

County of Curry



Invitation to Bid No. 2018/19-05

**Chip Seal Aggregate for the Curry County
Road Department**

**Issue Date:
December 21, 2018**

**BID Due:
January 16, 2019
Time: 2:00 p.m. Mountain Time**

**Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department
575-763-6016**

**Bids must be submitted in a sealed
envelope that is clearly marked**

“Bid No. 2018/19-05 – Do Not Open”

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On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for the purchasing of various chip seal aggregate for the Curry County Road Department, as described below. Offeror will also load and deliver materials to the old Curry County Road Barn, located at 600 South Norris, Clovis, NM 88101. The County may also require the offeror to load and deliver materials to the Road Barn, located at 1006 CR6, Clovis, NM. The materials will be paid for by the ton. It is the responsibility of the offeror to weigh the material on a certified scale and furnish copies of the weigh ticket for each load. Specifications call for pricing on washed and not washed aggregate.

**IMPORTANT:
BIDS ARE DUE BY JANUARY 16, 2019 AT 2:00 P.M.**

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address; bid number and opening date on the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

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

Bids may be mailed to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department

Or hand/courier-delivered to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101

May be signed for/left with the receptionist in the Administration Suite 100.

*Note: Delivery by hand or courier is highly recommended and encouraged to help ensure bid is received prior to deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

Troy Hall
Curry County Purchasing Agent
575-763-6016 Ext. 133
thall@currycounty.org

SPECIFIC CONDITIONS

Bids must be received by January 16, 2019 at 2:00 p.m. Mountain Time. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. **Criteria for Award:** Award shall be based on the lowest responsible bid prices which meet specifications and deliverable requirements. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County. Multiple bids may be awarded to achieve the lowest cost to the County.
2. **Guaranteed Performance:** The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

SPECIFICATIONS:

The chip seal aggregate shall be equivalent to or exceed the specification in the "New Mexico Department of Transportation Specifications for Road and Bridge Construction, 2014 Edition", and specifically those set forth in Section 403.2.2, Pages 143-145. It is the responsibility of the offeror to furnish test results, performed by a testing laboratory, on the materials sold to the County. Minimum requirements shall be one (1) sieve analysis for 250 tons of Material produced for the first 2000 tons of productions, and one (1) sieve for at least 500 tons of Material produced thereafter. Any and all materials not meeting the specifications will not be accepted. It shall be the offerors duty and obligation to remove the same from County property. If, in the opinion of the County, any of the materials provided by the offeror are marginal in meeting the specifications, the requirement shall be one (1) sieve analysis for each 200 tons delivered. Offeror shall be responsible for delivering the above described materials to the County on an as-needed basis when requested by the County Road Superintendent or his/her designee. County will provide offeror with a tentative chipping delivery schedule in late winter or early spring. County shall have the right to modify, change or update these schedules. Any schedule shall be delivered to offeror prior to March 1st of each calendar year. Any additional or different orders/requests for materials will be provided to offeror at least twenty (20) calendar days prior to the date of delivery by offeror. Offeror shall be responsible for all costs and expenses in delivery and unloading of said material. All materials FOB Curry County Road Barn shall be unloaded at the sites specified at the Curry County Road Barn(s).

CONTRACT

The anticipated term of a contract awarded as a result of this BID shall be from **February 23, 2019** for two (2) years. The contract may be renewed according to the terms stated herein for four (4) additional two (2) year period, not to exceed ten (10) years. All prices, costs and conditions submitted in response to this Invitation to Bid shall remain fixed and valid after the closing date for this bid submission and throughout the term of the agreement. The County shall have the option of renewing the existing contract, by mutual agreement, with approval by the Board of Commissioners, or requesting new Bids for services. The rates may be negotiated for each renewal year of the contract. A breach of any terms of the contract shall be grounds for immediate termination of the contract. Either party may terminate the contract for any reason upon written notice to the other party, made at least ninety (90) days in advance of the termination date.

