether or not services can be provided within a specified time frame.
 - b. 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.
 - c. 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**

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates****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 Sized		Percent Passing
	I	II	OGBC
25 mm (1 in.)	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	--
75µm (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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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
Characteristics	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-180D	96%	None
Surface Tolerance	T.V. -10mm (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.

ITB #2026-005B**Aggregates**

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 ton or cubic yard). Remove, process, and place base course material will be measured by the ton or square yard. Base course testing by the Contractor will be measured by the lump sum. Placement of furnished base course will be measured by the ton or cubic yard.

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

304.6 BASIS OF PAYMENT.

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

Base course testing by the Contractor will be paid for at the lump sum contract price. Placement furnished base course material will be paid for at the contract unit price per ton or cubic yard.

ITB #2026-005B**Aggregates**

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 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 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 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.

ITB #2026-005B

Aggregates
Table 311.A

AGGREGATE GRADATIONS FRACTURED FACES

Sieve Size	Percent Passing
25 mm (1 in.)	100
19 mm (3/4 in.)	90-100
9 mm (3/8 in.)	20-55
4.75 mm (No. 4)	0-10
2 mm (No. 10)	--
75µm (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 matters shall be cleaned from the surface of the existing material.

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates**

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 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 yard.

311.5 BASIS OF PAYMENT.

311.51 Treated open-graded base course will be paid for at the contract unit price per square yard.

Payment will be made under:	
Pay Item	Pay Unit
Treated open-graded Base Course	Square Yard

ITB #2026-005B

Aggregates

APPENDIX J – SCOPE OF WORK

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. Must respond within 24 hours to a call from the Village stating whether or not services can be provided within a specified time frame.
 - b. 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.
 - c. 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**

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates****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 Sized		Percent Passing
	I	II	OGBC
25 mm (1 in.)	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	--
75µm (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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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
Characteristics	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-180D	96%	None
Surface Tolerance	T.V. -10mm (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.

ITB #2026-005B**Aggregates**

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 ton or cubic yard). Remove, process, and place base course material will be measured by the ton or square yard. Base course testing by the Contractor will be measured by the lump sum. Placement of furnished base course will be measured by the ton or cubic yard.

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

304.6 BASIS OF PAYMENT.

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

Base course testing by the Contractor will be paid for at the lump sum contract price. Placement furnished base course material will be paid for at the contract unit price per ton or cubic yard.

ITB #2026-005B**Aggregates**

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 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 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 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.

ITB #2026-005B

Aggregates

Table 311.A

AGGREGATE GRADATIONS FRACTURED FACES

Sieve Size	Percent Passing
25 mm (1 in.)	100
19 mm (3/4 in.)	90-100
9 mm (3/8 in.)	20-55
4.75 mm (No. 4)	0-10
2 mm (No. 10)	--
75µm (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 matters shall be cleaned from the surface of the existing material.

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates**

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 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 yard.

311.5 BASIS OF PAYMENT.

311.51 Treated open-graded base course will be paid for at the contract unit price per square yard.

Payment will be made under:	
Pay Item	Pay Unit
Treated open-graded Base Course	Square Yard

ITB #2026-005B**Aggregates****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.)				<u>100</u>
<u>25 mm (1 in.)</u>	<u>100</u>			<u>86-98</u>
<u>19 mm (3/4 in.)</u>	<u>80-98</u>	<u>100</u>		<u>70-90</u>
<u>12 mm (1/2 in.)</u>	<u>65-85</u>	<u>80-98</u>	<u>100</u>	<u>60-80</u>
<u>9.5 mm (3/8 in.)</u>	<u>55-75</u>	<u>70-90</u>	<u>70-98</u>	<u>50-70</u>
<u>4.75 mm (No. 4)</u>	<u>40-55</u>	<u>50-65</u>	<u>45-70</u>	<u>34-54</u>
<u>2 mm (No. 10)</u>	<u>30-40</u>	<u>32-45</u>	<u>30-50</u>	<u>22-42</u>
<u>425µm (No. 40)</u>	<u>10-20</u>	<u>10-22</u>	<u>15-25</u>	<u>8-22</u>
<u>75µm (No. 200)</u>	<u>3-7</u>	<u>3-8</u>	<u>4-8</u>	<u>3-7</u>

