



NEW MEXICO

Abandoned Mine Lands

Project Manual
Including Plans and Specifications
for Construction of

MADRID WATER TANK PROJECT

Santa Fe County, New Mexico

PROJECT NO.
EMNRD-MMD-2025-01

AUTHORIZED BY:

ABANDONED MINE LAND PROGRAM
MINING and MINERALS DIVISION
STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL
RESOURCES DEPARTMENT*
(with reclamation fees paid by the New Mexico Coal Industry)

November 2024



00002 – CERTIFICATION PAGE

PROJECT NAME: MADRID WATER TANK PROJECT

LOCATION: SANTA FE COUNTY

PROJECT NUMBER: EMNRD-MMD-2025-01

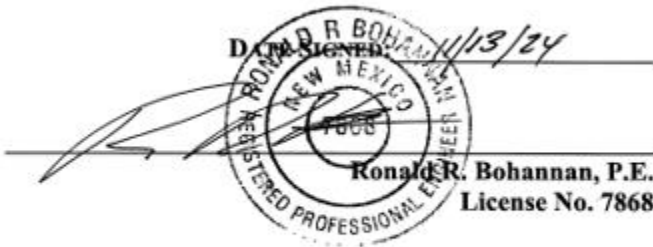
AML PROGRAM CONTACT: MIKE TOMPSON P.E.
Mining and Minerals Division
State of New Mexico, Energy, Minerals and Natural Resources
Department
1220 South St. Francis Drive, Santa Fe, NM 87505
Telephone (505) 690-8063

The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer (P.E.), licensed to practice in the State of New Mexico, is affixed below.

ENGINEER OF RECORD:



**5571 Midway Park Pl NE
Albuquerque, NM 87109**



Michelle Lujan Grisham, Governor

All questions about the meaning or intent of these documents shall be submitted only to the General Services Department, State Purchasing Division Procurement Specialist, in writing.

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00004 – LIST OF DESIGN DRAWINGS, STATUTES, AND TABLES

The following sections list the figures, statutes, and tables that are referenced in the Specifications and are incorporated herein by reference as if set out in their entirety.

I. DESIGN DRAWINGS

The following figures may be found as an attachment:

SHEET NUMBER	TITLE
01	COVER SHEET
02	GENERAL NOTES
03	MADRID WATERLINE 10+00 TO 13+75
04	MADRID WATERLINE 13+00 TO 20+00
05	MADRID WATERLINE 19+50 TO 21+75
06	GRADING AND DRAINAGE PLAN
07	CONSTRUCTION DETAILS
08	CONSTRUCTION DETAILS
09	TANK SPECIFICATIONS
10	TRAFFIC CONTROL PLAN
10A	TRAFFIC CONTROL PLAN
11	TRAFFIC CONTROL DETAILS
12	TRAFFIC CONTROL NOTES
13	STOCKPILE PLAN
14	EROSION CONTROL PLAN
15	EROSION CONTROL NOTES
16	EROSION CONTROL DETAILS

II. STATUTES

The following statutes may be referenced in the text:

NMSA 1978, Sections 13-1-28 through 199:	Procurement Code
NMSA 1978, Sections 13-4-1 through 24:	Public Works Contracts
NMSA 1978, Sections 13-4-31 through 42:	Subcontractors Fair Practices Act
NMSA 1978, Sections 41-4-1 through 27:	Tort Claims Act
NMSA 1978, Sections 52-1-1 through 70:	Workers’ Compensation Act
NMSA 1978, Sections 69-25B-1 through 11:	Abandoned Mine Reclamation Act
NMSA 1978, Sections 74-13-1 through 20:	Recycling and Illegal Dumping Act
NMSA 1978, Sections 76-10-11 through 22:	New Mexico Seed Law

III. TABLES

The following tables are referenced in the specifications text (Appendix C):

- Table I: Seed Mix Table
- Table II: Project Summary Table

IV. APPENDIX

The following appendices are referenced in the text:

Appendix A: Vendor Information Form

Appendix B: Notice: Buy America Domestic Procurement Preference
Notice: Davis-Bacon Wage Rate Requirements

Appendix C: Specifications



PURCHASING DIVISION (GSD)

<p>BIDDER: Name: Address: Phone: E-mail:</p>
<p>PROJECT: MADRID WATER TANK PROJECT SANTA FE COUNTY, NEW MEXICO PROJECT NO.: EMNRD-MMD-2025-01</p>
<p>ARCHITECT/ENGINEER OF RECORD Ronald R. Bohannon, P.E. Telephone: (505) 858-3100 Email: rrb@tierrawestllc.com</p>
<p>OWNER/POINT OF CONTACT: Abandoned Mine Land Program Mining and Minerals Division State of New Mexico, Energy, Minerals and Natural Resources Department 8801 Horizon Blvd. NE, Suite 260 Albuquerque, NM 87113 Telephone: (505) 629-9872</p>

**INVITATION TO BID
CONSTRUCTION CONTRACT**

BID NUMBER: 50-52100-24-06149

Sealed bid opening FORMAL
NM STATE PURCHASING DIVISION

**BID DUE DATE: Friday, January 31, 2025
AND TIME of 2:00 PM MDT**
Procurement Officer: **James Ortega**
Contact Number: **james.ortega@gsd.nm.gov** or
505-795-2516

IMPORTANT

**ONLY ELECTRONICALLY SUBMITTED BIDS
WILL BE ACCEPTED.** No hardcopy, faxed or
emailed bids will be accepted.

FOR ELECTRONICALLY UPLOADED BIDS: such
bids will be time-stamped in the system when Bidder
clicks "OK" after "Review and Submit." You will
receive a confirmation email of the submission for
your records. Such electronic submissions will be
considered sealed bids in conformance with §13-1-
95.1, NMSA 1978. To register as a Supplier with the
State of New Mexico, or to log in if already registered
go to:
<https://suppliers.scquest.com/StateOfNewMexico>

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS."

THE BID PROPOSAL FORM MUST BE ACCOMPANIED BY A SURETY BOND, SUBCONTRACTOR LISTING FORM, AND DOCUMENTS SPECIFIED IN THE "INSTRUCTIONS TO BIDDERS."

This mailing contains five pages

INVITATION TO BID page 2

Bidding Documents: Bidding documents, plans, specifications, drawings etc. may be obtained at the office of the Architect / Engineer of Record at no charge for each complete set. Incomplete sets will not be issued.

Bidding Documents may be obtained / reviewed from the following AML Program Contact:

Mike Tompson, P.E.

New Mexico Abandoned Mine Land Program

Telephone: (505) 690-8063

Mike.Tompson@emnrd.nm.gov

<https://www.emnrd.nm.gov/mmd/abandoned-mine-land-program/projects/under-development/>

The Bidding Documents contain a time for completion of the work and further impose liquidated damages for failure to complete the work within that time period.

Bids shall be presented in the form of a total Base Bid proposal under a Lump Sum Contract, plus any additive or deductive alternates that are selected by the Owner. A bid must be submitted on all bid items and alternates; segregated bids will not be accepted.

NOTE: Base Bid price shall not include state gross receipts or local options taxes. Taxes will be included in the Contracted Amount at prevailing rates as a separate item to be paid by Owner.

New Mexico Wage Rates & Workforce Solutions Registration: Pursuant to the Public Works Minimum Wage Act, Section 13-4-10 to 13-4-17 NMSA 1978, all work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if the bid amount is sixty thousand dollars (\$60,000) or more, is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works Unit. Section 13-4-13.1 *requires* Contractors when their bid is over sixty thousand dollars (\$60,000) and subcontractors of all tiers when their portion of the work is over sixty thousand dollars (\$60,000), to be registered with the Labor Relations Division of the Department of Workforce Solutions. This registration is available under the “Contractor Registration” section at the following website:

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

There may be some administrative delay in processing your registration. Pursuant to Section 13-4-13.1 NMSA 1978, the State Purchasing Division **cannot accept your bid if you are not registered at the time of bid opening.** Please direct all questions concerning registration to DWS at (505) 841-4400.

Please reference section **00820: Wage Rate Requirements** for further information regarding federal wage determinations and requirements.

INVITATION TO BID page 3**Bidder Instructions for Invitation to Bid (ITB)****Viewing ITB:**

Bidders can access active procurements at the following sites:

- <https://www.generalservices.state.nm.us/statepurchasing/active-procurements.aspx>
- <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

Submitted Bids:

Bidders have one option to submit bids to the State Purchasing Division (SPD):

- Electronic submissions through eProNM at the following site:
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>
- Bids will be time-stamped in the system when Bidder clicks “OK” after “Review and Submit.” The bidder will receive a confirmation email of the submission for their records. Such electronic submissions will be considered sealed bids in conformance with statute.
- Bids must be received by the due date and time listed on the front page of this ITB or as amended. Bids submitted electronically within 2 hours of the close time cannot be guaranteed to upload successfully.
- If an amendment is processed after you submit your bid, you must resubmit your bid in order for your bid to be considered fully submitted.

Formal Sealed Bid Opening, to occur immediately following due date/time:

Joseph Montoya Building
Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

Bonds: Bid Security in the form of a surety bond executed by a surety company authorized to do business in the state of New Mexico in the amount of five percent (**5%**) of the total bid, or the equivalent in cash by means of a cashier's check or in a form satisfactory to the Owner, must accompany each bid in accordance with the Instructions to Bidders.

A one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment and Materials Bond for the total contract amount, including appropriate New Mexico Gross Receipts Tax, executed by a surety company authorized to do business in the state of New Mexico shall be required from the successful Bidder prior to award of contract. A subcontractor shall provide performance and payment bonds if the subcontractor's contract (to the Contractor) for work to be performed is one hundred twenty-five thousand dollars (\$125,000) or more. Failure of a subcontractor to provide the required bonds shall not subject owner to any increase in cost due to approved substitution of subcontractor.

The Owner intends to award this Project to the lowest responsible Bidder. The Owner reserves the

right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

Preferences: Because this project is one hundred percent (100%) federally funded, none of the resident preferences will be accepted nor applied.

New Mexico Employees Health Coverage

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

“Buy America” Requirements

“Buy America Requirements” requires the contractor to provide materials that comply with 23 CFR (Code of Federal Regulations Part 635.410, including the Build America, Buy America Act.

Pre-Bid Meeting: A Mandatory Pre-Bid Meeting will be held as follows:

A in-person pre-bid meeting will be held at the date and time listed below. Prospective Bidders are required to attend the pre-bid meeting to familiarize themselves with the work to be conducted and the existing conditions that may affect the performance of the contract work. Subcontractors and suppliers are not required to attend the pre-bid conference; however, failure to participate in the pre-bid meeting will not relieve subcontractors and suppliers from the responsibility of properly estimating the difficulty and cost of performing their portion of the work.

DATE: Tuesday, January 14, 2025

TIME: 9:00 AM MST

LOCATION: Madrid, New Mexico

Meeting Location: Mine Shaft Tavern, 2846 NM-14, Madrid, NM 87010

Directions: From Albuquerque, head east on I-40 for 15 miles and take Exit 175. Follow directions towards NM-14 North toward Madrid, NM.

From Santa Fe, head south along NM-14 for 25 miles until you arrive in Madrid, NM.

From the meeting place, the group will travel 0.4 miles south on NM-14 to the water tank turnout (located at approximately 2801A NM-14, Madrid, NM).

Details: The site visit is expected to take between two to three (2-3) hours, including travel to and from the meeting site. Prospective Bidders must provide their own transportation to the site.

The site is accessed via a maintained dirt road and is usually accessible with a low clearance two-wheel drive vehicle except when the road is muddy or during snow events.

Please wear appropriate field gear and bring supplies for the terrain and weather conditions. This includes but is not limited to long sleeves and pants, hiking boots, sun hat, hard hat, sunscreen, insect repellent, and water.

Restrictions: Please minimize the number of vehicles due to site access constraints.

SITE VISIT POINT OF CONTACT:

Leeland Murray, **Project Manager**, 505-629-9677, leeland.murray@emnrd.nm.gov or
Meghan McDonald, P.E., **Engineer Manager**, 505-629-9872, Meghan.McDonald@emnrd.nm.gov

Additional Deadlines:

Questions Deadline: **Friday, January 17, 2025, at 5 pm MDT**

Answers Deadline **Tuesday, January 21, 2025**

Last Amendment Deadline: **Thursday, January 23, 2025**

END OF INVITATION TO BID

00100 – INSTRUCTIONS TO BIDDERS

Title IV of the federal Surface Mining Control and Reclamation Act (SMCRA) of 1977, 30 U.S.C. Section 1201, *et seq.* provides for the reclamation of abandoned mine lands. All operators of coal mining operations subject to the provisions of SMCRA pay to the Secretary of the Interior Department, for deposit in the fund, a reclamation fee of twenty-two point four (22.4) cents per ton of coal produced by surface coal mining and nine point six (9.6) cents per ton of coal produced by underground mining. Under SMCRA, individual states acquire federal funds from the Office of Surface Mining, Reclamation, and Enforcement (OSMRE) to administer an approved state reclamation program and to implement specific reclamation projects. The State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) administers the Abandoned Mine Land (AML) Program within New Mexico pursuant to a state approved plan and the requirements of the New Mexico Abandoned Mine Reclamation Act, NMSA 1978, § 69-25 B-1, *et seq.* The supervision and coordination of work done under the AML Program are conducted by the Mining and Minerals Division (MMD) of EMNRD. Wherever the term Owner is used, it shall mean the MMD Director. EMNRD, MMD, and Owner may be collectively referred to as “EMNRD.”

MMD has obtained one hundred percent (100%) federal funds for this construction project. MMD is, by this Invitation to Bid (ITB), requesting bids from responsible, qualified Bidders for the construction project in accordance with the terms of this ITB. Bidders are advised that responsive bids are invited from both profit making and nonprofit organizations. EMNRD is an affirmative action and equal opportunity employer.

Bids in response to this ITB will be opened publicly at:

Place: Joseph Montoya Building
Room 2016
1100 St. Francis Drive
Santa Fe, New Mexico 87505

The name of each Bidder, the lump sum of each bid, and the Bidder’s Contractor License Number will be announced.

The Contract Time for project completion shall be no later than two hundred forty (240) calendar days, including all Sundays, holidays, and non-workdays, after the Contractor receives a Notice to Proceed via USPS mail.

An abstract of the bids may be available for public inspection from the State Purchasing Division upon request. Those portions of any bid for which a Bidder has made a written request for confidentiality and for which the SPD Director has made a finding which concurs in that confidentiality shall be withheld from public inspection.

00120 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following shall be included with each responsive bid:

I. Information

A fully completed Vendor Information Form (see Section 00010, Pre-Bid Information), including the name, address, telephone number, Taxpayer Identification Numbers, and signature of the Bidder, or of an officer or employee who has the authority of the Bidder. Do not leave blanks. This signature shall signify that the matters stated or certified on the form are true and accurate to the best of the Bidder's knowledge.

II. Bid

A fully completed Bid Form (Section 00300), including the name, address, telephone number, New Mexico Contractor's License Number, Contractor and Subcontractor New Mexico Labor Enforcement Fund Registration Numbers for bids and subcontracts greater than sixty thousand dollars (\$60,000.00), and signature of the Bidder, or of an officer or employee who has the authority to bind the Bidder. Do not leave blanks. This signature shall signify that the matters stated or certified in the bid are true and accurate to the best of the Bidder's knowledge and that the bid was made without collusion or fraud.

III. Security

Bid security shall be required of Bidders for construction contracts procured by competitive sealed bid. A bid security shall be in the form of a negotiable Surety Bond (see an example in Section 00410), Cashier's Check, Certified Check, or Money Order in the amount of at least five percent (5%) of the total bid payable to the Energy, Minerals and Natural Resources Department. A letter of credit is not acceptable.

IV. References

A list of the Bidder's general background including relevant resources, capabilities, experience, and references with telephone numbers (Section 00420). Do not leave blanks. The Bidder must have a minimum of five (5) years of related construction experience to qualify.

V. Supplements

A complete listing of all subcontractors (Section 00430), if applicable, including for each subcontractor: the work to be performed; the subcontractor's name, address, telephone number, and New Mexico Contractor License Number, if applicable; and a complete listing of pertinent equipment (Section 00450) including for each piece of equipment: the type, manufacturer, model, capacity, and condition. Do not leave blanks.

If for any reason this ITB requires further amendment, such amendments shall be sent via addenda to all parties recorded by the Project Engineer as having received the Bidding Documents. Each Bidder shall be required to acknowledge the receipt of any addenda on the bid form. If such addenda become necessary, they will be distributed within a reasonable time to allow the Bidders to consider the amendment in preparation of their bid.

A responsive bid to the ITB shall be submitted as a sealed electronic bid and shall include project costs for each work task on the Bid Form (Section 00300). Prices quoted in these sealed bids shall be firm fixed prices for both lump sum and/or unit prices as listed on the Bid Form. This ITB shall become a part of the final contract agreement.

The total bid amounts as read at the Bid Opening are tentative only and subject to verification of mathematical accuracy. Such verification may result in a change to the order of the bids. The Bidder with the lowest overall total bid price will be announced as the apparent low Bidder. The apparent low Bidder's bid will be carefully evaluated to ensure that it complies with the evaluation criteria listed below and the other requirements of this ITB. The bid will be awarded with reasonable promptness by written Notice of Award to the lowest responsible, qualified Bidder. If for any reason the apparent low Bidder does not meet all the evaluation criteria listed below or comply with all the requirements of this ITB, the next lowest Bidder will be evaluated and awarded the contract if the evaluation criteria are met.