PRE-BID CONFERENCE

A pre-bid conference is not scheduled. Should you have questions about the bid, please contact Troy Hall at (575) 763-6016 ext. 133 to set up an appointment.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid must be listed on a separate sheet labeled "Exception(s) to Bid Conditions", and attached to the bid.

QUOTATION SHEETS

Bidders shall use the attached Quotation Sheet(s) to submit their bids. The Quotation Sheet(s) must be signed.

NEW MEXICO BIDDER'S PREFERENCE

Pursuant to Sections 13-1-21 and section 13-1-22 NMSA 1978 a resident business claiming the 5% preference must be certified prior to the bid opening. The number must appear on the Quotation Sheet(s) in the space provided in order to receive the preference unless a Resident Veterans Preference Certificate is also submitted in which case the Resident Veterans Preference shall be awarded instead. Offeror's bid must contain a copy of the Resident Business Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

A Resident Veteran business claiming the 10% preference must be certified prior to the bid opening. The number must appear on the Quotation Sheet(s) in the space provided in order to receive the preference. Offeror's bid must contain a copy of the Resident Veterans Preference Certificate issued by the New Mexico Taxation and Revenue Department in order to qualify for the preference.

BID OPENING

Competitive sealed bids will be accepted until January 16, 2019 at 2:00 p.m. at the Curry County Administrative Complex, 417 Gidding, Clovis, New Mexico. Bids should be

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submitted in a sealed envelope clearly marked: "Bid No. 2018/19-05 - Do Not Open". At that time and place, the bids will be publicly opened.

RESERVATIONS

The Curry County Commission reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest overall cost to the County. The award will be made by the Curry County Commission at their regularly scheduled meeting. Bid prices must be good for ninety (90) days subsequent to date of opening.

QUESTIONS

Questions regarding the specifications stated within the bid or the bidding process should be directed to Troy Hall, Purchasing Agent at (575)763-6016 ext. 133.

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and returned as part of the bid document. All bids must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.
2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. Payment Terms: For all services provided by Contractor, payment shall be made net thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Curry County Finance Department at 417 Gidding, Suite 100, Clovis, NM 88101. The successful bidder must have submitted a completed W9 form on file with the County prior to any payments being issued.

For all services paid by Credit Card, standard payments are usually made within 3-5 business days. All services made by credit card require a receipt. Invoices shall not be submitted separately if payment is made with credit card. Curry County shall not pay any fees when utilizing a credit card for payment.

4. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.

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5. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Purchasing Agent or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package **MUST** be answered by the Purchasing Agent or designee. Questions answered by any other person or County official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Purchasing Agent.
6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.
7. An in-state resident or resident veteran preference will be given to all resident New Mexico businesses that have been issued certification by the State of New Mexico. To qualify for the preference, the bidder must list a valid resident business certificate number and shall submit a copy of the certificate with the bid. If you have a question regarding a Resident Business (or Resident Veteran Business) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the county to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is **NOT** your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**
8. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
9. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
10. Non-discrimination Statement: Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

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11. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. Curry County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.
14. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County under this agreement.
15. If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Curry County.
16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own costs and attorney fees.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate

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b. Workers' Compensations insurance as required by state statute.

18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.
19. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

BID FORM 1

QUOTATION SHEET

Please bid on the following items:

- 3/8" Chip Seal Aggregate, Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 3/8" Chip Seal Aggregate, Not Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 1/2" Chip Seal Aggregate, Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 1/2" Chip Seal Aggregate, Not Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 5/8" Chip Seal Aggregate, Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 5/8" Chip Seal Aggregate, Not Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 3/4" Chip Seal Aggregate, Washed:
Cost per ton, FOB Curry County Barn, Clovis \$_____per ton

- 3/4" Chip Seal Aggregate, Not Washed:
Cost Per ton, FOB Curry County Barn, Clovis \$_____per ton

BID FORM 1 (Continued)

QUOTATION SHEET

Firm submitting bid: _____

Address: _____

Telephone: _____

Email: _____

New Mexico Bidder's Preference Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID FORM 2
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234. any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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“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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Name(s) of Applicable Public Official(s) if any: Ben L. McDaniel, Angelina Baca, Chet Spear, Robert Thornton, Seth Martin, Anastasia Hogland, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

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(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

**BID FORM #3
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Resident Veterans:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"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 veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

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.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A copy of the valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.