Note: See minus No. 200 (75µm) 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

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates****Table 420.B****RAP UNIFORMITY REQUIREMENTS**

Range of Test Results					
Percent RAP	9.5 mm (3/8 in.) and Larger	4.75 mm (No. 4) to 425µm (No. 40)	75µm (No. 200)	AC Content	AC PEN
Maximum (By Design) Up to 20%	0-10%	0-7%	0-5%	0-5%	0-15%
Up to 10%	0-20%	0-15%	0-8%	0-1%	0-30%
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

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates****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.

ITB #2026-005B**Aggregates**

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.
- 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

ITB #2026-005B**Aggregates**

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 dry weight 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.

ITB #2026-005B**Aggregates**

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. 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.

ITB #2026-005B**Aggregates**

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 weigh belt 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

ITB #2026-005B**Aggregates**

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 ensure 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.

ITB #2026-005B**Aggregates**

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 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

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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 75µm (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

ITB #2026-005B**Aggregates****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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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

Characteristics	Lower Spec. Limit	Upper Spec. Limit
Marshall Stability		
Classes A and D	8000 N (1800 lb.)	N/A
Classes B and C	7300 N (1640 lb.)	N/A
Marshall Flow	8	16
Stability/Flow Ratio, Classes A and D Only	900:1 (200:1)	N/A
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. Hydrated lime will be measured by the ton. Liquid anti-stripping agent will be measured by the ton. PMBP sampling and testing by the Contractor will be measured by the lump sum.

ITB #2026-005B**Aggregates**

420.62 When plant mix bituminous pavement is to be measured by the 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 ton or square yard. Bituminous material will be paid for at the contract unit price per ton. Hydrated lime will be paid for at the contract unit price per ton. Liquid Anti-stripping agent will be paid for at the contract price per ton. If no unit price for this Item is established in the Contract, liquid anti-stripping agent will be paid for at the certified Invoice cost plus 15%, subject to the restrictions stated in subsection **420.28**. PMBP sampling and testing by the Contractor will be paid for at the lump sum contract price.

Payment will be made under:	
Pay Item	Pay Unit
Plant-Mix Bituminous Pavement (PMBP)	Metric Ton (Ton)
Plant-Mix Bituminous Pavement (PMBP)	Square Meter (Square Yard)
Bituminous Material	Metric Ton (Ton)
Hydrated Lime	Metric Ton (Ton)
PMPB Sampling and Testing by the Contractor	Lump Sum
Liquid Anti-Stripping Agent	Metric Ton (Ton)

PMBP Sampling and Testing by the Contractor shall include providing all cut pavement samples and density testing.

420.72 When plant mix bituminous pavement by the square 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.

ITB #2026-005B**Aggregates****Table 420.D****PRICE ADJUSTMENT 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.

CONTRACT FOR GOODS AND SERVICES ITB # 2026-005B

THIS Agreement ("Agreement") is made by and between the Village of Ruidoso, hereinafter referred to as the "Procuring Agency", and Roper Construction INC., 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

Department: Purchasing

ATTN: Procurement Manager

Street: 313 Cree Meadows Drive

City, State, Zip: Ruidoso, NM 88345

Phone: 575-258-4343

Email: purchasing@ruidoso-nm.gov

Contractor Name: Roper Construction
INC.

ATTN: Ryan Roper

Title: President

Street: PO Box 969

City, State, Zip: Alto, NM 88312

Phone: 575-973-0440

Email: Ryan@Roper-nm.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 ITB #2026-005B – 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. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "Procuring Agency" means any state agency or local public body that enters into an Agreement to procure products or services.

- C. "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 shall not be added to the Products and Services Schedule.
- D. "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 J and 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 approved purchase order dollar amounts including New Mexico gross receipts tax. **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 a 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 VILLAGE.** 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. Payment & Performance Bonds. Not Applicable. The Parties agree there is no Payment & Performance Bonds.