The evaluation criteria include:

1. possession of a valid New Mexico Contractor License appropriate for the work;
2. proof of registration with Labor Relations Division of the New Mexico Department of Workforce Solutions for contractor and subcontractors when Bidder submits a bid valued at or more \$60,000; and
3. proven records of satisfactory work performance for both Bidder and listed subcontractors.

This evaluation is not conducted to determine whether one Bidder's offering is superior to another Bidder's but only to determine that a Bidder's offering is acceptable as set forth in the ITB.

Each Bidder shall submit information sufficient to evaluate the bid based on documentation of the Bidder's proven ability to perform the required tasks. Failure to provide the information required to evaluate the bid shall result in rejection of the bid without further discussion.

All questions about the meaning or intent of the Bidding Documents shall be submitted to the Project Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Project Engineer as having received the Bidding Documents. Questions received less than ten (10) business days before the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without effect. Bidders or the Contractor shall promptly notify the Project Engineer of any ambiguity, inconsistency, or error which they may perceive upon examination of the Bidding Documents or of the site and local conditions.

Note: Because this project is one hundred percent (100%) federally funded none of the Resident Preferences will be accepted or applied.

VI. New Mexico Employees Health Insurance

- A. If Bidder has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of any Agreement which may result from this ITB, Bidder agrees, by submitting a bid, to have in place, and agree to maintain for the Agreement's term, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Bidder and the state exceed two hundred fifty thousand dollars (\$250,000).
- B. Bidder agrees to maintain a record of the number of employees who have:
- 1) accepted health insurance;
 - 2) declined health insurance due to other health insurance coverage already in place; or
 - 3) declined health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

- C. Bidder agrees to advise all employees of the availability of state publicly-financed health care coverage programs.

VI. Use of Brand Name Specifications

Use of any brand name herein is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

00125 – BID ASSURANCES

In addition to the requirements above, the Bidder must make, include, and agree to the following assurances as a part of the responsive bid submitted in response to this Invitation for Bids (ITB):

I. General

This ITB does not commit EMNRD to pay any costs incurred by any Bidder in the submission of a responsive bid, in making necessary studies and designs for the responsive bid, or in procuring or contracting for services or supplies for the preparation of the responsive bid. Issuance of this ITB does not constitute an award commitment by EMNRD. An ITB may be canceled and any or all bids may be rejected in whole or in part, when it is in the best interest of the State of New Mexico. EMNRD may waive, in its sole discretion, technical irregularities that do not affect the contractual conditions, delivery, price, quality, or quantity of the construction, services, or items of tangible personal property that are bid. EMNRD specifically reserves the right to reject responsible, qualified bids from which EMNRD is not able to determine the true amount of the bid, and bids that exceed EMNRD's budgeted or available funds for the project. Final approval for funding is contingent upon approval from the Department of the Interior: Office of Surface Mining Reclamation and Enforcement - Denver Regional Office.

II. Confidentiality

It is further understood that all bids shall become a part of the official file on this matter without obligation of EMNRD and shall be made available for public inspection, unless the Bidder specifies in writing that specific portions of the bid are confidential and are to be held confidential by EMNRD in accordance with NMSA 1978, § 71-2-8. All matter intended to be confidential shall be submitted in a sealed envelope marked "confidential" and each page of the material shall also be marked clearly with the word "confidential". EMNRD reserves the right to review information submitted as to confidentiality. For this purpose, confidential information includes, but is not limited to, matter that relates to trade secrets or which is privileged commercial or financial information that affects the competitive rights of the person, firm, or corporation that submits it.

III. Inspection

To assure EMNRD that the Bidder has the competence, equipment, facilities, and staff to furnish the services required under this contract, EMNRD shall be allowed to determine the

adequacy of the competence, equipment, facilities, and staff of any Bidder considered for the contract award. For this purpose, if EMNRD deems it appropriate, the Bidder shall permit representatives of EMNRD to inspect the Bidder's equipment and facilities.

IV. Samples

Bid samples or descriptive literature should not be submitted unless expressly requested. Regardless of any attempt by a Bidder to condition the bid, unsolicited bid samples or descriptive literature, which are submitted at the Bidder's risk, will not be examined or tested, and will not be deemed to vary any of the provisions of this ITB.

V. Cancellation

Failure by the successful Bidder to return the signed contract with acceptable contract bond and insurance within ten (10) business days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of EMNRD, not as a penalty, but in liquidation of damages sustained.

00130 – MANDATORY PRE-BID CONFERENCE

Prospective Bidders are required to attend the in-person pre-bid conference, to inspect the location of the proposed water tank and where the work is to be conducted and to familiarize themselves with existing conditions that may affect the performance of the contract work. Subcontractors and suppliers are not required to attend the pre-bid conference; however, failure to inspect the site will not relieve subcontractors and suppliers from the responsibility of properly estimating the difficulty and cost of performing their portion of the work.

See the Invitation to Bid for date, location, and time. AML representatives will present the work site conditions and the scope of work during the in-person meeting. Potential Offerors must submit questions in writing to be considered binding to **James Ortega at James.Ortega@gsd.nm.gov**. See the Invitation to Bid for date, location, and time.

Those attending are advised to be prompt.

NOTE: NOTHING STATED AT THE PRE-BID CONFERENCE SHALL CHANGE THIS INVITATION FOR BIDS UNLESS SUCH CHANGE IS MADE BY WRITTEN AMENDMENT.

ATTACHMENT CHECKLIST

The following forms and attachments shall be submitted with your bid:

- A. ___ Bidder Information
- B. ___ Schedule of Values
- C. ___ Experience Summary
- D. ___ References List
- E. ___ Equipment List
- F. ___ Bid Security Bond Form with Agent's Affidavit
- G. ___ Subcontractor & Department of Workforce Solutions, Industrial & Labor Division Listing Requirements
- H. ___ List of Subcontractors
- I. ___ DOI OSMRE Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying
- J. ___ DOI OSMRE Applicant/Violator System Information Form

Additional Notices for Contractor to Review Prior to Bidding

Notice: Buy America Domestic Procurement Preference

Notice: Davis-Bacon Wage Rate Requirements

The following forms and attachments are due at time of award:

- K. ___ Certificate of Insurance with Agency named as additional insured (all subcontractors also insured)
- L. ___ Performance Bond and Labor & Material Payment Bond
- M. ___ Wage Rate Determination if bid amount is sixty thousand dollars (\$60,000.00) or more issued by NM Dept. of Workforce Solutions

The following forms shall be submitted after award

- N. ___ Application for Payment (*submit when invoicing*)

00300 – BID FORMS

BIDDER NAME: _____

Instructions:

For lump sum Bid Items, only enter bid in right column, “Bid Amount”; otherwise, provide both a Unit Price and Bid Amount (Unit Price X Quantity). All bids must include the written value of the same amount as the Bid Amount in the right column (Example: if \$13,500.00 is the Bid Amount in the right column, then this amount must be written below it as “Thirteen thousand five hundred dollars and zero cents”). In case of discrepancy, the amount shown in words shall govern. All entries shall be either typed or entered in block print. The provided quantities are of materials and work required to complete the project are approximations only and are given as a basis for calculation upon which the contract award will be determined. All provided costs shall exclude applicable state gross receipts tax or applicable local option tax.

BID ITEM	MATERIAL / WORK DESCRIPTION	UNITS	UNIT PRICE (US \$)	QUANTITY	BID AMOUNT (US Dollars)
1	Mobilization (Not to exceed 10% of TOTAL BASE BID)	Lump Sum	NA		\$ _____
(Written Bid Amount in Dollars and Cents)					
2	Site Preparation and Installation of BMPs Clearing and Grubbing, BMP installation	Lump Sum	NA		\$ _____
(Written Bid Amount in Dollars and Cents)					

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BID ITEM	MATERIAL / WORK DESCRIPTION	UNITS	UNIT PRICE (US \$)	QUANTITY	BID AMOUNT (US Dollars)
3	Tank Pad Preparation Import material to build up pad, compacting in lifts and stabilizing slopes	Lump Sum	NA		\$ _____
<hr/>					
(Written Bid Amount in Dollars and Cents)					
4	Tank Foundation and Tank Construction Construction of Tank foundation and steel tank	Lump Sum	NA		\$ _____
<hr/>					
(Written Bid Amount in Dollars and Cents)					
5	Waterline Construction and Testing Trench and backfill new water line from tank to point of connection to existing line. Includes jack and bore under NMSR 14. Includes Traffic Control as needed.	Lump Sum	NA		\$ _____
<hr/>					
(Written Bid Amount in Dollars and Cents)					

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6	Reseeding of Disturbed Areas Seeding (including amendments) and Mulch placement	½-acre	\$ _____	1	\$ _____
---	---	--------	----------	---	----------

(Written Bid Amount in Dollars and Cents)

TOTAL BASE BID¹ (sum of Bid Amounts for Bid Items 1 through 6)

(Written Dollars and Cents) Dollars (\$ _____)

(Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

END OF BID FORM

¹The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax.

I agree to the assurances set out in the Invitation for Bids, all of which are incorporated in this Bid Form by reference. I certify that I have the authority to bind the Bidder. The matters stated in this bid are true and accurate to the best of the Bidder’s knowledge. This bid is made without collusion or fraud.

SIGNED: _____

TITLE: _____

DATE: _____

BIDDER’S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NEW MEXICO CONTRACTOR’S LICENSE NO.: _____

LICENSE CATEGORIES: _____

CONTRACTOR NM LABOR ENFORCEMENT FUND REGISTRATION NO.:²

SUBCONTRACTOR LABOR ENFORCEMENT FUND REGISTRATION NO.(S):¹

I (we) do hereby acknowledge receipt of the following addenda to the project documents:

Addendum No. _____ **Dated:** _____

Addendum No. _____ **Dated:** _____

Addendum No. _____ **Dated:** _____

² Required for bids and subcontracts valued at more than fifty thousand dollars (\$50,000).

00400 – SUPPLEMENTS TO BID FORMS

00410 - Bid Security Form

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New Mexico as Surety, hereinafter called the Surety, are held and firmly bound unto the Energy, Minerals and Natural Resources Department, 1220 South St. Francis Drive, Santa Fe, New Mexico 87505, as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Project.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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, or in the event of the failure of the Principal to enter such Contract or give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the 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.

Signed and sealed this _____ day of _____, 20_.

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

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00420 - Bidder's Qualification Forms

CONTRACTOR'S QUALIFICATION STATEMENT

To be filled out by the Bidder and returned with the responsive Bid.

BIDDER: _____

I. Experience

List the relevant construction projects that your organization has completed in the past ten (10) years, giving the name of the project, project owner, contract amount, date of completion, and percentage of the cost of the work performed with your own forces. Do not leave blanks.

I. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

II. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

III. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

IV. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

V. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

II. References

List references for the above projects including work performed, contact person, firm represented, mailing address, email address, and phone number with area code. Do not leave blanks.

1. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

2. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

3. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

4. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

5. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

6. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (____) _____

7. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (____) _____

8. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (____) _____

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LIST OF SUBCONTRACTORS AND EQUIPMENT

To be filled out by the Bidder and returned with the responsive Bid.

BIDDER: _____

00430 – SUBCONTRACTORS LIST

Any person submitting a bid shall in this bid set forth the name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project and whose total contract will be in excess of five thousand dollars (\$5,000.00) and the nature of the work which will be done by each subcontractor under the New Mexico Subcontractors Fair Practices Act, NMSA 1978, § 13-4-34. The Contractor shall list only one subcontractor for each category as defined by the Contractor in this bid. Do not leave blanks. If no subcontractors, indicate such. The statute does not require listings of second tier subcontractors, material suppliers, and subcontractors whose contracts are less than five thousand dollars (\$5,000.00).

1. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: () _____ License No.: _____

2. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: () _____ License No.: _____

3. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone No.: (_____) _____ License No.: _____

4. Work: _____
Public Works Number: _____

Firm Represented: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone No.: (_____) _____ License No.: _____

5. Work: _____
Public Works Number: _____

Firm Represented: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone No.: (_____) _____ License No.: _____

6. Work: _____
Public Works Number: _____

Firm Represented: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone No.: (_____) _____ License No.: _____

00450 – EQUIPMENT LIST

List all pertinent equipment proposed to be employed on the above Project as required by the bidding documents. Attach a list on a separate piece of paper if more space is needed.

The equipment list will be used to determine eligibility of bidders. All bids must include the Equipment List.

A. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

B. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

C. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

D. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

E. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

F. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

G. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

H. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

I. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

00500 – SAMPLE AGREEMENT FORMS

SHARE Contract No. 50-52100-24-06149

**STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**

CONSTRUCTION SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD), and xxx (Contractor). EMNRD’s Director and staff of the Mining and Minerals Division (MMD) shall supervise and coordinate the work under this Construction Services Contract (Agreement).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

I. Scope of Work

A. The Contractor shall perform the work described in the Specifications for the Madrid Water Tank Project in Santa Fe County, New Mexico in the Project Manual which is part of Invitation to Bid (ITB) No. 50-52100-24-06149. The ITB was solicited by the General Services Department, State Purchasing Division ITB No. xxx. The Project Manual, Specifications, ITB, and Contractor’s completed Bid Response (dated: XXXXXX) are all incorporated into and made a part of this Agreement by reference. EMNRD shall have the sole authority to approve any changes to the Scope of Work and the Specifications and to approve the Contractor’s final work product.

B. Within thirty (30) calendar days of receiving the written Notice to Proceed (NTP) via certified mail, the Contractor shall mobilize to the site and commence work. Prior to commencement of work, the Contractor shall obtain all necessary permits required for this work.

C. ~~**BEFORE ANY WORK IS INITIATED,**~~ the Contractor shall give notice to all utility companies that provide service to the contract site and inform the utility companies of the work to be performed. In the event that work performed in connection with this Agreement may disturb utilities, Contractor shall coordinate with utility companies to ensure that locations of overhead or buried utilities and appurtenances are marked. Prior to work taking place, Contractor shall provide advance notice to consumers who may be affected by service disruption.

II. Compensation

A. EMNRD shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of [redacted] (\$xxx,xxx.xx), including New Mexico Gross Receipts Taxes, if applicable.

The Contract Sum is determined as follows:

Total Base Bid	\$
Gross Receipts Tax @ 7.3750%	\$
Total Contract Sum	\$

If the state gross receipts tax or local option tax increases the Contractor must submit a request for a change order in order to increase the state gross receipts tax or local option tax on this Agreement (1.4.1.24 NMAC).

Agreements solicited by competitive sealed bids shall require that the bid amount exclude the applicable state gross receipts tax or local option tax, but that EMNRD shall be required to pay the tax including any increase in the tax becoming effective after this Agreement is entered into. The tax shall be shown as a separate amount on each billing or requires for payment made under this Agreement.

B. Subject to subparagraph II.A. above, and based on Applications for Payment (invoice), a copy of which is included herein at Section 00900 of the Project Manual, submitted to the EMNRD Project Engineer by the Contractor and certificates for payment issued by the EMNRD Project Engineer, EMNRD shall make progress payments on account of the contract sum, to the Contractor as provided in the contract for the period ending the last day of the month as follows: no later than twenty-one (21) days following receipt by EMNRD of the undisputed Application for Payment, one hundred percent (100%) of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated in the work, and one hundred percent (100%) of the portion of the contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by EMNRD; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as the EMNRD Project Engineer shall determine for all incomplete work and unsettled claims as provided in the contract documents, which shall be paid in accordance with this Section.

C. Prompt Payment Act Compliance: Contractor shall comply with the Prompt Payment Act, NMSA 1978, § 57-28-5(C), in making prompt payments to its subcontractors and suppliers for amounts owed for work performed relating to this Agreement within seven days of receipt of payment from EMNRD.

D. Final Payment: Final payment constituting the entire undisputed and unpaid balance of the contract sum shall be paid by EMNRD to the Contractor within ten (10) days after the EMNRD Project Engineer completes a final inspection and the EMNRD Project

Manager notifies the Project Engineer that all incomplete and unacceptable work that was noted during the Final Inspection has been corrected.

III. Term and Liquidated Damage for Inconvenience and Increased Administrative Cost

The work to be performed under this Agreement shall commence no later than thirty (30) consecutive calendar days after the date of written "Notice to Proceed." Project completion (see Section 00100 of the Project Manual) shall be no later than two hundred forty (240) days, including all Sundays, holidays, and non-workdays, after the Contractor receives a written Notice to Proceed, except as hereafter extended by EMNRD by valid written Change Order.

The parties agree that time for the performance of this Agreement is of the essence. Should the Contractor fail to perform the entire project within the contract time for project completion, the Contractor agrees to the charge of three hundred dollars (\$300) per calendar day of liquidated damages representing inconvenience and increased administrative cost. Such damages shall begin to accrue on the calendar day following the last day for performance of work under this Agreement. The Contract stipulates that EMNRD may withhold additional payments under this Agreement or attach the performance bond to cover the liquidated damages set forth above or to cover the cost of any duplicative work that is made necessary by Contractor's failure to perform as required by this Agreement. Liquidated damages shall continue until written notice of satisfactory completion is forwarded by the Project Manager to the Project Engineer. This provision is limited to damages for inconvenience and increased administrative cost and shall not otherwise affect EMNRD's right to seek other remedies including other damages, at law or in equity.

IV. Termination

A. For Reasons Beyond Contractor's Control:

1. EMNRD may, by written order, terminate this Agreement or any portion thereof after determining that, for reasons beyond Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be limited to, executive orders of the President relating to prosecution of war or national defense, acts of God, labor strikes, a national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national, state or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

2. If EMNRD orders termination of this Agreement effective on a certain date, payment shall be made for the actual number of units or items of work completed at the

contract unit price, or as mutually agreed for items of work partially completed.