SECTION 403: OPEN-GRADED FRICTION COURSE (NON-QLA)

403.1 DESCRIPTION

This Work consists of constructing an open-graded friction course (OGFC) on a prepared surface.

403.2 MATERIALS

403.2.1 General

Provide OGFC composed of aggregate, asphalt binder, and hydrated lime or anhydrite based Material.

403.2.2 Aggregate

The aggregate is crushed stone or crushed gravel, composed of hard durable pebbles or fragments. Ensure the aggregate meets the grading requirements in Table 403.2.2:1, "OGFC Gradation Requirements," when tested in accordance with AASHTO T 11 and AASHTO T 27. The Department will determine aggregate acceptance by testing samples of the combined aggregates and lime taken before adding asphalt Materials.

**Table 403.2.2:1
 OGFC Gradation Requirements**

Sieve size	% passing
1/2 inch	100
3/8 inch	90 – 100
No. 4	25 – 55
No. 10	0 – 12
No. 40	0 – 8
No. 200	0 – 4

Accepted aggregate Material must also meet the following requirements:

1. At least 75% of the Material retained in the No. 4 sieve will be composed of particles that have at least two (2) Fractured Faces. Fractured Faces will be determined in accordance with NMDOT Method FF-1, *Fractured Face Determination for Coarse Aggregate*;
2. The aggregate is free of organic matter, lumps of clay, or other Material that prevents thorough coating with asphalt Material;
3. The aggregate is obtained from a source with an AI of 20 or less when calculated in accordance with Section 910, "Aggregate Index;"
4. The Department will allow the combination of Materials from two (2) or more sources to produce coarse aggregate only when each source independently meets the requirements of item three (3), above.

403.2.3 Asphalt Material

Use either a PG 70-28+ or PG 70-28R+ as specified in the Contract, in accordance with Section 402, "Asphalt Materials, Hydrated Lime, and Anhydrite Based Material."

403.2.4 Hydrated Lime or Anhydrite Based Material

Provide hydrated lime or Anhydrite based Material in accordance with Section 402, "Asphalt Materials, Hydrated Lime, and Anhydrite Based Material."

403.2.5 Mix Design

The District Laboratory will develop the OGFC mix design. The JMF gradation will be within the master range for the specified type of OGFC. The mix design will establish a single

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percentage of aggregate passing each required sieve size and a single percentage of asphalt Material to be added to the aggregate. The mix design will specify whether to add hydrated lime or anhydrite based Material and how much to use. If hydrated lime or anhydrite based Material is added, include it in the gradation for establishing the mix design. If liquid anti-strip is required, compensation will be by Change Order.

403.3 CONSTRUCTION REQUIREMENTS

403.3.1 General

Use the "strap method" to determine the quantity of asphalt Material, and maintain the percentage of asphalt Material specified in the mix design, within $\pm 0.3\%$.

403.3.2 Preparation of Roadbed

Before placing OGFC, clean Deleterious Materials from the existing surface.

403.3.3 Temperature and Weather Limitations

Do not place OGFC on wet surfaces or when the Project Manager determines that the weather conditions prevent proper handling and finishing. Place OGFC when the Chill Factor is at least 60 °F. If the air temperature is 90 °F or warmer, do not consider the Chill Factor.