4. Term.

This agreement shall be effective from 5/27/2026 to 5/26/2027 and will have three (3) one-year options to renew, 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
 - 1. the Contractor is not a councilor;
 - 2. the Contractor is not a member of a councilor's family;
 - 3. the Contractor is not a business in which a councilor or a councilor's family has a substantial interest; or
 - 4. 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. 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 PE10249 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 subcontractors 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.

24. 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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **Commercial Warranty.**

RESERVED

30. **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.

31. **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.

32. **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.

33. **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:

Ryan Roper

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.

34. **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.

35. Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

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 a 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:

Lynn D. Crawford, Mayor

Date

ATTEST:

Yvonne Vigil, Village Clerk

CONTRACTOR:

Contractor, Title

05.18.2026

Date



COPY

INVITATION TO BID (ITB)

ITB Name: **Aggregates**

ITB Number: **2026-005B** NIGP Commodity Code: **74505**

Return Bid To:

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

Bids Due No Later Than:

Date: **May 14, 2026** Time: **3:00 pm local time**

Formal Sealed Bid Opening:

Place: **Village of Ruidoso Council Chambers**

To occur immediately following due date/time

If you have questions regarding this ITB please contact:

Procurement Manager: **Christy Coker**

Telephone No.: **575-258-4343**

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: ROPER CONSTRUCTION, INC. Address: PO BOX 969

DBA (if applicable): _____ ALTO, NM 88312

Co. Email: RYAN@ROPER-NM.COM Co. Phone No. 575-973-0440

NM Gross Receipts Tax # (CRS): 03-058563-005 Federal Tax ID #: 20-3734510

Payment terms: NET 30 (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

Authorized Signature: _____

Print or Type Name: RYAN ROPER, PRESIDENT

Signatory Email: RYAN@ROPER-NM.COM

Phone No.: 575-973-0440

IMPORTANT – All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address, the bid number, title, 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 specifications set forth in this document, and any additional bidding instructions or requirements issued by the Village of Ruidoso.

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

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

APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to 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 L.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by **May 14, 2026**. Only potential Bidders who elect to return this form completed with the indicated intention of submitting a Bid will receive copies of all Bidder written questions and the written responses to those questions as well as ITB addenda, if any are issued.

FIRM: ROPER CONSTRUCTION, INC.

REPRESENTED BY: RYAN ROPER

TITLE: PRESIDENT PHONE NO.: 575-973-0440

E-MAIL: RYAN@ROPER-NM.COM FAX NO.: _____

ADDRESS: PO BOX 969

CITY: ALTO STATE: NM ZIP CODE: 88312

SIGNATURE:  DATE: 05.10.2026

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.

Return completed form to:

Christy Coker, Procurement Manager
313 Cree Meadows Drive, Ruidoso, NM 88345
Email: purchasing@ruidoso-nm.gov
Phone: (575) 258-4343, Ext. 1045

APPENDIX B - LETTER OF TRANSMITTAL FORMITB#: 2026-005B AggregatesBidder Name: ROPER CONSTRUCTION, INC. FED ID#: 20-3734510

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:ROPER CONSTRUCTION, INC.PO BOX 969ALTO, NM 88312**2. For the person authorized by the organization to contractually obligate on behalf of this Bid:**Name: RYAN ROPERTitle: PRESIDENTE-Mail Address: RYAN@ROPER-NM.COMTelephone Number: 575-973-0440**3. For the person authorized by the organization to negotiate on behalf of this Bid:**Name: RYAN ROPERTitle: PRESIDENTE-Mail Address: RYAN@ROPER-NM.COMTelephone Number: 575-973-0440**4. For the person authorized by the organization to clarify/respond to queries regarding this Bid:**Name: RYAN ROPERTitle: PRESIDENTE-Mail Address: RYAN@ROPER-NM.COMTelephone Number: 575-973-0440**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:

ITB #2026-005B
Aggregates

APPENDIX B – PAGE 2

NAME OF SUBCONTRACTOR

WORK TO BE DONE

(If no subcontractors are to be used, put "N/A")

NA

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 (if any.)