3. Acceptable materials Contractor obtains for the work, but which have not been incorporated therein, may, at EMNRD's option, be purchased from the Contractor at actual cost, delivered to a prescribed location, or otherwise disposed of as mutually agreed.

4. After receipt of EMNRD's notice of termination issued pursuant to this Section IV.A., the Contractor may submit a claim for costs not covered above or elsewhere in the Specifications. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, overhead expenses attributable to the project terminated, legal and accounting charges involved solely in preparing the claim for costs, subcontractor costs not otherwise paid for, actual idle labor costs if work is stopped in advance of termination date, and guaranteed payments for private land usage as part of the original contract. In no event, however, shall loss of anticipated profits be considered as part of any settlement.

5. The Contractor agrees to make all cost records available upon EMNRD's request.

6. Termination of a contract or portion thereof shall not relieve the Contractor of any contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the work performed.

B. For Reasons Within Contractor's Control:

1. If the Contractor:

- a. fails to begin the work under this Agreement within the time specified in the Notice to Proceed;
- b. fails to perform the work with sufficient skilled workers and equipment or with sufficient proper materials to assure the prompt completion of said work;
- c. fails to comply with laws, ordinances, rules, regulations or orders of public authority having jurisdiction;
- d. performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable;
- e. discontinues the prosecution of the work, without EMNRD's prior written approval;
- f. fails to resume work which has been discontinued without EMNRD's prior written approval within a reasonable time after notice to do so;
- g. becomes insolvent or files for bankruptcy or is placed into bankruptcy by creditors, or commits any acts of bankruptcy or insolvency;
- h. allows a final judgment, in a suit filed in connection with this

- Agreement, to stand against the Contractor unsatisfied for a period of 30 business days;
- i. makes an assignment, in connection with this Agreement, for the benefit of creditors;
 - j. fails to carry on the work in an acceptable manner; or
 - k. otherwise has committed a material breach of this Agreement.

If EMNRD wishes to terminate this Agreement for any of the above reasons, EMNRD shall give notice in writing to Contractor and the surety of the occurrence(s) upon which EMNRD bases the termination, and the corrective measures to be taken (Default Notice), if any. Failure of EMNRD to provide a default notice or terminate this Agreement shall not operate as a waiver by EMNRD either at the time of such failure or in the future.

If the Contractor or surety, within a period of ten (10) business days after such notice, does not proceed in accordance therewith, then EMNRD shall have full power and authority without violating this Agreement to take possession of the premises and of all materials thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment for the work that Contractor performed after the date of the Default Notice until the work is finished. EMNRD shall also have all remedies available to it at law and in equity.

V. Status of the Contractor

The Contractor and its agents and employees are independent Contractors performing construction services for EMNRD and are not employees of the State of New Mexico. 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 State of New Mexico as a result of this Agreement.

VI. 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 EMNRD.

VII. Subcontracting

The Contractor shall comply fully with the provisions of the New Mexico Subcontractors Fair Practices Act, NMSA 1978, § 13-4-31 through 13-4-42. The Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval of EMNRD.

VIII. Records and Audit

The Contractor shall maintain detailed time and expenditure records that show the date, time, nature and cost of services rendered under this Agreement and retain them for six years from the date of final payment under this Agreement. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to EMNRD within New Mexico within five business days upon EMNRD's request. The records shall be subject to inspection by EMNRD, DFA, the State Auditor and the U.S. Department of the Interior (DOI). Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by DOI or any authorized representative and shall continue until all potential litigation, appeals, claims or exceptions have expired or been resolved.

IX. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico, the federal Congress, and DOI for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by EMNRD to the Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

X. Release

The Contractor, upon final payment of the amount due under this Agreement, releases EMNRD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. This release is self-executing upon such final payment. The Contractor agrees not to purport to bind the State of New Mexico to any obligation unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

XI. Confidentiality

Any confidential information provided to or developed by the Contractor 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 EMNRD.

XII. Amendment or Change Order

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

XIII. Scope of Agreement

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

XIV. Civil and Criminal Liability Notice

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

XV. Equal Opportunity Compliance

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, 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.

XVI. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico, without giving effect to its choice of law provisions. In any lawsuit filed that relates to or arises from this Agreement or any obligations hereunder, venue shall be only in the New Mexico State District Court in Santa Fe, New Mexico. By executing this Agreement, Contractor agrees and consents to the personal jurisdiction of the State Court of New Mexico over any and all lawsuits relating to or arising from this Agreement or any obligation hereunder.

XVII. Waiver

No waiver of any of the terms or conditions of this Agreement shall be valid or binding

unless the waiver request is submitted in writing by the party making the request and then approved and signed by the party granting the waiver.

XVIII. Notices

A. Unless EMNRD specifies otherwise in a writing that is delivered pursuant to this Paragraph, notices and all other matters concerning the work to be performed hereunder shall be addressed to EMNRD as follows:

Mike Tompson, P.E., AML Program Manager
Mining and Minerals Division
Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, NM 87505
505-690-8063

B. Unless the Contractor shall specify otherwise in a writing that is delivered pursuant to this Paragraph, notices and all other matters concerning the work to be performed hereunder shall be addressed to the Contractor as follows:

NAME OF CONTRACTOR
ADDRESS
ADDITIONAL ADDRESS
CITY, ST, ZIP
(XXX) XXX-XXXX

C. Any and all notices or other communications required or permitted by this Agreement or by law to be served or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given upon actual receipt by or three (3) business days subsequent to certified mailing to the party to whom it is directed, whichever is earlier.

XIX. Indemnification

The Contractor shall defend, indemnify, and hold harmless EMNRD, and its officers, employees, agents and representatives, and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees, and all other liabilities and expenses of any kind from any source that may arise out of this Agreement’s performance, caused by the negligent or intentional act or failure to act of Contractor, its officers, employees, servants, subcontractors, consultants, clients, or agents, resulting in injury or damage to persons or property during the time when Contractor, its officers, agents, employees, servants, subcontractors, or consultants has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by Contractor, its officers, agents, employees, servants, subcontractors, clients, consultants under this Agreement is

brought against Contractor, or any of its officers, agents, employees, servants, subcontractors or consultants, Contractor shall, as soon as practicable but no later than two days after it receives notice thereof, notify EMNRD's legal counsel and the Risk Management Division of the New Mexico General Services Department by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

XX. Duty to Insure

A. In respect solely to the work occasioned by this Agreement, the Contractor shall obtain and maintain at all times during the term of this Agreement, and any extension thereof, insurance of the kind and in the amounts herein specified. Such insurance shall be provided by insurance companies authorized to do business in New Mexico and shall name the "State of New Mexico, EMNRD, MMD, and its agents and employees thereof" as either additional insured, co-insured, or third-party beneficiaries and shall specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

1. General Liability. Bodily injury liability and property damage liability insurance in the following minimum amounts: five hundred thousand dollars (\$500,000.00) for damages to or destruction of property arising out of a single occurrence; one million dollars (\$1,000,000.00) to any person for any number of claims arising out of a single occurrence for all damages other than property damages, and one million dollars (\$1,000,000.00) for all claims arising out of a single occurrence.

2. Automobile Liability. Automobile liability insurance covering the ownership, operation, and maintenance of owned, non-owned, and hired vehicles, in the following amounts:

Bodily injury liability –

Seven hundred thousand dollars (\$700,000.00) each person, One million dollars (\$1,000,000.00) each occurrence;

Property damage liability--

One million dollars (\$1,000,000.00) each occurrence.

3. Workers' Compensation. The Contractor shall comply fully with the provisions of the New Mexico Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70.

B. The Contractor shall furnish EMNRD with certificates of insurance and such other proof of insurance as EMNRD may require, prior to commencing work under this Agreement, and shall not commence any work under this Agreement until the required insurance coverage is obtained. The insurance coverage shall not be changed, canceled, or allowed to lapse without giving EMNRD thirty (30) business days' prior written notice.

XXI. New Mexico Employees Health Insurance

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for this Agreement’s term, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceed two hundred fifty thousand (\$250,000).

B. Contractor agrees to maintain a record of the number of employees who have:

C.

- 1) accepted health insurance;
- 2) declined health insurance due to other health insurance coverage already in place; or
- 3) declined health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

D. Contractor agrees to advise all employees of the availability of state publicly-financed health care coverage programs.

XXII. Disputes

Any dispute, other than the Contractor’s acts set forth in Section IV, Termination, B., For Reasons Within Contractor’s Control, concerning a question of fact arising under this Agreement, not disposed of by agreement, shall, first, be decided by the MMD Director, who shall reduce a decision to writing and furnish a signed copy to the Contractor. Such decision shall be final and conclusive unless, within thirty (30) calendar days from the date of notification of the decision by certified mail, the Contractor mails or otherwise furnishes to the MMD Director, a written appeal, addressed to the EMNRD Secretary, to which MMD may respond in ten (10) business days. The Contractor shall be afforded an opportunity to be heard. The decision of the EMNRD Secretary or the authorized representative thereof, shall be final and conclusive.

XXIII. Suspension of Work

A Suspension of Work Notice may be issued by the Project Manager if the Project Manager believes that any action of the Contractor is contrary to the intent of this Agreement or that any health or safety standard is violated or that a threat to public health or safety exists. No work performed after issuance of a Suspension of Work Notice shall be eligible for payment while such notice is in effect. No work shall proceed until such notice is vacated, in writing, by the MMD Director.

XXIV. Compliance with the Public Works Minimum Wage Act and Minimum Wage Rate Decision

A. If the Work to be performed under this Agreement is subject to the provisions of the Public Works Minimum Wage Act, NMSA 1978, Section 13-4-11 *et seq.*, Contractor shall comply with such act and applicable state rules. Each Application for Payment submitted to EMNRD shall include a certification by Contractor that it has complied with the provisions of NMSA 1978, Section 13-4-11 and applicable state rules when making wage payments for work performed pursuant to this Agreement.

B. This Agreement is within the scope of the Public Works Minimum Wage Act, NMSA 1978, Sections 13-4-10, *et seq.* The Minimum Wage Rate Decision No. LU-19-2265-H of the New Mexico Labor and Industrial Division (1.505.841.4408) shall be complied with by the Contractor and any subcontractors. A copy of the Decision is included at Section 00830 of the Project Manual.

C. If compensation to be paid under this Agreement is in excess of sixty thousand dollars (\$60,000.00), the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the Director (Director) of the Labor Relations Division (LRD) of the New Mexico Workforce Solutions Department, to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the state or locality.

D. The Contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to NMSA 1978, Section 13-4-11.B to be the prevailing wage rates and prevailing fringe benefit rates issued for this project.

E. Pursuant to Sections 11.1.2.9.B(6) through (10), NMAC, Public Works Minimum Wage Act Policy Manual, Contractor and all tiers of subcontractors shall submit certified weekly payroll records to EMNRD on a bi-weekly basis, and, to the LRD Director when requested by the Director or an interested party such as contractors, contracting agencies, labor organizations and contractor associations.

1. All payroll records provided to EMNRD must contain the following information in the specified format:

- (a) the employee's full name and address need only appear on the first payroll on which the employee's name appears, unless a change of address necessitates an additional submittal to reflect the new address;
- (b) the employee's classification (or classifications);

- (c) the employee’s hourly wage rate (or rates); the employee’s hourly fringe benefits; and where applicable, the employee’s overtime hourly wage rate (or rates);
- (d) the daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted);
- (e) the itemized deductions made;
- (f) the net wages paid; and
- (g) the number of the wage rate decision issued on the project by the Director.

2. All payrolls shall be numbered, starting with number one for the first payroll at the beginning of the job and continuing in numerical order until the job is completed.

3. Contractor and each of his or her subcontractors shall submit a bi-weekly statement of compliance in the following form:

Date _____

I, _____, (Name of Signatory Party)
(Title)

do hereby state:

That I pay or supervise the payment of the persons employed by _____
(contractor or subcontractor) on the _____; that (building or work)

During the payroll period commencing on the _____ day of _____, 20_____, and ending the _____ day of _____, 20_____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____(Contractor or subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law.

That any payrolls under this Agreement required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates incorporated into the Agreement; that the classifications set forth therein for each laborer or mechanic conform with the work he performed. That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the office of apprenticeship United States department of labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state or federal agency(ies) if and as required by law and applicable federal regulation.

I, _____, being first duly sworn on oath under penalty of perjury, swear that the foregoing information is true and correct.

Notary: Subscribed and sworn to before me at _____ this _____ day of _____, 20_____.

Notary public

(SIGNATURE)

(DATE)

My commission expires: _____

4. The Contractor and all subcontractors and their tiers shall deliver or mail to EMNRD legible copies of the certified weekly payrolls prepared in accordance with these regulations to the prime contractor and the contracting agency no more than five (5) working days following the close of the second payroll period. Weekly payrolls shall be submitted bi-weekly.

5. The affidavit form must be filed prior to the final payment to a Contractor. Bond monies and retainage will be released only to Contractors who have filed affidavits pursuant to the provisions of 11.1.2. NMAC. Any Contractor or subcontractor who files a false statement or refuses to file any statement or record required to be filed under the provisions of 11.1.2 NMAC shall be considered as non-compliant and shall be subject to debarment proceedings. EMNRD and Contractor shall keep all certified payroll records for four (4) years after the completion of this Agreement.

F. EMNRD shall require wage rate inspections during the period of construction.

G. Contractors and all contracting tiers on projects must file a statement of intent to pay prevailing wages (intent), and an affidavit of wages paid (affidavit). The intent form must be filed with EMNRD within three (3) business days of the award of each respective contract. EMNRD will make no payments to a non-compliant contractor until an intent form is filed.

H. Contractor or subcontractor shall post minimum wage rates in a prominent, easily accessible place at the site of each particular project.

I. The LRD Director shall furnish EMNRD with a poster containing the minimum wage rates. EMNRD shall forward said poster to Contractor for posting at each particular project site.

J. Contractor and subcontractor shall comply with all requirements imposed by the Public Works Minimum Wage Act and Section 11.1.2, NMAC.

K. Contractor's records shall be subject to inspection by state and federal agencies that have jurisdiction over such matters to determine compliance with the provisions of NMSA 1978, Section 13-4-11 *et seq.*, as provided above or by an applicable federal or state law. If Contractor fails to comply with the provisions of this Section XXVII, EMNRD may terminate this Agreement by giving notice in the manner provided herein.

XXV. Required Bond for Public Works Contractor

This Agreement is within the scope of NMSA 1978, Sections 13-4-18 through 13-4-20. BEFORE BEGINNING ANY WORK UNDER THIS AGREEMENT, the Contractor shall furnish a performance bond (see example in Section 00610 of the Project Manual) and a payment bond (see example in Section 00620 of the Project Manual) both executed by the Contractor and issued by a surety authorized to do business in the State of New Mexico in an amount equal to

one hundred percent (100%) of the total Agreement price. Agreement price equals bid total plus gross receipts tax. A letter of credit is not acceptable.

The performance bond shall be conditioned upon the Contractor's performance and faithful completion of this Agreement, according to the terms, in compliance with all requirements of law. The payment bond shall guarantee payments of all just claims for the labor performed and for materials and supplies furnished, whether the labor and supplies are furnished to the prime Contractor or any subcontractors. These bonds shall be in the form approved by EMNRD. The surety shall be subject to the approval of EMNRD. The decision of EMNRD shall be accepted by the Contractor as final.

XXVI. Compliance with Trafficking Victims Protection Act of 2000

A. Pursuant to 2 C.F.R, Chapter 1, Part 175, § 175, EMNRD may immediately and unilaterally terminate this Agreement without penalty if the Contractor or subcontractor:

- 1) engages in severe forms of trafficking in persons during this Agreement's term;
- 2) procures a commercial sex act during this Agreement's term; or
- 3) uses forced labor in the performance of this Agreement.

B. Contractor shall immediately inform EMNRD of any information Contractor receives from any source alleging a violation of a prohibition in Paragraph A. of this Section 13.28.

C. Contractor shall include the requirements of this Section XXIII in any subcontract which may result from this Agreement.

XXVII. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs)

Contractor shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies, equipment, construction, and services. The affirmative steps shall include the following:

- a) including qualified MBEs/WBEs on solicitation lists;
- b) assuring that MBEs/WBEs are solicited once they are identified;
- c) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

- d) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- e) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U. S. Small Business Administration to identify MBEs/WBEs, as required; and
- f) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

XXIX. Compliance with Federal Laws

A. Contractor shall comply with 2 C.F.R. Sections 200.317 through 200.327 for procurement conducted pursuant to this Agreement.

B. If this Agreement is valued at more than one hundred thousand dollars (\$100,000), Contractor shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. §7401 et seq.); Clean Water Act (33 U.S.C. §1251 et seq.); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency regulations.

C. If this Agreement is valued at more than one hundred thousand dollars (\$100,000), Contractor shall comply with 40 U.S.C §§ 3702 and 3704 of the Contract Work Hours and Safety Standards Act (Act), as supplemented by U.S. Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market.

D. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

E. If the value of this Agreement exceeds one hundred thousand dollars (\$100,000), Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

F. Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by U.S. Department of Labor regulations (29 C.F.R. Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor and subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. EMNRD shall report all suspected or reported violations to the Office of Surface Mining Reclamation and Enforcement.