403.3.4 Mixing Requirements

Ensure that:

1. Hot mix plants conform to the requirements of Section 423, "Hot-Mix Asphalt — Superpave (QLA & Non-QLA)," and are of a size that is proportional to the scale of the Work;
2. The mineral aggregate is free of oily or carbonaceous coatings;
3. The moisture content of the mixed Material does not exceed one percent (1%), by weight, of the dry aggregate;
4. The aggregate is mixed with asphalt Material until the aggregate particles are thoroughly and uniformly coated;
5. The mixture temperature does not vary by more than 20 °F from the placement temperature established by the Project Manager;
6. The placement temperature for the mixture does not exceed the asphalt binder Supplier's recommendation, or fall below 220 °F;
7. If the Contract requires hydrated lime or anhydrite based Material, add it to the aggregate in accordance with Section 423, "Hot-Mix Asphalt — Superpave (QLA & Non-QLA)" within the production tolerances specified."

403.3.5 Placement and Finishing

Place the OGFC with a paving machine in accordance with Section 423.3.4.3, "Pavers." The Project Manager may require an external reference of at least 40 ft to improve the rideability. Immediately following the OGFC placement, roll the surface with a steel-wheeled, self-propelled roller that weighs enough to achieve adequate consolidation of the aggregate without excessive breakage. The finished surface shall be smooth and in accordance with Section 401.3.1.4, "Profile Measurement Operations." Use a ten (10) foot straightedge to ensure the surface is free of irregularities larger than 1/8 inch. Immediately remove low and defective areas, replace them with new, hot OGFC, and compact the corrected Work to conform to the surrounding area.

403.3.5.1 Plan Surfacing Depths

Monitor and record plan depths throughout the surfacing operations at intervals specified by the Project Manager. The Department will not pay for any excess course depth. Courses

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will be rejected, if less than 1/2 inch.

403.3.6 Sampling and Testing

403.3.6.1 Contractor Quality Control

Sample the stockpiled aggregate at a point agreed to by the Project Manager and shall conduct testing on those samples in accordance with applicable test procedures. This sampling and testing will be accomplished by qualified testing personnel using Equipment furnished by the Contractor that meets all applicable ASTM and AASHTO requirements. The applicable test procedures, performed as described in the NMDOT Technician Training and Certification Manual, are as follows:

AASHTO T 2	Sampling Aggregates
AASHTO T 11	Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
AASHTO T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T 248	Reducing Field Samples of Aggregate to Testing Size
NMDOT FF-1	Fractured Face Determination for Coarse Aggregate

Sample test at the rate of at least one (1) test per 250 tons of Material produced for the first 2000 tons of production, and test at least 500 tons of Material produced thereafter.

403.3.6.1.1 Suspension of Operations

If one (1) or more properties listed in Subsection 403.6.3, Department Quality Assurance Testing, fail to meet the specification requirements for a period of one (1) Day or a maximum production of 1000 tons; the production will be halted by the Project Manager. Use the gradation information to determine causes or factors that may be a contribution to the problem and prepare 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. Limit production to 1000 tons that will be tested in 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. Take corrective action to remedy any property of the mix that is out of specification. Contractors who elect to produce Material that is not within the specification limits do so at their own risk. Price reductions due to out of specification Material being placed will be deducted from the unit price of the item in accordance with the Department's current Acceptance and Price Reduction Procedures. All Material that is rejected shall be removed and replaced with specification Material at the Contractor's expense. 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.

403.3.6.2 Department Quality Assurance

403.3.6.2.1 Acceptance

After the mix design has been issued and approved, control the mixture production on the project such that the tolerances of Table 403.3.7:1 are met. The Department will conduct Quality Assurance sampling, testing, and monitoring to ensure that the Contractor provides a mix that meets the tolerances. Acceptance for gradation will be based on testing of samples obtained from combined aggregates and lime, if used, before addition of asphaltic Materials. Acceptance for asphalt content will be based on strap method. Acceptance for lime content will be based on daily strap totals. The testing will be conducted in accordance with the Department's minimum Acceptance Testing Requirements. Acceptance test results will be provided to the Contractor's Quality Control Representative or designee by the end of the Workday after the samples are taken.