NONE

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

☒ I hereby acknowledge receipt of the following addenda to this ITB (if applicable):

Addendum # 01 Dated: 05.04.26 Addendum # 02 Dated: 05.05.26

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____


Authorized Signature

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

05.10.26
Date

APPENDIX C – COST RESPONSE FORM – Page 1

The representations herein are made under penalty of perjury. I hereby offer to the Village of Ruidoso the specified services at the price(s) bid and under the terms and conditions herein, attached, or incorporated by reference. Any bid submitted by a bidder with a qualifying, valid NM Preference will be considered at either 8% or 10% less for the purposes award consideration, at the discretion of the Village.

In submitting this Bid, the Bidder represents, that:

1. The Bidder has examined all bidding documents and acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. Bidder has given the Procurement Manager written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Procurement Manager is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or behalf of, any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the Village of Ruidoso.
5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
6. The Bidder certifies by submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

Aggregates

APPENDIX C – COST RESPONSE FORM - Page 2

Vendor is to supply Aggregates on a Village wide basis in accordance with the specifications as set forth in Appendix J – Scope of Work.

Item#	Unit of Measurement	Description	Unit Price	Total
1	Ton	Concrete Asphalt Aggregate NMSHTD Grading “B”		
		a) Course aggregate	\$ 28.00	
		b) Intermediate Aggregate	\$ 38.00	
		c) Sandy Filler	\$ 34.75	
2	Ton	Concrete Asphalt Aggregate NMSHTD Grading “C”		
		a) Intermediate Aggregate	\$ 38.00	
		b) Sandy Filler	\$ 34.75	
3	Ton	Base Course NMSTD Class 1B	\$ 22.95	
4	Ton	Bituminous Surface Treatment Sealcoat Materials NMSHTD requirements		
		a) 1/2” Chips	\$ 36.00	
		b) 3/8” Chips	\$ 38.00	
		c) Sand Seal Aggregates	NO BID	
5	Ton	3/8” Hot Mix Filler	\$ 38.00	
6	Ton	Asphalt Sand	\$ 40.00	
7	Ton	Class “A” Rip-Rap Rock	\$ 46.00	
Total				

Delivery Terms: All desired products will be ordered by Owner and shall be delivered to the desired location, on an *as needed* basis.

(Amount shall be exclusive of gross receipts tax. Any applicable gross receipts tax may be charged at the time of billing and shall be listed as a separate line item on the invoice.)

APPENDIX D - OPTIONS, EXCEPTIONS, OR VARIATIONS

Please state each and every option, exception, or variation to the specifications (if any) for the products or services offered. **Please check one option, sign below and return with your bid.**

_____ THERE **ARE** OPTIONS, EXCEPTIONS, OR VARIATIONS. State in detail below. If necessary, utilize additional sheet(s) labeled "OPTIONS, EXCEPTIONS OR VARIATIONS TO ITB 2026-005B" and include with bid.

 x THERE **ARE NO** OPTIONS, EXCEPTIONS, OR VARIATIONS. The products and/or services offered on this Invitation to Bid meet or exceed all Specifications, Terms, and Conditions set forth without exceptions. I understand products or services not meeting all Specifications, Terms, and Conditions may be cause for rejection of the item or service, of a bid in its entirety, or may result in cancelation of any awarded contract, project or task.



Signature

RYAN ROPER, PRESIDENT
Printed Name and Title

APPENDIX E - AFFIDAVIT OF NON-COLLUSION

I state that I am the PRESIDENT (title) of ROPER CONSTRUCTION, INC. (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I further state that:

- 1) The price(s) and amount of this Offer have been arrived at independently and without consultation communication or agreement with any other Bidder or potential Bidder.
- 2) That neither the price(s) nor the amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5) This firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described herein.
- 6) I state that this firm understands and acknowledges that the above representations are material and important and will be relied on by the Village of Ruidoso in awarding. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Village of Ruidoso of the true facts relating to the submission of Bidders for this contract.