G. Contractor shall not award subcontracts to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMG guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

CONTRACTOR

By: _____ Date: _____
Authorized Representative

Printed Name Title

STATE OF NEW MEXICO, GENERAL SERVICES DEPARTMENT, STATE PURCHASING DIVISION

By: _____ Date: _____
State Purchasing Agent

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

**STATE OF NEW MEXICO
TAXATION AND REVENUE
DEPARTMENT**

Contractor Name: _____

NM I.D. No.: _____

By: _____

Date: _____

Taxation and Revenue is only verifying the registration and will not confirm or deny tax liability statements contained in this contract.

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00600 – BONDS AND CERTIFICATES

**00610 - Performance
Bonds**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, _____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Energy, Minerals and Natural Resources Department, 1220 South St. Francis Drive, Santa Fe, New Mexico 87505, as Obligee, hereinafter called the Owner, in the amount of _____ Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20_, entered into a contract with Owner for the Harding Pegmatite Mine Safeguard Project, Phase II, Project No. EMNRD-MMD-2022-02, Taos County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Performance Bond

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or

contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____, 20_.

WITNESS

WITNESS

PRINCIPAL (Seal)

TITLE

SURETY (Seal)

TITLE

00620 - Payment Bonds

Bond No. _____

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Energy, Minerals and Natural Resources Department, 1220 South St. Francis Drive, Santa Fe, New Mexico 87505, as Obligee, hereinafter called the Owner, in the amount of Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Owner for the Harding Pegmatite Mine Safeguard Project, Phase II, Project No. EMNRD-MMD-2022-02, Taos County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

Labor and Material Payment Bond

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name

- of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics’ liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20_.

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

00650 – CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the addressee. It does not amend, extend, or alter the coverage afforded by the policies listed below.

Name and Address of Insured Covering (Project Name and Location) Address: Mining and Minerals Division Energy, Minerals and Natural Resources Department State of New Mexico 1220 South St. Francis Drive Santa Fe, New Mexico 87505	COMPANIES AFFORDING COVERAGE	
	A	
	B	
	C	
	D	
	E	
	F	

This is to certify that the following described policies, subject to their terms, conditions, and exclusions, have been issued to the above- named insured and are in force at this time.

TYPE OF INSURANCE	CO. CODE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN THOUSANDS					
					EACH OCCURRENCE	AGGREGATE			
(a) Worker's Compensation				Statutory					
(b) Employer's Liability					\$	Each Accident			
Comprehensive General Liability including: <input type="checkbox"/> Premises – Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Broad Form Property Damage Contractual Liability <input type="checkbox"/> Explosion and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Personal Injury with Employment Exclusion Deleted				Bodily Injury	\$	\$			
				Property Damage	\$	\$			
				Bodily Injury and Property Damage Combined	\$	\$			
				*Applies to Products and Completed Operations Hazard				\$	(Personal Injury)
Comprehensive Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person)	\$				
				Bodily Injury (Each Accident)	\$				
				Property Damage	\$				
				Bodily Injury and Property Damage Combined	\$	\$			
Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella				Bodily Injury and Property Damage Combined	\$	\$			
Other (Specify)				The State of New Mexico, EMNRD, MMD, and its agents and employees thereof are either additional insured, co-insured, or principal beneficiary.					

1. Products and completed Operations coverage will be maintained for a minimum period of: 1 2 year(s) after final payment
2. Has each of the above-listed policies been endorsed to reflect the company's obligation to notify the addressee in the event of cancellation or non-renewal?
 Yes No

CERTIFICATION

I hereby certify that I am an authorized representative of each of the insurance companies listed above, and that the coverage's afforded under the policies listed above will not be canceled or allowed to expire unless thirty (30) days written notice has been given to the addressee of this certificate.

Name of Issuing Agency

Signature of Authorized Representative

Address

Date of Issue

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00700 – GENERAL CONDITIONS

00704 - Differing Site Conditions

During the progress of work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Project Engineer will investigate the conditions, and if the Project Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Project Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused by unchanged work.

00713 – Warranty and Guarantee

The Contractor shall obtain and assign to EMNRD all manufacturers' and producers' guarantees or warranties which are normally provided as customary trade practice for items and materials incorporated into the work. In the absence of a manufacturer's or producer's guarantee, the Contractor warrants that equipment and material incorporated into the work is free from any defects or imperfections in workmanship and material for a period of one year after acceptance by EMNRD. The Contractor shall promptly, without cost to EMNRD, and in accordance with EMNRD's written instructions, either correct such defective work, or, if it has been rejected by EMNRD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, EMNRD may have the defective work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor.

00720 - Duties, Responsibilities and Limitations of Authority of the Project Manager

A. General

The Project Manager is the EMNRD employee who monitors construction and who will confer with the Project Engineer regarding project actions. The Project Manager's dealings in matters pertaining to the on-site work shall in general be only with the Project Engineer and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communication with EMNRD will be through or as directed by the Project Engineer.

B. Duties and Responsibilities.

The Project Manager will:

1. Schedules: Review the progress schedule prepared by the Contractor and consult with the Project Engineer concerning acceptability.
2. Conferences: Attend preconstruction conferences, progress meetings, job conferences as required in consultation with the Project Engineer, and other project related meetings.
3. Liaison: Serve as the Project Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist the superintendent in understanding the intent of the Contract Documents.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of shop drawings and samples, receive samples that are furnished at the site by the Contractor, and notify the Project Engineer of their availability for examination.
 - b. Advise the Project Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the Project Engineer has not accepted the submission.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the work in progress to assist the Project Engineer in determining if the work is proceeding in accordance with the Contract Documents, and that completed work will conform to the Contract Documents.

- b. Report to the Project Engineer whenever the Project Manager believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment; and advise the Project Engineer when the Project Manager believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Project Engineer appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Project Engineer.
6. Interpretation of Contract Documents: Transmit to Contractor the Project Engineer's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in drawings or Specifications and report them with recommendations to the Project Engineer.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after the execution of the Contract, the Project Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Engineer. Record names, addresses and telephone numbers of all the

Contractors, subcontractors and major suppliers of materials and equipment.

9. Reports:
 - a. Furnish the Project Engineer periodic reports as required of progress of the work and the Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with the Project Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to the Project Engineer upon the occurrence of any accident.
10. Payment Requisitions: Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Project Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operation Manuals: During the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items installed; and deliver this material to the Project Engineer for review prior to final acceptance of the work.
12. Completion:
 - a. Before the Contractor issues written certification to the Project Engineer that the project is complete, submit to the Contractor a pre-final list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of the Project Engineer and the Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to the Project Engineer concerning acceptance.

C. Limitations of Authority.

Except upon written instructions of the Project Engineer and notification to the Contractor, the Project Manager:

- a. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- b. Shall not exceed limitations on the Project Engineer's authority as set forth in the Contract Documents.
- c. Shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent, or expedite the work.
- d. Shall not issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- e. Shall not issue directions as to safety precautions and programs regarding the work.
- f. Shall not participate in specialized field or laboratory test, unless such is specifically called for in the Contract Documents.
- g. Shall not receive any materials, supplies, equipment, etc. on behalf of the Contractor.

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00800 – SUPPLEMENTARY CONDITIONS

00825 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

**U.S. DEPARTMENT OF THE INTERIOR
Office of Surface Mining Reclamation and Enforcement**

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (See Appendix B of Subpart D of 43 C.F.R. 12).

Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals) (See Appendix C of Subpart D of 43 C.F.R. 12).

Certification Regarding Lobbying (See 43 C.F.R. 18).

Signature on this form provides for compliance with certification requirements under 43 C.F.R. Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Surface Mining determines to award the covered transaction, grant or cooperative agreement.

PART A: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

___ *CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Drug Free Workplace Requirements

___ *CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

1. The grantee certifies that it will or continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - I Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

- 2. The grantee shall provide below the site(s) of the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

PART C: Certification Regarding Lobbying

_____ *CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

NAME

DATE

TITLE

This form consolidates DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963.

DI-2010 (March 1995)
Modified for AML Use

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00826 – APPLICANT/VIOLATOR SYSTEM INFORMATION

Instructions for Completing the AML Contractor Form OMB #1029-0119

Purpose: The Office of Surface Mining Reclamation and Enforcement Applicant/Violator System (AVS) office is required to conduct eligibility checks for businesses performing abandoned mine land (AML) reclamation work to ensure those businesses are not associated with any coal mining violations. This form is used to update the AVS database which maintains relationship information between individuals and their associated businesses. If you have any questions, please contact the AVS Office at 800-643-9748 or avshelp@osmre.gov.

Part A: General Information: Part A should be completed by the AML Contractor. You can find an electronic fillable form on our website (https://www.osmre.gov/sites/default/files/inline-files/AML%20Contractor%20Information%20Form%202024_6.pdf). **ELECTRONIC FORM MUST BE COMPLETED AND SUBMITTED WITH BID**

Part B: Obtain an Organizational Family Tree (OFT): Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships between individuals and their associated business.

To obtain an OFT:

1. Go to the AVS database website: <https://avss.osmre.gov>.
2. Click “Access AVS”, and then “Login as Guest”.
3. Hover your cursor over the word “Reports” and select “Entity OFT Report”.
4. In the search box labelled “Entity Name” type the first few letters or words of your business name.
5. Click the magnifying glass to search for your business.
6. Possible matches will appear in the lower drop down. Select the correct business. If this drop down is blank or your business does not appear in the list your business is not in the AVS and you should check Box 3, and complete Part D of this form.
7. When your business is correctly displayed in the drop down click “Load Report” to generate an OFT.
8. Enter your e-mail in the “Mail To” box and click send. A pdf of the report will be sent by the system.

If you are a new company and/or this is your first AML bid: Your business is most likely **not** in the AVS. If your company does not appear in the AVS database, move on to Part C, check Box 3, and complete Part D of this form.

If your company has worked on previous AML projects or in the coal mining industry: Your business is most likely in the AVS but may need to be updated. Obtain and review your OFT and then complete Part C.

If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date.

Part D: OFT Information. Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS, or if your company **does not** have any information in the AVS. Include **all** fields, including the relevant begin and/or end dates for individuals, including middle name or initial for individuals if possible.

Answers to Part D FAQs:

Which employees should be included in Part D?

Any current or separated employee of significance should be listed. Refer to the list provided at the top of Part D. For those owning less than 10% reporting the ownership is optional. Include those employees who direct, manage, or control the project.

What address and phone number should I use?

Use the address and phone number where the person receives business correspondence.

What are the begin and end dates for?

Begin dates indicate when a person started in that position in your company. If an individual still works at the company, you can simply fill in the begin date and leave the end date blank or write "N/A". **End dates** are used for indicating that someone no longer works in that capacity or is no longer employed at the company. **If an employee has held more than one position** or title, note the begin dates/end dates for each position.

00820 – WAGE RATE REQUIREMENTS

All work covered by this Price Agreement shall be in accordance with applicable state or federal laws and subject to a minimum wage rate determination issued by the Davis-Bacon Act or the State of New Mexico, Department of Workforce Solutions (DWS).

The Contractor is to maintain and have available for inspection by DWS, upon request, certified copies of its payrolls. The contractor/subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the NM DWS Prevailing wage rate as established. A copy of wage rates shall be posted in a conspicuous location on the job site. It is the responsibility of the Contractor to pay the wage rate in effect when the project was bid.

For all wage rate classifications not listed within the Davis-Bacon Wage Determination, a wage rate decision is required by the New Mexico Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>. AML will request a wage rate determination from the U.S. Department of Labor Wage and Hour Division (WHD) and DWS. For additional Davis-Bacon Act Wage Requirements review **Notice: Davis-Bacon Wage Rate Requirements** in the appendices below.

For Davis-Bacon Act Occupation Definitions please refer the following U.S. Department of Labor SCA Directory of Occupations 5th Edition.

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/SCADirectVers5.pdf>

For New Mexico Department of Workforce Solutions Job Classifications And Descriptions please refer to the following NMAC 11.1.2.18:

https://nmonesource.com/nmos/nmac/en/item/18046/index.do#!b/s11_1_2_18

Since the work to be performed under this agreement is entirely funded by grants from the federal government, all Contractors along with their subcontractors must comply with:

- the Davis-Bacon Act requiring not less than locally prevailing wages and fringe benefits be paid to employees;
- 2 CFR part 1401 Requirements for Drug-Free Workplace requiring a drug-free workplace policy; and
- 40 USC parts 3701-3708 The Contract Work Hours and Safety Standards Act regarding overtime.

0830 – WAGE DETERMINATION SCHEDULE

New Mexico Wage Determination Schedule



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: Madrid Water Tank Project
Requested Date: 10/09/2024
Approved Date: 10/10/2024
Approved Wage Decision Number: SF-24-3274-A

Wage Decision Expiration Date: 02/07/2025

2) Physical Location of Jobsite for Project:
Job Site Address: 2801A NM-14
Job Site City: Los Cerrillos
Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): NM Energy, Minerals, and Natural Resources Department
Contracting Agency Contact's Name: Beatrice Groven
Contracting Agency Contact's Phone: (505) 549-6782 Ext.

4) Estimated Contract Award Date: 01/30/2025

5) Estimated total project cost: \$500,000.00
a. Are any federal funds involved?: Yes - \$500,000.00
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Installation of 125,000 gallon water tank for the town of Madrid. This will also include installation of water lines and two new hydrants to upgrade the towns fire suppression system.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$500,000.00	Installation of 125,000 gallon water tank for the town of Madrid. This will also include installation of water lines and two new hydrants to upgrade the towns fire suppression system.



LABOR RELATIONS DIVISION
401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

**LABOR RELATIONS DIVISION**

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US**Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.



TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2024

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.89
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter/Lather	29.11	12.79
Carpenter- Los Alamos county	33.18	13.58
Cement Mason	19.34	7.41
Drywall Finisher/Taper	26.40	8.86
Glazier/Fabricator	21.75	7.10
Ironworker Journeyman	28.49	18.71
Probationary Ironworker	22.79	18.71
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	40.74	15.90
Electricians- Outside Classifications: Zone 1		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10
Cable Splicer	48.87	20.22
Electricians-Outside Classifications: Zone 2		
Ground man	26.32	12.79
Equipment Operator	37.76	17.13
Lineman	47.70	19.92
Journeyman technician	44.42	19.10

Cable Splicer	48.87	20.22
Electricians-Outside Classifications: Los Alamos county		
Ground man	27.07	12.81
Equipment Operator	38.85	17.17
Lineman/technician	48.95	20.24
Journeyman technician	45.70	19.42
Cable Splicer	53.75	21.44
Laborers		
Group I – unskilled	16.60	7.30
Group II – semiskilled	17.60	7.30
Group III – skilled	18.10	7.30
Group IV – specialty	18.60	7.30
Operators		
Group I	22.42	6.79
Group II	23.50	6.79
Group III	23.61	6.79
Group IV	24.09	6.79
Group V	24.21	6.79
Group VI	24.43	6.79
Group VII	24.62	6.79
Group VIII	25.33	6.79
Group IX	33.56	6.79
Group X	37.43	6.79
Soft Floor Layers	21.00	9.20
Truck Drivers		
Group I-IX	19.75	9.15

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

Federal Davis-Bacon Wage Determination Schedule

"General Decision Number: NM20240042 07/26/2024
 Superseded General Decision Number: NM20230042
 State: New Mexico
 Construction Type: Heavy
 HEAVY CONSTRUCTION PROJECTS
 County: Santa Fe County in New Mexico.
 HEAVY CONSTRUCTION PROJECTS
 Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	07/26/2024

* CARP1319-011 01/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.63	12.71

 ELEC0611-001 01/01/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	10.81

 * SUNM2016-011 09/26/2018

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 16.43 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 19.44	8.08
IRONWORKER, REINFORCING.....	\$ 27.80	0.00
LABORER: Common or General.....	\$ 15.34 **	3.63
LABORER: Pipelayer.....	\$ 16.67 **	3.04
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.12	6.18
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.06	0.00
OPERATOR: Bulldozer.....	\$ 21.00	0.00
OPERATOR: Grader/Blade.....	\$ 19.02	0.00
OPERATOR: Loader.....	\$ 18.30	0.00
OPERATOR: Oiler.....	\$ 18.23	0.00
OPERATOR: Roller.....	\$ 18.83	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.53 **	0.00

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling
- On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

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00900 – APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT
Madrid Water Tank Project
Santa Fe County, New Mexico EMNRD-MMD-2025-1

Contract No. _____ Contractor: _____ Billing No. _____ Billing Date _____ Terminate _____

Mailing Address: _____ Billing represents work completed through (date) _____

<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>BASIS OF EVALUATION</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS OR PERCENT THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS OR PERCENT PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS OR PERCENT REMAINING</u>	<u>AMOUNTS REMAINING</u>
1.	Mobilization (Not to exceed 10% of total base bid)	For the lump sum of							
2.	Site Preparation and Installation of BMPs	For the lump sum of							
3.	Tank Pad Preparation	For the lump sum of							
4.	Tank Foundation and Tank Construction	For the lump sum of							
5.	Waterline Construction and Testing	For the lump sum of							
6.	Reseeding of disturbed areas	Completion of seeding and mulch placement in increments of 1/2-acres							
TOTAL CONTRACT	\$ _____								

CERTIFICATION

I do hereby certify that the work described herein has been performed and that no previous payment for the Total Amount Due this Statement, as shown above, has been received.