Authorized Signature

05.10.2026
Date

RYAN ROPER, PRESIDENT
Printed Name

APPENDIX F – NEW MEXICO PREFERENCE CERTIFICATION

ROPER CONSTRUCTION, INC. (Name of Business) hereby certifies the following in regard to application of the resident preference or resident veteran's preference to this formal request for bids process:

Please check one box only:

- ☐ This business does not have a qualifying New Mexico Preference Certification.
- ☒ This business has a qualifying New Mexico Resident Preference or Resident Veteran Preference Certification **(include a copy of the certificate with bid)**

If claiming a Resident Veterans Preference Certification, please state annual gross revenue for preceding calendar year:

\$ NA

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."


(Signature of Business Representative) * 05.10.2026
 (Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

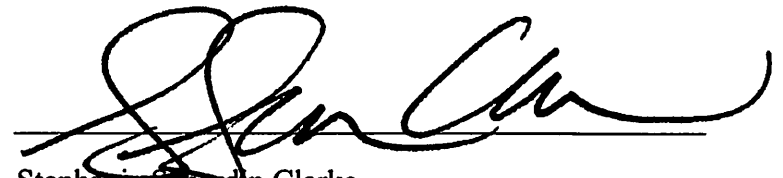
Issued to: **ROPER CONSTRUCTION, INC.**

DBA: **ROPER CONSTRUCTION, INC.**
PO BOX 308
CARRIZOZO, NM 88301-0308

Expires: **07-Aug-2028**

Certificate Number:

L1782089584



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

APPENDIX G - COMPLIANCE WITH REGULATORY AGENCIES

Please fill out this form to document and submit your response to the Invitation to Bid.

Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations or notice of violation pertaining to the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site? ☒ Yes ☐ No

If "no" please explain: _____

Has your firm during the past five (5) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects? ☒ Yes ☐ No

If "no" please explain: _____

Is your firm free of any Subcontractor Fair Practices Act violations for the past five (5) years? ☒ Yes ☐ No

If "no" please explain: _____

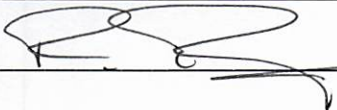
Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because violations? ☒ Yes ☐ No

If "no" please explain: _____

The undersigned hereby state under penalty of perjury that the above statements are true and accurate.

Name RYAN ROPER Title PRESIDENT

Signature



Date 05.10.2026

APPENDIX H- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

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

Have not within a three year period preceding this bid been convicted of all has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses in enumerated in paragraph (2) of this certification and

Have not within a three-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement of this certification may be grounds for rejection of this bid or termination of the award. Under 18USC Sec. 101, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

RYAN ROPER, PRESIDENT

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

05.10.2026

Date

APPENDIX I- 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 filled in 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.

Aggregates

"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

05.10.2026

Date

PRESIDENT

Title (Position)

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Roper Construction, Inc., 113 Coyote Mesa Trail, Alto, NM 88312
(full name and address or legal title of Principal)

as Principal, hereinafter called the Principal, and Swiss Re Corporate Solutions America Insurance Corporation
(select Surety)

a corporation duly organized under the laws of the state of Missouri as Surety, hereafter called the Surety, are
(select state)

held and firmly bound unto Village of Ruidoso, 313 Cree Meadows Drive, Ruidoso, NM 88345
(full name and address or legal title of Obligee)

as Obligee, hereinafter called the Obligee, in the sum of five percent of bid amount Dollars (\$ 5% of bid)

for the payment of which the Principal and the Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Obligee a bid for Aggregates, ITB #2026-005B
(full name, address and description of project)

NOW, THEREFORE, the condition of this obligation is such that if the Obligee shall accept the bid of the Principal, and the Principal either 1) shall enter into a contract with the Obligee in accordance with the terms of such bid and gives such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety, or 2) shall pay to the Obligee the difference, not to exceed the amount of this bond, between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this bond has been furnished to comply with a statutory or other legal requirement in the location of the project, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of May 2026

BY [Signature]
(Witness)

BY SF
(Witness)

Roper Construction, Inc.

(Principal)
By: [Signature]
Name/Title Ryan Roper, Pres
Swiss Re Corporate Solutions America Insurance Corporation

(Surety)
By: [Signature]
Name: Sal Beltran (Attorney-in-Fact)



AGENT'S AFFIDAVIT



THIS FORM MUST
BE USED BY
SURETY

(To be filled in by Agent)

STATE OF Texas)
COUNTY OF El Paso) ss.

Sal Beltran, being first duly sworn, deposes and says that he /
she is the duly appointed agent for Swiss Re Corporate Solutions America Insurance Corporation and
is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in
connection with the construction of ITB #2026-005B Aggregates
(Village of Ruidoso)
dated the 14th day of May, 2026, executed by Roper Construction, Inc.,
Contractor, as principal, and Swiss Re Corporate Solutions America Insurance Corporation,
as surety, signed by this

Deponent; and Deponent further states that said bond was written, signed, and delivered by him/her;
that the premium on the same has been or will be collected by him/her; and that the full commission
thereon has been or will be retained by him/her.

Sal Beltran
Subscribed and sworn to before me, a notary public in and for the County of, El Paso,
this 14th day of May, 2026.

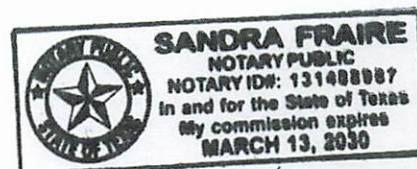
My Commission Expires: March 13, 2030

Notary Public

AGENT'S ADDRESS: HUB International
601 N. Mesa, Suite 1550 (79901)
PO Box 1770
El Paso, TX 79949
(915) 206-6023 / Fax: (866) 399-3972

Telephone

S Fraire
S. Fraire



00400-3

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

JOHN M. RINDT, PAUL D. GILCREASE, SAL BELTRAN, IRMA HERRADA, NATALIE PERRY, TRACY HANES,

SHANE RICHEY, DAVID BELL, AARON MONROE, SCOTT McCLUER, AND PAMELA PENA,

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

David Satory
David Satory, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC



By

Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2026.

State of Illinois
County of Cook

55

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 26th day of January, 2026, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of May, 2026.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC & SRCSPIC

ITB #2026-005B

Aggregates

APPENDIX J – SCOPE OF WORK

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. Must respond within 24 hours to a call from the Village stating whether or not services can be provided within a specified time frame.
 - b. 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.
 - c. 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**

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates****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 Sized		Percent Passing
	I	II	OGBC
25 mm (1 in.)	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	--
75µm (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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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
Characteristics	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-180D	96%	None
Surface Tolerance	T.V. -10mm (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.

ITB #2026-005B**Aggregates**

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 ton or cubic yard). Remove, process, and place base course material will be measured by the ton or square yard. Base course testing by the Contractor will be measured by the lump sum. Placement of furnished base course will be measured by the ton or cubic yard.

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

304.6 BASIS OF PAYMENT.

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

Base course testing by the Contractor will be paid for at the lump sum contract price. Placement furnished base course material will be paid for at the contract unit price per ton or cubic yard.

ITB #2026-005B**Aggregates**

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 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 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 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.

ITB #2026-005B

Aggregates

Table 311.A

AGGREGATE GRADATIONS FRACTURED FACES

Sieve Size	Percent Passing
25 mm (1 in.)	100
19 mm (3/4 in.)	90-100
9 mm (3/8 in.)	20-55
4.75 mm (No. 4)	0-10
2 mm (No. 10)	--
75µm (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 matters shall be cleaned from the surface of the existing material.

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates**

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 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 yard.