By: _____ By: _____ By: _____

AML Program Manager

Contractor

AML Project Engineer

DATE: _____ DATE: _____ DATE: _____

APPENDIX A
VENDOR INFORMATION FORM

PURSUANT TO INTERNAL REVENUE SERVICE REGULATIONS, VENDORS MUST FURNISH THEIR TAXPAYER IDENTIFICATION NUMBER (TIN) TO THE STATE. IF THIS NUMBER IS NOT PROVIDED, THE VENDOR MAY BE SUBJECT TO A TWENTY PERCENT (20%) WITHHOLDING ON EACH PAYMENT. TO AVOID THIS TWENTY PERCENT (20%) WITHHOLDING AND TO ENSURE ACCURATE TAX INFORMATION IS REPORTED TO THE INTERNAL REVENUE SERVICE AND THE STATE, PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION.

Legal Business Name: _____

Address: _____

Telephone Number: _____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER

Social Security Number ----- _____
---- or ----

Federal Employer Identification Number _____

Type of Business (Check One):

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ General Limited
- _____ Corporation
- _____ Public Service Corporation
- _____ Government/Nonprofit
- _____ Other (please specify)

OTHER TAX ACCOUNT NUMBERS

New Mexico BTIN Identification Number: _____

State Unemployment Tax Number: _____

Under penalties of perjury, I hereby declare that I have examined this form and to the best of my knowledge and belief, it is true and correct, and complete.

Name (print or type)

Title (print or type)

Signature

Date

APPENDIX B**NOTICE: Buy America Domestic Procurement Preference**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may

waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

NOTICE: Davis-Bacon Wage Rate Requirements

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR

5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized

representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written

request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

APPENDIX C

SPECIFICATIONS

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DIVISION 1 – GENERAL REQUIREMENTS

The following sections describe the general requirements of this project. References to Sheet Numbers, refer to the design drawings, which are included in this Project Manual.

01010 – SUMMARY OF WORK

The Madrid Water Tank Project is located on NMSR 14 just south of Madrid, NM in Santa Fe County, New Mexico. The project area (see Sheet No. 3) is on private surface ownership in Section 25, Township 14 North, Range 07 East (USGS 7.5' Madrid Quadrangle).

This project involves construction of a new 125,000 gallon water tank and new 8" water line along NMSR14, connecting to an existing 8" waterline for increased fire flow. Four phases will be completed:

- Preparation and construction of tank pad area. Build up and compact a new water tank pad for construction of new tank. PH corrective soil must be provided as the top layer of soil for the tank pad. Material may be stockpiled just north of the tank pad site. (see Sheet 12) Tank pad slopes to be stabilized with 3"-4" fractured rock over Mirafi fabric or equal.
- Tank foundation completed by contractor based on design from tank provider and tank to be completed by tank provider.
- New 8" water line to be constructed for new tank to existing water line on east side of arroyo. (see Sheet 5). Water line to be jack & bored under NMSR 14 at location shown on Sheet 4. The water line crossing under the arroyo may be open trenched, weather permitting, at location shown on Sheet 5. The new water line is to be connected to the existing water line, also shown on Sheet 5.
- The new tank is to be connected to the existing well as shown on Sheet 3. Reseed any disturbed areas and replace any fence removed/damaged during construction.

Demobilization shall be conducted in such a manner to ensure that the Contractor leaves all project areas in as good or better condition than before disturbance.

01011 – SUMMARY OF PROJECT AND CONSTRUCTION ACCESS

The project site consists of an existing well and water tank. The new water tank is to be constructed west of the existing well and tank locations and then connected to the existing well.

To the maximum extent practicable, construction access is limited to the existing access road running through the site. Tank pad construction may require the removal and replacement of the fence to the west of the site. The fence to the south of the site is not to be disturbed unless permission is granted by the adjacent landowner.

The Contractor shall be responsible for thoroughly investigating site conditions and scheduling their equipment, equipment operations, personnel, and safety procedures to prevent accidents and injuries.

01012 – AVOIDANCE AREAS FOR PRESERVATION OF CULTURAL AND BIOLOGICAL RESOURCES

The Contractor shall avoid designated cultural and biological resources. The Contractor shall avoid any activities outside of the designated areas of disturbance. Access routes and methods to construction areas shall be coordinated with the Project Manager prior to mobilizing. No construction disturbances (including excavation, fill and stockpiling of construction materials) or moving of artifacts shall take place. The Project Manager or Project Engineer may designate special avoidance areas.

The Contractor shall bear all direct, indirect, and consequential costs of repairs due to unauthorized damage caused by the Contractor's operations to cultural and biological resources to be avoided. These costs shall include but are not limited to fees and charges of engineers, attorneys, and other professionals, made necessary thereby.

The Contractor shall cooperate fully to preserve archaeological and historic artifacts and any threatened or endangered species found within the project area. If the Contractor encounters a previously inventoried archaeological site, historic site, or species listed as or proposed to be listed as threatened or endangered, the Contractor shall terminate all further operation in that immediate area until the archaeological or biological preservation agencies have had the opportunity to survey the site. This termination shall not preclude continuation of work in other areas nor shall it entitle the Contractor to additional payment in any form, other than an extension of time, unless the Contractor is substantially precluded from working on the entire project.

As construction activities will take place during the migratory bird nesting season (February 15 - September 15), a preconstruction migratory bird survey will be required by the AML Program or representatives of the AML Program and will take place within 10 days to the start of construction. The Contractor shall contact the AML Program Project Engineer at least one month prior to commencement of construction to coordinate this survey or three weeks prior to Notice to Proceed. Failure by the Contractor to timely coordinate a preconstruction migratory bird survey may impact the Contractor's schedule and no additional time or compensation will be granted. Following receipt of NTP, the Contractor shall be responsible for maintaining nest free conditions in construction-impacted areas. The Contractor shall comply with the requirements of the Migratory Bird Treaty Act (MBTA), the United States Fish and Wildlife Service (USFWS), and shall not cause harm or harassment to migratory birds.

If occupied nests are found, the AML Program will coordinate with the New Mexico Game and Fish Department and USFWS to determine the appropriate exclusion buffer. This exclusion buffer will remain until after the juvenile birds have fledged (flown from the nest).

01013 – Unmarked Human Burials

If unmarked human burials are discovered during ground disturbing activities on state or private land, work will stop. The remains will be protected from further disturbance and AMLP will notify the local law enforcement agency, the Office of the Medical Investigator (OMI), the state land managing agency, and State Historic Preservation Officer (SHPO). If the OMI determines that the remains are without medico-legal significance, the OMI will terminate jurisdiction and SHPO, in consultation with AMLP and the state land managing agency, will determine the steps to be taken to protect or remove the remains in accordance with the Cultural Properties Act §18-6-11.2, NMSA 1978 and implementing rule 4.10.11 NMAC.

AMLP will consult with Tribes that may attach religious and cultural significance to human remains, graves or associated funerary objects. This consultation will be coordinated with SHPO and may be conducted concurrently with SHPO notification to the tribes pursuant to 4.10.11 NMAC.

If unmarked human burials are discovered on federal land, work will stop, and the remains will be protected from further disturbance. AMLP will contact the federal land managing agency(s) and SHPO. The federal land managing agency(s) will comply with 25 USC 3002 (d) of the Native American Graves Protection and Repatriation Act (NAGPRA) and implementing regulations at 43 CFR § 10.

01015 – CONTRACTOR'S USE OF THE PREMISES

The Contractor shall take reasonable measures to avoid traffic conflicts between vehicles of the Contractor's employees and private citizens and to avoid overloading of any driveways, roads and streets. The Contractor shall limit the access of equipment and trucks to the project site and provide protection for any improvements over which trucks and equipment must pass to reach the job site. If heavy equipment operated on wet or soft roads causes excessive rutting, the damage shall be repaired by grading the road upon completion of the work.

01025 – MEASUREMENT AND PAYMENT

The measurement for payment is as defined below. Payment shall be made based on the applicable unit or lump sum price bid therefor in the Bid Form. The estimated quantities of materials and work required to complete the project are approximations only and are given as a basis for calculation upon which the contract award will be determined. All estimated quantities could vary considerably and will depend on the actual conditions encountered at the time the work is performed. AML reserves the right to decrease or increase any or all of the quantities of materials or work as may be deemed necessary during the project.

01027 – APPLICATIONS FOR PAYMENT

All Applications for Payment for work performed under this contract shall whenever practicable, first be reviewed by the Project Manager before being submitted to:

Mike Tompson, P.E., AML Program Manager
Mining and Minerals Division
Energy, Minerals, and Natural Resources Department
State of New Mexico
1220 South St. Francis Drive
Santa Fe, NM 87505
Mike.Tompson@emnrd.nm.gov

Applications for Payment shall include a breakdown of project costs per day, including all labor, equipment usage, materials, mileage, and a description of the work completed for the day. All Applications for Payment shall include appropriate backup, including mileage logs, daily field reports showing work start/stop times, and materials receipts. Gross receipts tax shall be broken out separately on the Application for Payment.

01028 – PRICES

The following subsections describe the lump sum and unit prices to be paid under this contract.

I. Lump Sum Prices

The basis of payment of lump sum prices as outlined in the Bid Form is as follows:

A. Mobilization

Payment for Mobilization will be made at the lump sum prices bid therefor in the Bid Form but shall not exceed 10% of the total base bid. It is the intent of this specification to provide for the Contractor to receive 100% of the mobilization bid item by the time the Contractor has completed ten percent of the total original contract amount less mobilization. Total original contract amount less mobilization shall mean the total amount bid as compensation for the contract, excluding gross receipts tax, less the amount bid for mobilization. For lesser amounts of work completed (less than 10%), the Contractor shall receive a prorated portion of the mobilization.

In addition, payment for Mobilization will not be made until the Project Engineer's approval of an adequate performance. An "adequate performance" will be satisfied when the Contractor has shown the ability to successfully perform the required tasks of this project as outlined in these Specifications to the satisfaction of the Project Engineer. In case of any weather delays, compensation for additional Mobilization will not be made.

Payment for Mobilization shall include all equipment, fees, fuel, insurance, labor, permits, personnel, supervision and transportation to assemble, drive, operate, place, position, provide security measures for, and transport equipment, field offices, fuel, implements, machinery, materials, temporary sanitary facilities, and support facilities to and at the job site in conformance with the Project Manager's directives and these Specifications. This amount shall

include complete Mobilization no matter how often equipment is transported to individual sites within the project area.

Mobilization shall also include preparation of an Occupational Safety and Health Administration (OSHA) compliant Health and Safety Plan (HASP) detailing the site-specific hazards and safety precautions associated with site work. The HASP shall include a list of responsible persons, hazard identification, hazard controls and safe practices, emergency and accident response, employee training requirements, chemical safety data sheets (SDS), and communication information and procedures.

Mobilization shall also include providing materials for animal exclusion as defined in the beginning of Division 2 – Sitework.

Mobilization shall also include preparation of any other required pre-construction submittals as specified in this manual.

B. Site Preparation and Installation of BMPs

Payment for completing BMP installation and other SWPPP measures at specified site will be made at the lump sum price shown in the Bid Form. These prices shall include all work necessary to complete the implantation of the SWPPP and initial site clear and grubbing in accordance with the drawings and specifications. This work shall include the tasks necessary to access the site, including clearing as necessary; removal of temporary fencing; temporary removal of existing barbed wire fence (one location); preparation of site and stockpile location; placement and compaction of imported and salvaged backfill; grading/landforming of backfill; and including all equipment, labor, material, and supervision costs necessary to complete SWPPP construction.

C. Tank Pad Preparation

Build up tank pad per plan using imported fill. Soil immediately under the tank pad must be PH Corrective soil. Pad shall be compacted to 95% of maximum density as defined by ASTM D 1557 modified proctor. Slopes extending out from pad shall be per plan and stabilized with 3"-4" fractured rock on Mirafi (or equal) fabric. Soil compaction shall be in lifts as specified in the Geotechnical Report and monitored for compaction.

D. Tank Foundation and Tank Construction

The tank specified on the plans is a Tank Connections bolted tank. Construction drawings for tank and foundation to be issued by Tank Connections. Foundation construction to be completed by contractor per plan provided by structural engineer through Tank Connections. Tank construction to be completed by Tank Connections per their proposal.

An alternate tank and foundation design of equivalent to the design provided may be presented if the contractor does not wish to use Tank Connections. Alternate design must be approved by AML

prior to proceeding with construction.

E. Waterline Construction and Testing

Excavate and save loose soil. Construct waterline from tank to connection point per plans. Trench along NMSR 14 until crossing location and complete jack & bore under NMSR 14. Continue trench and waterline installation along NMSR14 until arroyo crossing and connect to existing waterline as shown on construction drawings.

Once waterline is constructed, it shall be hydrostatic tested prior to connection to the tank and the existing waterline. The test shall be in accordance with AWWA C600 in the presence of the Engineer or their authorized representative. The lines shall be tested at 150 psi, or 1.5 times the normal working pressure of the line, whichever is greater, for not less than two (2) hours. Each section of new line shall be tested between valves to ensure the valves will hold the pressure. No installed pipe shall be accepted if the leakage is greater than that determined by the Hydrostatic Test sheet calculation. If total leakage is less than allowable, the line can be accepted. All visible leaks shall be repaired regardless of the amount of leakage and the test reconducted.

In cases where a new main is being connected to an existing main without the installation of a new valve, the end of the new main shall be temporarily capped and restrained and a hydrostatic test performed. Hydrostatic test should not be made such that an existing valve or existing main is included in the test section. Once all new waterlines have passed the hydrostatic testing and the lines have been disinfected and flushed, they may be connected to the existing waterline and tank. The Tank must be completed and tested as well prior to final connection of lines.

F. Reseeding and Mulching of Disturbed Areas

Payment for Reseeding and Mulching of Disturbed Areas will be made at the unit prices bid. The area shall be measured in the field, parallel to the seeded and mulched surface using methods acceptable to the Project Engineer. Payment for seeding and mulching will be made at the unit price of the Contractor's bid on the Bid Form multiplied by the number of units installed. This price shall include soil preparation including raking, topdressing, incorporating specified soil amendments, mulch, and seeding by broadcasting including all equipment, labor, material and supervision costs necessary to complete installation, of all areas disturbed by construction activities.

Any surface disturbance areas of the project must be seeded and mulched. Disturbed areas may include but are not limited to: filled areas, temporary access routes and obliterated roads, areas used for office (as necessary) and sanitation units, equipment parking, closed access trails, stockpile and storage areas, and service areas.

01030 – ALTERNATES

Whenever equipment or materials are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the

item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, the Project Engineer may accept equipment or materials of other suppliers if the Contractor submits sufficient information to allow for adequate determination that the equipment or materials proposed are equivalent or equal to that named.

01035 – MODIFICATION PROCEDURES

The following section describes procedures for making modifications to the contract by change orders. Modifications may involve changes in contract sum, contract time, and scope.

01036 – CHANGE ORDER PROCEDURES

The Contractor shall submit a request for any changes in the work under this contract, in writing, to the Project Engineer. No changes in work or quantities shown shall be authorized until a properly executed Change Order has been issued by MMD. Any work performed outside the original quantities or scope of work, before the issuance of a properly executed Change Order, shall be at the Contractor's risk.

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Engineer within fifteen working days of the occurrence of the event causing the claim. The extent of the claim with supporting data shall be included unless the Project Engineer allows additional time to ascertain more accurate data. The Project Engineer shall determine all claims for adjustment in the Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided above. Such delays shall include, but may not be restricted to, acts or neglect beyond the Contractor's control, epidemics, fires, floods, labor disputes, abnormal weather conditions, or acts of nature. In the event delays in construction occur due to weather, the conditions as outlined above will be in effect. If the Contractor leaves the project area due to a weather delay, the Contractor shall be responsible for assuring that all areas are left in a clean and safe condition as approved and directed by the Project Manager. In case of any weather delays, compensation for additional Mobilization or Demobilization will not be made.

01040 – COORDINATION

The following sections define the parties responsible for coordination of the contract work at the project and job site levels.

01041 - PROJECT COORDINATION

The Project Engineer will send the Contractor Notices to Proceed, Change Orders, other contract documents, and approvals on Applications for Payment. The Project Manager or Project Engineer may issue a Suspension of Work Notice if there is reasonable basis to believe that the Contractor is violating any condition or term of the contract or specifications, or that violations

of health and safety standards will occur unless such notice is issued. No work shall proceed until the Suspension of Work Notice has been vacated.

01042 – MECHANICAL AND ELECTRICAL COORDINATION

The Contractor shall be responsible for the coordination of all mechanical and electrical aspects of the contract work. This includes overseeing of the general operation and maintenance of that equipment.

01043 – JOB SITE ADMINISTRATION

The Contractor shall be responsible for the administration of the contract work at the job site. This includes assuring that all equipment and materials used for the contract work meet the required specifications set forth and that all work is performed in a timely and orderly manner. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs concerning the work. The Contractor shall designate a full time on-site superintendent or authorized representative who shall be present or can be contacted readily during project working hours. This person shall represent the Contractor in dealing with the Project Manager and shall insure adherence to these specifications and any other directives.

01050 – FIELD ENGINEERING

The Contractor shall be responsible for locating and avoiding all underground utilities at the contract work site. If damage to the utilities occurs during the contract work, the damage shall be repaired at the Contractor's expense.

The Contractor shall also be responsible for the proper setting of all construction staking. The Contractor shall provide engineering surveys for construction to establish reference points that are necessary to enable the Work to proceed. The Contractor shall be responsible for surveying and laying out the Work, shall protect and preserve any established reference points, and shall make no changes or relocations without the prior written approval of the Project Engineer. The Contractor shall report to the Project Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so destroyed, lost, or moved. When it becomes necessary in the construction of public works, to remove or obliterate any triangulation station, bench mark, corner monument, stake, witness mark, or other reference mark, it shall be the duty of the Contractor in charge of the work to cause to be established by a New Mexico registered land surveyor one or more permanent reference marks which shall be plainly marked as witness corners or reference marks, as near as practicable to the original mark, and to record a map, field notes, or both, with the county clerk and county surveyor of the county wherein located, showing clearly the position of the marks established with reference to the position of the original work. The surveys or measurements made to connect the reference marks with the original mark shall be of at least the same order of precision as the original survey. The developed data shall be certified by a licensed surveyor and submitted to the AML.

01060 – REGULATORY REQUIREMENTS

The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees and shall protect and indemnify the State of New Mexico and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or any employees. The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

01090 – REFERENCES

Reference to standard specifications, manuals, or codes of any technical association, organization, or society, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulation in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Contractor.

01092 - ABBREVIATIONS

The following is an explanation of the abbreviations that may be used in the contract documents:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AML	Abandoned Mine Land Program of MMD
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
ATSA	American Traffic Services Association
AWS	American Welding Society
CFR	Code of Federal Regulations
CPR	ccardiopulmonary resuscitation
CRSI	Concrete Reinforcing Steel Institute
EMNRD	Energy, Minerals, and Natural Resources Department (state)
HASP	Health and Safety Plan
MBTA	Migratory Bird Treaty Act
MMD	Mining and Minerals Division of EMNRD
NMAC	New Mexico Administrative Code
NMSA	New Mexico Statutes Annotated
NTP	notice to proceed
OSHA	Occupational Safety and Health Administration

OSMRE	Office of Surface Mining, Reclamation, and Enforcement (federal)
PLS	Pure Live Seed
SAE	Society of Automotive Engineers
SDS	safety data sheet
USFWS	United States Fish and Wildlife Service

01100 – SPECIAL PROJECT PROCEDURES

The following section describes special procedures for alteration, preservation, security, hazardous materials, and other types of projects demanding unique procedures. Safety procedures and methods for all underground work inside abandoned mine entries shall be in accordance with the "New Mexico Mine Safety Code for All Mines," published by the New Mexico Institute of Mining & Technology, State Inspector of Mines, Bureau of Mine Inspection, P.O. Box W105, Socorro, NM 87801, 1.505.835.5460.

01135 - HAZARDOUS AND CONFINED AREA PROCEDURES

This project requires construction work in and around high traffic areas and an arroyo. The Contractor shall be responsible for thoroughly investigating the site conditions and scheduling the Contractor's equipment, equipment operations, personnel, and safety procedures to prevent accidents and injuries.

The Contractor is fully responsible for construction safety and shall keep the Project Manager informed of his hazardous area safety procedures.

01170 - INDUSTRIAL WASTES AND TOXIC SUBSTANCES

The Contractor shall comply with all applicable laws and regulations existing or hereafter enacted or promulgated regarding industrial wastes and toxic substances. In any event, the Contractor shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) regarding any toxic substances that are used, generated by or stored at the project site. See 40 CFR, Part 702799. Additionally, any release of toxic substances (leaks, spills, etc.) greater than the reportable quantity established by 40 CFR, Part 117, shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any federal agency or state government because of a reportable release or spill of any toxic substances shall be furnished to the Project Engineer concurrent with the filing of the reports to the involved federal agency or state government.

01200 – PROJECT MEETINGS

The following sections describe the required project meetings that the Contractor is expected to attend.

01210 - PRECONSTRUCTION CONFERENCES

Before starting work at the site, a conference will be held to review the construction schedules; to establish procedures for handling documents, drawings, other submissions, and for processing Applications for Payment; and to establish a working understanding between the parties as to the nature of the project. Present at the conference will be the Project Manager, the Project Engineer, the Contractor, the Contractor's superintendent, and other persons as appropriate. The Contractor shall present a progress schedule at the preconstruction conference as specified in Section 01310 below and a fire prevention and awareness plan as specified in Section 01565 below.

01220 - PROGRESS MEETINGS

Progress meetings may be held during construction for purposes of scheduling and coordination of work. Throughout the life of the project, the Contractor shall keep the Project Manager and Project Engineer well informed of the schedule of work.

01300 – SUBMITTALS

The following sections describe the required documents and reports to be submitted by the Contractor during the contract work.

01310 - PROGRESS SCHEDULES

The Contractor shall provide a detailed progress schedule to be followed in completing the work. This schedule shall be submitted in writing at the preconstruction conference and shall show the anticipated time required by the Contractor to complete each item of work in the Bid Form. Schedules may be prepared as a horizontal bar chart with a separate bar for each major portion of work or operation, identifying the first workday of each week.

01320 - PROGRESS REPORTS

The Contractor shall submit written accurate daily progress reports to the Project Manager. The reports shall include but are not limited to work accomplished, quantities of unit price bid items installed, including load tickets as appropriate, records of any complaints including corrective actions taken, records of visitors to the site, and records of any personal injury or property damage incidents. The Contractor's authorized representative shall meet the Project Manager a minimum of once each week to verify and sign-off on all payable units of work performed during that week. The authorized representatives from both parties shall be designated at the start of the project during the preconstruction conference.

01330 – HEALTH AND SAFETY PLAN

The Contractor shall prepare a Health and Safety Plan (HASP) detailing the site-specific hazards and safety precautions associated with site work. The HASP shall comply with OSHA standards and shall include a list of responsible persons, hazard identification, hazard controls

and safe practices, emergency and accident response, employee training requirements, required personal protective equipment (PPE), SDS, and communication information and procedures.

The HASP shall also describe hazards related to the COVID-19 Pandemic. The HASP shall include the Contractor's Infections Disease Preparedness and Response Plan, which shall include:

- Where, how, and to what sources of Covid-19 site personnel might be exposed.
- Non-occupational risk factors at home and in community settings.
- Workers' individual risk factors (e.g., older age; presence of chronic medical conditions, including immunocompromising conditions; pregnancy).
- Controls necessary to address these risks.
- Basic infection prevention measures.
- Policies and procedures for prompt identification and isolation of sick people.
- Workplace controls for reducing the risk of Covid-19 spread in the workplace.

Additional information and safety resources related to COVID-19 can be found on OSHA's website: <https://www.osha.gov/SLTC/covid-19/>

Contractor shall follow New Mexico Department of Health Public Health Orders, Executive Orders, and COVID safe practices for construction. Additional information maybe be found on the New Mexico Department of Health Coronavirus Disease 2019 webpage at <https://cv.nmhealth.org/>.

The Contractor shall submit a draft of the HASP to the Project Engineer for review and comment a minimum of one month before mobilization to the site. The Contractor shall finalize the HASP and submit a final copy to the Project Engineer prior to beginning work on the project site.

01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

The Contractor shall submit shop drawings, product data, and samples as required in the specifications. Submittals shall be organized such that each submittal covers items in no more than one specification section. The Contractor shall allow a minimum of 14 calendar days for the Project Engineer's review; shorter periods for Project Engineer's review will not be acceptable. The Contractor shall allow acceptable time for the entire review process including transmittal, initial Project Engineer's review, correction and resubmission, final review, and distribution.

Engineering data and shop drawings covering all equipment and fabricated materials shall be submitted to the Project Engineer for review and comments. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and

supports required; and performance characteristics and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by the Contractor.

It shall be the duty of the Contractor to check all data and shop drawings for completeness before submittal for Project Engineer's review. Each drawing or data sheet shall have indicated there on the proposed use of the item as it pertains to the Work. Catalog cuts, pages, or copies submitted for review shall have items proposed for use in the Work clearly marked and identified. The current catalog number, date, and revision and drawing number (if applicable) shall be included.

Deviations from the drawings or specifications shall be identified on each submittal and shall be referenced in the Contractor's transmittal letter. The submittal for such deviations shall also include details of changes proposed and modifications required for all affected portions of the Work.

Shop drawings and other review data shall be submitted to the Project Engineer only from the Contractor.

The Contractor's submittal of shop drawings and other review material shall represent that the Contractor has reviewed the details and requirements of the Contract Documents, has coordinated the subject of the submittal with other portions of the Work, and has verified dimensions, quantities, construction details, materials, and installation criteria, as applicable for the Work. The Contractor shall accept full responsibility for the completeness of each submittal and, for re-submittals, verify that exceptions noted on the previous submittal have been accounted for.

Any requirement for more than one resubmission or delay in obtaining Project Engineer's review of submittals will not entitle the Contractor to an extension of Contract Time unless authorized by Change Order.

The Project Engineer's review of drawings and data submitted by the Contractor will cover only general conformity to the drawings and specifications, external connections, and dimensions that affect the plans and layout. The Project Engineer's disposition of submittals will not constitute a blanket approval of all dimensions, quantities, and details of the material, equipment, or item shown. Regardless of the corrections made in, or disposition given to, such drawings and data by the Project Engineer, the Contractor shall be responsible for the accuracy of such drawings and data and for their conformity and compliance with the contract documents.

No work shall be performed in connection with the fabrication or manufacture of materials and equipment, nor shall any material, accessory, or appurtenance be purchased until the drawings and data therefor have been reviewed.

Four copies of each drawing and necessary data shall be submitted to the Project Engineer. Each drawing or data sheet shall be clearly marked as instructed above. Submittals will be accepted only from the Contractor.

When the drawings and data are returned NOT APPROVED or RETURNED FOR CORRECTION, corrections shall be made as noted by the Project Engineer and four corrected copies resubmitted as instructed above.

When drawings and data are returned marked NO EXCEPTIONS NOTED, EXCEPTIONS NOTED, or RECORD COPY, no additional copies need be submitted.

The Project Engineer will return two copies with comments to the Contractor. The Contractor shall send additional copies with the original submittal if the Contractor requires more than two copies.

All drawings and data, after final processing by the Project Engineer, shall become a part of the contract documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by the Project Engineer.

01380 - CONSTRUCTION PHOTOGRAPHS

At the request of the AML Program, the Contractor shall provide routine periodic construction photographs to support Applications for Payment and to supplement Project Record Documents.

01400 – QUALITY CONTROL

The following sections outline the duties, responsibilities, and qualifications of inspectors, testing laboratories, and the Contractor's quality control requirements required to perform the contract work.

01405 - CONTRACT QUALITY CONTROL

The Contractor shall be responsible for the maintenance of quality control throughout the period of the contract work. This includes making periodic spot checks to assure that equipment, materials, and construction quality, meet the contract specifications.

01410 - TESTING LABORATORY SERVICES

Independent commercial testing laboratories shall perform all tests required by the contract documents to determine compliance with the specifications. The testing laboratories shall be acceptable to the Project Engineer. The laboratories shall be in the regular business of testing services in accordance with the specifications for which tests are required, and shall be staffed with trained and experienced technicians, equipped properly, and fully qualified to perform the specified tests in accordance with reference standards.

All testing services for tests of materials required by the contract documents shall be the responsibility of the Contractor. The Project Engineer shall review all sources of materials before delivery of the materials to the job site. Before the performance of any testing, the Contractor shall obtain the concurrence of the Project Engineer for the laboratory or laboratories selected by the Contractor.

The Contractor shall require the producer or manufacturer of materials, for which the specifications require inspection or testing services during the production or manufacturing process, to arrange for and pay an independent organization to perform the specified services.

The Project Manager will determine the exact time and location of field sampling and testing. The Project Manager or Project Engineer may require additional sampling and testing as necessary to assure that materials conform to the contract documents. The Contractor shall pay the costs of any retesting or re-sampling required when initial tests or samples fail to meet the specified requirements.

Written reports of tests furnished by the Contractor for the Project Engineer's review shall be submitted in conformance to the procedures set forth in Section 01340.

01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

The following sections specify the types of construction facilities and temporary controls the Contractor shall provide for completion of the contract work.

01505 - MOBILIZATION

The Contractor shall furnish and mobilize all specified construction facilities, temporary controls, equipment, labor, materials, power, supervision, and supplies to the site and commence work within 30 working days after receipt via certified mail of the Notice to Proceed. Mobilization includes everything necessary to complete the required contract work. The Contractor shall inform the Project Manager of plans and schedules to move all equipment, machinery, and supplies to the job site. The Contractor shall locate and position the staging area including field offices, parking, storage, and support facilities as directed and approved by the Project Manager. All equipment and machinery shall be moved onto the job site in conformance with previously approved plans and schedules. It is the Contractor's responsibility to arrange for storage facilities for equipment and materials. City, state, federal, or other public or private property shall not be used as temporary storage or parking areas for any equipment or materials unless written clearance is obtained by the Contractor from the appropriate public officials or private individuals. The Contractor must be prepared to move all necessary equipment to each construction site within the project area.

01510 - TEMPORARY UTILITIES

The following sections describe temporary utilities, controls, facilities, and construction aids required during construction. They include requirements for installation, maintenance, and removal.

01516 - TEMPORARY SANITARY FACILITIES

The Contractor shall provide temporary sanitation facilities during the contract work, and made available to MMD personnel. The facility shall be installed on the project site in a location removed from the immediate contract work area. Sanitation facilities (portable toilet units) shall

include a handwash station. Sanitation unit(s) shall be staked down to prevent tipping from high winds. The facility shall be locked to prevent unauthorized access during the times work is not conducted.

Sanitation facilities shall be maintained and serviced at least twice a month, unless more frequent service is necessary. The Contractor shall remove the facility upon completion of the contract work and restore the area.

01530 – BARRIERS AND ENCLOSURES

The Contractor shall provide barricades with blinking markers for all equipment on roadways and pedestrian walkways. The barricades shall be no less than twenty feet from the front and rear of any equipment in the described rights-of-way. Traffic control devices shall be in substantial conformance with the American Traffic Services Association (ATSA) Guide for Work Area Traffic Control. The Contractor shall remove the barricades upon completion of the contract work.

01533 – TREE AND PLANT PROTECTION

I. Tree and Plant Protection

Environmental disturbance shall be kept to a practical minimum.

In steep areas and around vegetation, the Contractor shall, before beginning work, discuss the planned extent and nature of disturbance with the Project Manager. Existing plants and trees shall be protected from damage or injury resulting from the Contractor's operations. Damaged trees and shrubs shall be trimmed to remove broken limbs where minor damage has occurred. Where directed by the Project Manager, cut or scarred surfaces of trees or shrubs shall be treated with a heavy coat of a tree sealant approved by the Project Manager.

01535 - PROTECTION OF INSTALLED WORK

The Contractor shall protect installed work and control traffic in the immediate area to prevent damage from subsequent operations. Installed work includes existing safeguard measures and interpretive signs/infrastructure.

01540 – SECURITY

The Contractor shall act to assure the protection of the contract work and equipment at the contract work site. The Contractor shall furnish, install, and maintain safety fences around any hazardous or high-voltage equipment at the site for the duration of the project. Where appropriate, the Contractor shall restrict access to the project site by barricading access roads during off-hours and by posting "No Admittance" and "Hard Hat Area" signs.

The Contractor shall be responsible for the safety and security of equipment and materials. The Contractor may not claim damages or hold the State of New Mexico, the property

owner, the property custodian, or the design engineer responsible for stolen, damaged, or vandalized materials and/or equipment. The work site will be accessible to the public during the construction period and fencing the entire site for security purposes is not practical.

Temporary fencing shall be placed around active work areas during off-hours.

01550 – ACCESS ROADS AND PARKING AREAS

Unless otherwise indicated, all Contractor personnel and equipment shall enter and leave the project site via existing roads and trails. Upon the regrading, recontouring, or reclamation of any part of the site, further vehicular use shall be limited to that necessary to complete operations. Any access routes that are determined by the Project Manager to be maintained throughout the project duration shall be left in as good or better condition than the condition before the start of the project. Existing roads and trails shall be used whenever possible.

Equipment shall be "walked" or operated cross-country to travel to work sites where roads do not exist. The Contractor shall advise the Project Manager and obtain prior approval every time any road blading, clearing, or dozing is required for access. Topdressing shall be stripped and stockpiled before blading as directed by the Project Manager. All unspecified roads, trails, or travel routes shall be regraded to approximate original contours, reclaimed, and revegetated, as necessary, in conformance with the specifications at no additional cost to EMNRD. Where directed by the Project Manager, the Contractor shall build earthen berms to discourage vehicular traffic and to control erosion on closed temporary construction access roads.

01560 – TEMPORARY CONTROLS

The Contractor shall take all reasonable steps to reduce any inconvenience and disruption to the public because of this project. The Contractor shall provide the following temporary controls for the duration of the contract work.

01561 - CONSTRUCTION CLEANING

The Contractor shall keep the contract work area, equipment, and adjacent areas free from spillages of construction and maintenance materials during the contract work. The Contractor shall also provide for the containment of solid debris created by unpackaging construction materials and waste from meals consumed at the contract work site. The Contractor shall assure the cleanup and removal of all spillages and solid debris to an approved disposal site at the end of each contract workday.

01562 - DUST CONTROL

The Contractor shall take all necessary measures to control dust emanations from the construction equipment. The Contractor shall assure that the equipment used in the contract work is fitted with all standard dust control devices. To maintain the health and safety of project personnel, dust control measures at this site shall comply with all local, state, and federal health

and safety regulations. The Contractor shall be prepared to begin dust control measures anytime at the request of the Project Manager. Water for dust control shall be distributed in sufficient quantity and at proper times by water truck(s) equipped with spray bars, cannons, and hoses (of sufficient lengths) approved by the Project Manager. The quantity of water required and the frequency of watering shall be dependent upon the weather and the site's surface conditions and may vary throughout the project duration.