311.5 BASIS OF PAYMENT.

311.51 Treated open-graded base course will be paid for at the contract unit price per square yard.

Payment will be made under:	
Pay Item	Pay Unit
Treated open-graded Base Course	Square Yard

ITB #2026-005B**Aggregates****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.)				<u>100</u>
<u>25 mm (1 in.)</u>	<u>100</u>			<u>86-98</u>
<u>19 mm (3/4 in.)</u>	<u>80-98</u>	<u>100</u>		<u>70-90</u>
<u>12 mm (1/2 in.)</u>	<u>65-85</u>	<u>80-98</u>	<u>100</u>	<u>60-80</u>
<u>9.5 mm (3/8 in.)</u>	<u>55-75</u>	<u>70-90</u>	<u>70-98</u>	<u>50-70</u>
<u>4.75 mm (No. 4)</u>	<u>40-55</u>	<u>50-65</u>	<u>45-70</u>	<u>34-54</u>
<u>2 mm (No. 10)</u>	<u>30-40</u>	<u>32-45</u>	<u>30-50</u>	<u>22-42</u>
<u>425µm (No. 40)</u>	<u>10-20</u>	<u>10-22</u>	<u>15-25</u>	<u>8-22</u>
<u>75µm (No. 200)</u>	<u>3-7</u>	<u>3-8</u>	<u>4-8</u>	<u>3-7</u>

Note: See minus No. 200 (75µm) 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

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates****Table 420.B****RAP UNIFORMITY REQUIREMENTS**

Range of Test Results					
Percent RAP	9.5 mm (3/8 in.) and Larger	4.75 mm (No. 4) to 425µm (No. 40)	75µm (No. 200)	AC Content	AC PEN
Maximum (By Design) Up to 20%	0-10%	0-7%	0-5%	0-5%	0-15%
Up to 10%	0-20%	0-15%	0-8%	0-1%	0-30%
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

ITB #2026-005B**Aggregates**

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.

ITB #2026-005B**Aggregates****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.

ITB #2026-005B**Aggregates**

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.
- 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

ITB #2026-005B**Aggregates**

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 dry weight 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.

ITB #2026-005B**Aggregates**

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. 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.

ITB #2026-005B**Aggregates**

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 weigh belt 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

ITB #2026-005B**Aggregates**

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 ensure 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.

ITB #2026-005B**Aggregates**

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 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

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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 75µm (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

ITB #2026-005B**Aggregates****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.

ITB #2026-005B**Aggregates**

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

ITB #2026-005B**Aggregates**

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

Characteristics	Lower Spec. Limit	Upper Spec. Limit
Marshall Stability		
Classes A and D	8000 N (1800 lb.)	N/A
Classes B and C	7300 N (1640 lb.)	N/A
Marshall Flow	8	16
Stability/Flow Ratio, Classes A and D Only	900:1 (200:1)	N/A
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. Hydrated lime will be measured by the ton. Liquid anti-stripping agent will be measured by the ton. PMBP sampling and testing by the Contractor will be measured by the lump sum.

ITB #2026-005B**Aggregates**

420.62 When plant mix bituminous pavement is to be measured by the 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 ton or square yard. Bituminous material will be paid for at the contract unit price per ton. Hydrated lime will be paid for at the contract unit price per ton. Liquid Anti-stripping agent will be paid for at the contract price per ton. If no unit price for this Item is established in the Contract, liquid anti-stripping agent will be paid for at the certified Invoice cost plus 15%, subject to the restrictions stated in subsection **420.28**. PMBP sampling and testing by the Contractor will be paid for at the lump sum contract price.

Payment will be made under:	
Pay Item	Pay Unit
Plant-Mix Bituminous Pavement (PMBP)	Metric Ton (Ton)
Plant-Mix Bituminous Pavement (PMBP)	Square Meter (Square Yard)
Bituminous Material	Metric Ton (Ton)
Hydrated Lime	Metric Ton (Ton)
PMPB Sampling and Testing by the Contractor	Lump Sum
Liquid Anti-Stripping Agent	Metric Ton (Ton)

PMBP Sampling and Testing by the Contractor shall include providing all cut pavement samples and density testing.

420.72 When plant mix bituminous pavement by the square 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.

ITB #2026-005B**Aggregates****Table 420.D****PRICE ADJUSTMENT 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.