There is no source of water on site for dust suppression. The contractor shall be responsible for identifying a source for water and providing dust suppression at no additional cost to the project.

01564 - NOISE CONTROL

The Contractor shall assure that all equipment used in the contract work is fitted with standard noise suppression devices.

01565 - FIRE PREVENTION AND SAFETY AWARENESS

The Contractor shall develop an emergency plan that will outline precautionary measures and identify initial attack resources and procedures in case of a fire incident. This plan will be submitted to the Project Manager at the Pre-Construction meeting. The Project Manager will then provide feedback about the plan. The Contractor shall provide the fire emergency plan to all individuals working on this project.

Examples of precautionary measures might be:

1. Inspect all motorized and mechanized equipment to insure mufflers and spark arresters are operating properly.
2. Insure personnel are properly trained on the safe use of welding torches, arc welders, generators, saws, power grinders, chainsaws, and other tools and are also familiar with the potential of this equipment to create hot sparks and ignite fires.
3. Avoid welding or cutting in areas next to and above flammable materials or during windy conditions. This would pertain to materials inside the mine as well as outside the mine. Welding shall not take place within 25 feet of polyurethane foam during application. After its application, welding shall not take place above it without first covering the surface with at least 6" of fill material.

Examples of resources and procedures might be:

1. Implement a Hot Work Permit process to be issued for each hot work event.
2. Maintain adequate fire extinguishers, water tanks, sprayers, and other equipment at the work site that would enable personnel to immediately extinguish any accidental ignition.

3. Have personnel observe the work area while welders are operating (welders cannot see where the sparks are falling when the welder is under the welding hood).
4. Assign an individual to be responsible for the area being "safe" (no hot sparks, iron is cold) before leaving the work site.
5. Develop an emergency notification procedure in case the fire incident is or appears to be reaching an out-of-control status.

The Contractor shall obey all fire restrictions declared by the landowner(s) or adjoining property management agencies (i.e. University of New Mexico, U.S. Forest Service, and/or Bureau of Land Management).

01566 – PUBLIC SAFETY

Efforts to protect visitors from injury due to execution of the work shall be taken wherever practical. Examples of procedures that shall be followed include:

1. Use of caution signage.
2. Maintaining cleared unimpeded access to upper parking area.
3. Maintaining at least one cleared pedestrian access route to primary mine features at all times.
4. Securing of unused materials and equipment.
5. Cordon off active work areas using flagging (12-inch by 9-inch orange triangles, minimum) and/or construction fencing.

01570 – TRAFFIC REGULATION

The Contractor shall take the following measures for regulation of traffic at the contract work site.

01572 – FLAGGERS

The Contractor shall post flaggers during the off-loading and on-loading of equipment or materials in roadways at the contract work site access road entrance and/or during cleaning of the highway surface. The flaggers shall halt traffic during the off-loading or on-loading process or direct traffic to an alternate route.

01574 - HAUL ROUTES

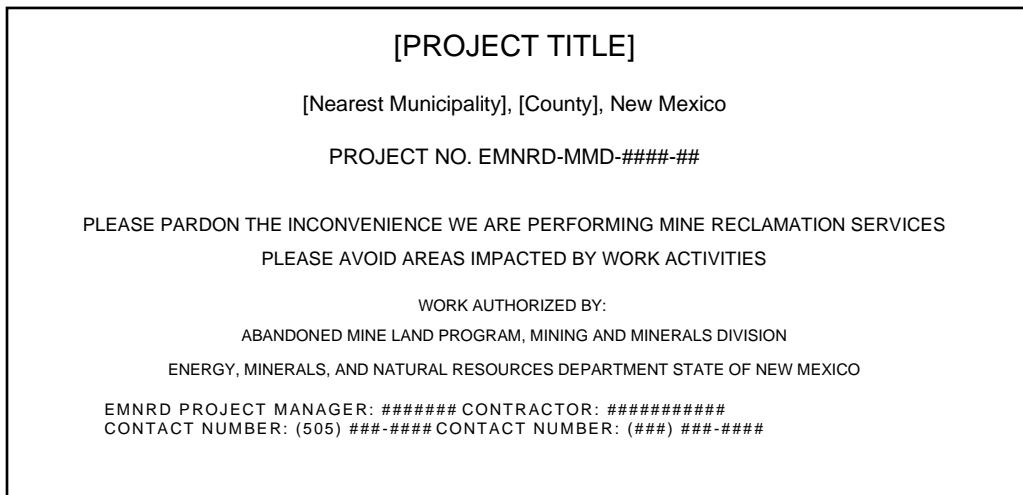
The Contractor shall consult with the authority having jurisdiction in establishing public thoroughfares to be used for haul routes and site access. Any damage to the site access road from

driving on wet/muddy surface shall be repaired at the end of the project, or as directed to maintain public access to the site.

01580 – PROJECT IDENTIFICATION AND SIGNS

At least one temporary project sign shall be furnished and erected by the Contractor at the most convenient point of public access to the project site. The proposed sign location, message content, and font size shall be preapproved by contractor submittal, including sign mockup, prior to installation. The project identification sign shall be installed within ten working days after the receipt via certified mail of the Notice to Proceed or within five days after the Contractor initially mobilizes to the project site, whichever comes first. The sign is to be a minimum of four feet by eight feet by three quarter inch (4' x 8' x 3/4") exterior grade plywood and is to give the project title, project number, and other data within the box on the Title Page of this document. Exterior quality paint in contrasting colors shall be used. The Contractor shall remove sign, framing, supports, and foundations at completion of Project and restore the area. The costs connected to the construction, painting, erection, and later removal of the sign should be covered under Bid Item No. 1, Mobilization, on the Bid Form.

Sample of Sign:



01590 – FIELD OFFICES AND SHEDS

Portable or mobile buildings, or buildings constructed with floors raised above ground, may be provided by the Contractor in locations approved by the Project Manager and the landowner. At completion of work, the Contractor shall remove all buildings, foundations, utility services, and debris and restore areas.

01600 – MATERIALS AND EQUIPMENT

All materials and equipment required to complete the work shall be as specified. Any substitution to the specified products requires prior approval by the Project Engineer.

All bid items are to be NEW and of most current production, unless otherwise specified. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. **Review notice *Buy America Domestic Procurement Preference* above for additional information.**

01700 – CONTRACT CLOSEOUT

The following sections specify the duties and responsibilities of the Contractor to close out the contract.

01701 - CONTRACT CLOSEOUT PROCEDURES

When work is completed, the Contractor shall submit project record documents to the Project Manager.

01702 - FINAL INSPECTION

Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Project Engineer will make a final inspection with the Project Manager and Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

01710 - FINAL CLEANING

After completion of all work, the Contractor shall demobilize and remove all equipment, materials, spills, supplies, and trash from the project site and shall reclaim all areas disturbed by the Contractor's activities. Unless otherwise specified, developed, maintained roads that existed before commencement of the Contractor's activities need not be reclaimed, but must be left in a condition equal to or better than what existed before the Contractor's activities began. Fences, gates, plants, sod, and other surface materials disrupted by these operations shall be replaced or restored to original or better conditions immediately upon completion of work at the site. This shall include sweeping or cleaning the asphalt pavement on the highway if mud or soil is tracked onto the asphalt from the site access road. Other damage to private or public property shall be immediately repaired. All such cleanup, repair, or replacement work shall be done at the Contractor's expense and to the satisfaction of the Project Manager pending approval of the

appropriate public officials and property owners. Payment for Demobilization should be covered under Bid Item No. 1, Mobilization, on the Bid Form.

01720 – PROJECT RECORD DOCUMENTS

The Contractor shall prepare final Project Record Documents providing information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination. At Contract closeout, the Contractor shall deliver Project Record Documents and samples under provisions of Section 01701.

END OF DIVISION 1

DIVISION 2 – SITEWORK

The following sections describe the sitework to be performed under this contract.

02100 – SITE PREPARATION

02110 - SITE CLEARING

This work shall consist of trimming, removing, and disposing of vegetation and debris in accordance with these specifications, except those items designated to remain. This work shall also include the preservation from damage or defacement of all vegetation and items designated to remain.

Trimming shall consist of pruning low-hanging branches from trees and shrubs designated to remain to provide enough clearance for construction activities. Removal shall consist of cutting vegetation flush with the ground surface and the satisfactory disposal of trees, brush, and any other vegetation. The Contractor shall perform selective tree and shrub removal and trimming only in designated work areas as shown on the drawings.

The Contractor shall remove vegetation outside of the migratory bird nesting season (February 15-September 15). If any vegetation is to be removed during the migratory bird nest season, the Contractor shall contact the Project Manager four weeks prior to the removal to allow for completion of a migratory bird survey.

Within construction limits for borrowing backfill material, all surface debris, roots, stumps, trees, and other objectionable protruding obstructions shall be cleared with the Project Manager's concurrence.

All vegetation from trimming and removal operations shall be spread along and adjacent to the disturbed area as practicable and as designated by the Project Manager.

02200 – EARTHWORK

The following sections describe the earthwork to be performed under this contract. All earthwork shall be completed per the recommendations of the Geotechnical Evaluation Report completed by Western Technologies.

02210 - GRADING

The following sections describe the grading to be performed under this contract.

02211 - ROUGH GRADING

Unless otherwise specified or indicated, all cut and fill slopes shall be rough graded so that slopes are not steeper than three horizontals to one vertical (3h:1v) in earth, two horizontals to one vertical (2h:1v) in incompetent rock and very rocky soils, and one half horizontal to one vertical (0.5h:1v) in competent rock. Where specified and as directed by the Project Manager, the Contractor shall grade sites and construct drainage ditches around safeguarded mine features to divert storm water away from those features.

Where cut slopes in competent rock are steeper than one and a half horizontal to one vertical (1.5h:1v), the maximum uninterrupted vertical height of the slopes shall be no more than ten feet. A series of slopes, each at between one half horizontal to one vertical (0.5h:1v) and one and a half horizontal to one vertical (1.5h:1v), may be constructed in competent rock if horizontal benches or terraces a minimum of six feet wide, within slopes of at least 4 percent, are built at a vertical spacing of no more than ten feet.

02212 - DECOMPACTION

Before construction demobilization and following the need for any construction access to each mine feature, the Contractor shall decompact areas compacted by construction activity, including temporary work areas and access trails, and staging, storage and parking areas. Areas where more than four feet of overburden material has been removed shall also be decompact. Decompaction shall be performed to the satisfaction of the Project Manager.

Where bedrock is exposed at the surface, such decompaction will not be required. Decompaction methods shall be effective at reducing soil density to a minimum depth of twelve inches (except where bedrock is closer to the surface) and shall be accomplished without inverting the soil layers. Where practicable, ripping shall be done along the contour. Alternatives to ripping or auguring for decompaction shall be acceptable to the Project Engineer.

02216 - ACCESS ROAD/ROUTE CLOSURES

Before construction demobilization and following the need for any construction access, the Contractor shall close temporary construction access roads/routes as specified and as directed by the Project Manager. The Contractor shall out slope the road surface and remove all berms along the outer edge of the road. By grading material toward the cut bank, the Contractor shall take care not to spill graded material over the fill slope. The out slope shall be enough to divert water over the bank at approximately four to eight percent.

The Contractor shall construct berms and cross-ditches as directed by the Project Manager, to restrict vehicular access and control erosion.

In addition, cross-drains shall be located to divert water where the road traverses a ridge, above and below road junctions, above steep incurves to prevent bank cutting and to keep road surface water

from entering a draw, below sharp incurves to prevent water from a draw from coursing down the road, and below seeps and springs.

Construction access routes with minimal disturbance shall be raked out to the satisfaction of the Project Manager and seeded as specified in Section 02900 – Landscaping.

02220 - EXCAVATING, BACKFILLING, AND COMPACTING

The Contractor shall construct berms as directed by the Project Manager to control erosion and divert water away from work areas. Berms will be constructed of compacted soil with a riprap rock cover. Berms constructed will be 6 feet wide, 3 feet high with the length given in the project plan set.

02222 - EXCAVATION

Before removing any backfill, the Contractor shall discuss with the Project Manager where material shall be excavated, and shall obtain the Project Manager's approval of the excavation plan.

I. Tank Pad

Existing vegetation in the area of the tank pad shall be removed and disposed of. The tank pad shall be built up per construction drawings. PH Corrective soils shall be used for the tank pad. The soil shall be compacted to not less than 95% of the maximum density as defined by ASTM D 1557 modified proctor. The Contractor shall salvage as much of the topsoil as feasible for use as backfill. The Contractor shall limit the excavation of rock with the topsoil, and hand screen large rocks and place them back in the subsidence feature after soil excavation efforts are completed.

II. Waterline Trenching

To assure that the construction work progresses in a timely manner and that good public relations are maintained with the property owners, the following actions are considered essential:

1. Prior to the start of construction the Contractor shall assist the Project Manager in notifying adjacent property owners as to when the construction will start, the estimated completion date, anticipated access blockages.
2. Prior to the start of trenching operations, the Contractor should coordinate with the Project Manager any problem areas and involving traffic control, access to private properties, stockpiling of excavated materials and other utility conflicts.
3. The Contractor shall provide the Project Manager with the name and telephone number of at least two contact persons during non-working hours.

The Contractor shall be responsible for maintaining all trenches in a safe condition; thereby protecting the workers and the general public. Trench slopes and other protections shall be in

accordance with applicable regulation such as the Department of Labor's Occupational Safety and Health Administration Standards 29CFR Part 1926, subpart P or any applicable amendments.

Excavation for pipe shall normally be by open unsupported trenches unless local conditions warrant trench bracing. Excavations shall be braced and sheeted to provide complete safety to persons working therein and bracing shall comply with applicable Federal (OSHA), State and local laws and ordinances. The Contractor shall be fully responsible for sufficiency and adequacy of bracing excavations with respect to work under construction and adjacent utility lines and private property.

02223 - BACKFILLING OF WATERLINE

This work shall consist of backfilling the waterline trench with specified engineered fill material or salvaged topsoil or excavated materials as designated in the specifications or as directed by the Project Manager.

I. General

All backfill material shall be free of snow, ice, frozen lumps, logs, timbers, significant amounts of woody or vegetative debris, other deleterious materials and materials of such size and shape that they may bridge the opening being filled.

Hand backfilling is an option if the site is difficult for equipment access or too steep to operate equipment safely.

II. Materials

Contractor shall provide a submittal for all imported fill materials before delivery to the site. The Project Manager may request a sample of the material in addition to product data.

1. Imported Granular Fill: naturally occurring granular material free from wood vegetation, or other deleterious matter. Fill shall contain sufficient sand or filler to permit compaction. Unallowed material includes well sorted sands and gravels, very fine sand, shale, clayey soil, contaminated soil, or soil that will not support plant growth.
2. Riprap: Angular rock or stone free of seams, fractures, and coatings; and of such characteristics that will not disintegrate when subject to the action of flowing water. The minimum specific gravity of the stone shall be 2.65 as determined in accordance with ASTM C127, latest edition. The maximum resistance to abrasion shall be fifty (50) percent determined in accordance with the requirements of ASTM C535, latest edition. The riprap shall have a maximum to minimum dimension ratio not more than 3:1. Allowable gradations shall be:

Maximum dimension (inches)	% Smaller
12	100
9	50-70
6	35-55
3	10

3. Water: Soil conditioning shall be performed using uncontaminated water provided by the Contractor. There is no source of water available on site or in the immediate vicinity of the site. Sourcing and transportation of water shall be the responsibility of the Contractor at no additional cost to the unit price provided for executing safeguard construction.

III. Final Layer of Fill

Wherever practicable, the final eight- to twelve-inch layer of the fill shall be soil of comparable quality to the undisturbed soil surrounding the backfilled feature. Note the topdressing requirements of section 02921.

02224 - BORROW

Borrow material may be used for the project as long as it meets the material standards stated above and identified in the geotechnical report.

02229 - COMPACTION

Fill shall be constructed in compacted layers of uniform thickness. Soil shall be conditioned with water to improve compaction. Fill material which contains excessive moisture shall not be compacted until the material is dry enough to obtain relative compaction.

The loose thickness of each layer of fill material before compacting shall not exceed 8 inches, except as approved by the Project Manager. Any rock greater than 4 inches in any dimension shall be removed from the fill material prior to compaction. No large rocks shall be left in contact with the pipe.

Material used for fill shall be compacted whenever possible using multiple passes with a rammer/jumping jack compactor. Hand tampers may be used to achieve compaction where mechanical equipment will not fit (e.g., inside narrow trench). The fill shall obtain a compaction density not less than what the equipment can reasonably obtain to the satisfaction of the Project Manager. Wheel rolling to achieve compaction is prohibited to prevent damage to nearby structures or collapse of underground mine voids.

02600 – PIPED UTILITY MATERIALS

The following sections describe piped utility materials to be installed under this Contract.

02601 – C-900 PVC PIPE

The waterline shall be constructed of C-900 PVC pipe with integrated bells and gaskets in accordance with AWWA C900-07. The size of the pipe shall be nominal 8-inch diameter. Nominal diameter or dimensions shall be defined as the minimum inside dimension of the pipe.

Submittal approval for C-900 PVC pipe and appurtenances is required before delivery.

02602 – GATE VALVES

All gate valve shall be resilient seat valves and shall conform to AWWA C515. The valve shall be a non-rising stem type with inside screw and “O” ring seals. The valve shall have a standard hub which opens counterclockwise. The valve ends shall be mechanical joints, unless otherwise specified on the plans the “O” ring retainer shall be secured with nuts and bolts. The resilient seat shall be mechanically retained or bonded on the valve gate (wedge disc). All brass or bronze parts used on the gate valves shall conform to AWWA C515.

The outside of the valve body shall be painted with corrosion-resistant coating. The inside shall be protected with corrosion resistant coating approved for potable water. The valve stem shall comply with AWWA C515. The material of the valve stem shall be brass or bronze and shall have a minimum yield strength of 20,000 psi and minimum tensile strength of 60,000 psi.

02603 – FIRE HYDRANTS

Fire hydrants and their extension shall be in accordance with AWWA C502, traffic type. Fire hydrants shall have one (1) 5 ¼ -inch diameter valve opening; one (1) 6-inch mechanical joint inlet connection; two (2) 2 ½ -inch hose nozzle connections; and one (1) 4 ½ -inch steamer nozzle with National Standard Fire Hose Coupling screw threads. Fire hydrants shall have a bronze or cast iron pentagon operating nut, be designed for 150 psi working pressure service, and have a normal bury of 4 to 4 ½ feet deep. The bottom of the break-off flange shall be 2 to 8 inches above the top of finished grade.

Hydrants shall be dry barrel, post-type with compression main valve closing with pressure. They shall have a field lubrication capability. Hydrants shall have a bronze seat ring threaded into a bronze drain ring, or bronze or cast iron bushing.

Exterior of hydrant, below the ground line, shall be coated with asphalt varnish, and the exterior painted from the top of a point one foot below the ground level flange, consisting of one coat rust inhibitive primer and one coat “safety yellow” enamel. The bonnet shall then be painted with a reflectorized paint using a color as close to “safety yellow” as possible.

The bottom plate of the main valve shall be epoxy coated. The shoe of the fire hydrant shall have a 6-inch mechanical joint connection and the inside shall be epoxy coated to prevent corrosion. The nozzle shall be threaded in place and retained by stainless steel locks. Hydrant body shall be threaded to receive the threaded nozzle. Nozzle shall be secured by a stainless steel locking device.

02604 – TRACE WIRE

Trace wire shall be installed on the water line and fire hydrant lines. Trace wire shall be installed in such a manner as to be able to properly trace all pipelines as applicable, without loss or deterioration of the signal.

For open trench installation, #12 AWG high strength copper clad steel wire with a minimum 450 pound break load and minimum 30 mil HDPE insulation thickness shall be used.

For directional drilling/boring installation, #12 AWG high strength copper clad steel wire with a minimum 1,150 pound break load minimum 45 mil HDPE insulation thickness shall be used.

02800 - SITE IMPROVEMENTS

Cattle guards, fences, gates, and other road or street improvements destroyed, removed, or damaged during construction shall be replaced with the same type and dimensions of units removed and shall be equal to and consistent with the undisturbed portions of the improvements existing before the project.

02830 - FENCES

Fencing Specifications shall conform to the requirements set forth in AASHTO M181, the New Mexico Standard for Public Works Construction, Section 410 and NMSA 1978, Sections 77-16-1 through 77-16-18, as modified below.

I. General

The Contractor shall submit one test certificate each to the Project Engineer certifying that the fencing materials conform to the requirements herein provided. When the locations of manufacturing plants allow, the plants may be inspected for compliance with specified manufacturing methods and material samples will be obtained for laboratory testing for compliance with material quality requirements. This can be the basis for acceptance of manufacturing lots as to quality. All materials will be subject to inspection for acceptance as to condition to check for compliance before or during incorporation of materials in the work. All fences shall be installed in the locations specified and as directed by the Project Manager.

II. Wire Fence

This work shall consist of the construction of fence in substantial compliance with the specifications, lines and grades shown on the plans or established by the Project Engineer.

A. Wire

All fences shall consist of six wires spaced as indicated.

Barbed wire shall conform to ASTM A121 Class 1 or 3 coating and shall consist of two strands of nominal 12 gauge (0.099-inch) coated diameter wire with either 2-point, fourteen gauge (0.080-inch) diameter barbs spaced approximately four inches apart or 4-point, 14 gauge (0.080-inch) barbs spaced approximately five inches apart. The shape of barbs may be flat, half-round, or round. Instead of galvanizing, the wire may be coated with aluminum alloy at the rate of not less than 0.30 ounces per square foot of wire surface and the barbs at the rate of not less than 0.25 ounces per square foot of wire surface.

Tie wires for fastening barbed wire to steel posts shall be not less than thirteen gauge (0.109-inch) coated diameter and galvanized conforming to ASTM A1 12. Eleven gauge (0.120-inch) coated diameter or heavier wire fasteners or metal clamps may be used instead of tie wires when approved in advance by the Project Engineer.

Stays for wire fences shall be not less than 9 gauge (0.142-inch) coated diameter galvanized wire conforming with ASTM A1 16 and of length and spacing shown on the plans.

B. Brace Panels and Posts

Intermediate brace, gate brace and corner panels shall be prefabricated assemblies, "Easy Fence" by D-C Industries (Blackfoot, ID, 208.782.1177) or approved equivalent, which require no concrete footings. They shall be installed following the manufacturer's recommendations.

Line posts shall be metal. All posts shall be of the type, size and length shown on the plans and as herein provided.

Metal posts shall be fabricated from rail, billet, or commercial grade steel conforming to ASTM A702 and shall be galvanized or painted green as required. All metal posts throughout the project shall be either galvanized or painted the same color green. Galvanizing shall conform to ASTM A123. When painted green, the posts shall be cleaned of all loose scale before finishing and painted with one or more coats of weather resistant, air baking or drying, green paint or enamel.

Metal line posts shall consist of heavy-duty steel spaced sixteen and one half feet apart. Metal line posts shall have a minimum weight of 1.33 pounds per foot exclusive of anchor plates. A minus tolerance not to exceed 5 percent of the minimum weight of each post will be permitted. A plus tolerance of two inches and a minus tolerance of one inch in the length of each post will be permitted. Metal line posts may be I-beam, T-beam, U-beam, Y-beam, or H-column section.

Line posts shall be provided with corrugations, lugs, ribs, or notches spaced approximately one inch on centers to engage the required fence wire in designated spaces. Posts with punched tabs to be crimped around the wire will not be accepted. Anchor plates shall be an area of not less than eighteen square inches, shall weigh not less than 0.67 pound each and shall be securely welded, bradded, swaged, or riveted to each line post in a way that prevents displacement when the posts are driven.

C. Fittings

All fittings, hardware and appurtenances for fences shall be commercial quality steel, malleable iron, or wrought iron and shall be galvanized in accordance with the requirements of ASTM A153. Fittings shall be black PVC-coated with ultraviolet-resistant coating.

III. Construction

The Contractor shall perform such clearing and grubbing as may be necessary to construct the fence to the required grade and alignment. At locations where fence runs are completed, appropriate adjustment in post spacing shall be made to conform to the requirements for the type of closure indicated.

The tops of all posts shall be set to the required depth and alignment. Cutting off the tops of posts shall be allowed only with the approval of the Project Manager and under the conditions specified. Wire or fencing of the size and type required shall be firmly attached to the posts and braced in the manner indicated. All wire shall be stretched tautly and shall be installed to the required elevations.

Wire fences shall be constructed in conformity with the details and at locations shown on the plans or staked by the Project Manager. All posts shall be set plumb and to the depth and spacing shown on the plans. Excavations for footings and anchors shall be to dimensions shown on plans or established by the Project Engineer. Metal line posts may be driven. Posthole backfill shall be placed in thin layers and each layer solidly compacted. Posts set in rock shall be placed as directed by the Project Manager.

Mechanical stretcher or other device designated for such use shall stretch fence wire and welded wire fabric. Stretching by motor vehicle will not be permitted. The length between pull posts shall not exceed nine hundred ninety feet for barbed wire fence.

Intermediate braces shall be placed at intervals not to exceed nine hundred ninety feet and shall be spaced evenly between corner posts.

Corner posts and braces shall be placed at appropriate fence angles or bends.

Fence materials of the same manufacturer, type, or process, conforming to the specifications and details shown on the plans, shall be used throughout the work unless otherwise authorized in writing by the Project Engineer.

Contractor personnel shall follow site safety requirements and use of personal protective equipment. Installation of fencing within 10 feet of the top edge of highwalls or near vertical slopes shall be executed while wearing and maintaining fall protection equipment.

02890 - FEATURE IDENTIFICATION MARKERS

The Contractor shall install identification markers at features. The identification markers shall be installed in at locations shown on the plans or as specified by the Project Manager.

I. Materials

A. Marker Caps

The caps will be bronze or other alloy typical of markers typically used by professional surveyors. The markers will be provided by the Project Manager with feature information already engraved on the surface.

B. Steel Pipe

The pipe shall be 3 ½-inch (4-inch outer diameter) schedule 40 galvanized steel pipe. Pipe shall be manufactured using steel conforming to the requirements of ASTM A1008/A1008M and A1011/A1011M.

C. Fill Sand

Clean sand shall be used to fill voids in the pipe. The sand shall be clean, well sorted, sand that can be poured into the pipe and fill the pipe without bridging or forming voids. Suitable material shall be Quikrete® Premium Play Sand or equivalent.

D. Cement Grout

Cement grout shall be high strength, non-metallic, and non-shrink, compliant with ASTM C1107. Grout shall be premixed, so only water is added at the job site. Acceptable material shall be Quikrete® non-shrink precision grout, or equivalent. Water shall be provided by the Contractor.

II. Construction

The locations of the makers are shown in the plans; however, locations may be changed in the field by the Project Manager.

Steel pipe shall be placed vertically and plumb in granular fill material. The pipe lengths shall be a minimum of 4 feet. The pipe shall have a minimum of 6 inches and a maximum of 12 inches exposed above grade. Once placed, the interior void of the pipe may be filled with sand to within 6 inches of the top of the pipe. A minimum of 6 inches from the top of the pipe shall filled with hydrated non-shrink grout. The grout shall be hydrated such that it has just reached flowable characteristics, but not excessively. Ensure that there are no cavities or voids in the pipe during grouting. The provided marker cap shall be embedded in the grout. The marker shall be covered during curing if inclement weather is forecasted.

If site conditions prevent installation of the marker caps in the steel pipe, the Contractor shall obtain alternate installation instructions from the Project Manager. Alternate considerations may include drilling and grouting the caps in undisturbed, competent rock or concrete at or immediately adjacent to the feature.

02900 - LANDSCAPING

The following sections describe revegetation to be performed under this contract. Revegetation shall be required at areas disturbed during construction and as specified by the AML Project Manager.

2920 – SOIL PREPARATION / SURFACE ROUGHENING

Prior to seedbed preparation, the Contractor shall grade all disturbed areas as described, decompact those areas specified above, and roughen the surface as specified below.

On slopes up to 1.5h:1v, the soil surface in areas to be seeded shall be prepared to be continuously rough and hummocky. This shall be accomplished by using an excavator bucket, or other acceptable methods that produce similar results, to create small pockets and furrows to trap water and create favorable microclimates for plant growth.

After roughening, seed shall be broadcast or hydroseeded as specified below. In areas with extremely dry and loose soil, the Project Manager may require the Contractor to wait until the soil has settled before seeding.

Large and small boulders may be left exposed on site prior to seeding, either singly or in groupings that blend with the natural surroundings, as directed by the Project Manager. The Project Manager may require that additional boulders be placed on site to enhance visual variation and provide wildlife habitat.

Unless the soil is severely compacted or as otherwise noted, soil preparation will not be required for discontinuous, isolated areas of disturbance less than 0.05 acres (approximately 2,500 square feet or 50 feet by 50 feet).

The extent of seedbed preparation shall not exceed the area on which the entire seeding operation can be applied. Seed shall be applied before soil surface crusting occurs. Loss of seed and fertilizer due to erosion shall be prevented from occurring. If crusting or erosion occurs, the entire area affected shall be reworked beginning with seedbed preparation.

02921 - TOPDRESSING

As specified, on construction sites, mined areas, and other critical areas where the existing surface material is either chemically or physically unsuited to support adequate vegetation, the best available soil material as determined by the Project Manager shall be evenly spread on the surface in sufficient depths to maintain plant growth. Available topdressing in all areas to be disturbed shall be set aside prior to deeper soil disturbance for excavation, mine feature backfilling and access road blading.

Topdressing shall be applied generally along the contour, but if hazardous conditions arise, the application may be in another direction. In all cases, placement shall be such that erosion is kept to a minimum. All top-dressed slopes shall be prepared by surface roughening before planting to reduce erosion.

02930 - GRASSES

The following section describes the seeding to be conducted under this contract.

02933 - SEEDING

Following completion of seedbed preparation, the Contractor shall seed areas according to the Specifications and as follows:

I. Seeding Time

Seeding shall be accomplished between June 15 and August 31 of each year, unless specific permission in writing is issued by the Project Engineer to allow seeding before or after these dates. Seeding shall not be done when the soil is too wet, too dry, or otherwise unillable as determined by the Project Manager.

II. Seed Species and Mixtures

To assure AML that the seed purchased shall exhibit the characteristics associated with the given variety, and that it is genetically pure, the Contractor shall provide certified seed of named varieties. For the unnamed varieties, the seed shall be obtained by the contractor from the closest available source adapted to the climate and soil. The percentage of each species comprising seed mixtures for application is outlined below. The mixture is to be used for revegetation of areas defined above in Section 02920. Seed species and varieties, which are well adapted to the soil, climate, and topography of the disturbed areas, shall be used in revegetation and are discussed below.

III. Seeding Methods**A. Broadcasting/Hydroseeding**

The seed shall be broadcast or hydroseeded. When broadcast seeding, passes shall be made over the site to be seeded such that an even distribution of seed is obtained. Broadcast seeding shall take place immediately following the completion of final soil preparation.

Broadcast seeding shall not be conducted when wind velocities would prohibit an even seed distribution as determined by the Project Manager. Broadcast seeding shall be followed by hand raking, manual use of a drag chain, or sweeping with sturdy tree or shrub branches to cover seed.

This shall be done over the entire seeded area but shall not be so extreme as to reduce the extent of soil relief.

Broadcast seeding of large areas shall be done using hand-operated "cyclone-type" mechanical seeders. All seeding equipment used shall be equipped with a metering device and set to the appropriate seeding rate.

Broadcast seeding of small areas of disturbance, less than 0.05 acres (approximately 2500 square feet or 50 feet by 50 feet) may be done by hand scattering and raking to ensure seeds are not exposed on the soil surface.

After completion of the broadcast seeding and seed covering, organic debris such as logs, tree stumps and grubbed vegetation shall be randomly redistributed across the sites. This shall be done at the Project Manager's direction for the purpose of creating visual variation, ground shading, and production of wildlife habitat. Care shall be taken to avoid leveling the soil surface.

B. Completion

If the Contractor is scheduled to close the project outside the specified seeding time when seeding is the only incomplete item, the Contractor shall complete only seed bed preparation and 75 percent of the lump sum bid price for seeding will be retained. Then the job shall be held open for seeding during the next seeding season with the remainder of the bid price being paid upon completion and acceptance of seeding.

If all of the work required by the contract, except seeding, is completed before seeding is accomplished because of seasonal limitations, partial acceptance of the work will be made with final acceptance delayed until seeding has been accomplished in accordance with these specifications. Liquidated damages will not be assessed against the Contractor during the interim period between the dates of partial acceptance and final acceptance if such delay is the result of seasonal limitations.

C. Seeding Rates

Seeding rates are given in Table II. Pure Live Seed (PLS) expresses seed quality. PLS is a percentage of pure, viable seed in a particular lot of seed. PLS is calculated by multiplying the percent total germination by the percent purity and dividing by one hundred (100):

$$\text{Percent PLS} = \frac{\text{Purity} \times \text{Germination}}{100}$$

TABLE I

Class	Plant Species (Common Name/Scientific Name)	Pure Live Seed (pounds per acre)
Graminoids	Indian Ricegrass (<i>Achnatherum hymenoides</i>)	2.50
	Tobosagrass (<i>Pleuraphis mutica</i>)	2.50
	Sideoats Grama (<i>Bouteloua curtipendula</i>)	2.00
	Blue Grama (<i>Bouteloua gracilis</i>)	2.00
	Sand Dropseed (<i>Sporobolus cryptandrus</i>)	2.50
	Galleta (<i>Pleuraphis jamesii</i>)	2.00
Forbs	Evening Primrose (<i>Oenothera Caespitosa</i>)	1.00
	Mexican Hat (<i>Ratibida columnifera</i>)	1.00
	Buffalo gourd (<i>Cucurbita foetidissima</i>)	1.00
	Scarlet Globemallow (<i>Sphaeralcea coccinea</i>)	1.50

All seed shall comply with NMSA 1978, Sections 76-10-11 through -22 and 21.18.4 NMAC, Seed Standards and Classifications. Invoices or bag labels showing purity and germination for all seed shall be provided to the Project Manager before seeding.

The Contractor shall protect and care for seeded areas until final acceptance of the work and shall repair all damage to seeded areas caused by pedestrian or vehicular traffic at no additional cost to EMNRD.

02940 – MULCHING

The Contractor shall apply mulch to all seedbed areas. Mulching will not be permitted when the wind velocity exceeds fifteen miles per hour. The mulch type shall be coarse bark and/or wood chips or chunks, pecan shells, or approved equivalent. Materials shall be wind resistant. No more than 15 percent, by loose volume, shall pass through a 0.25-inch sieve. The mulch shall not contain resin, tannin, or other compounds in quantities that would be detrimental to plant life. Sawdust or materials with noxious seed or plants will not be acceptable. Chipped, but uncomposted, yard waste will not be acceptable unless the material is certified to be free of weed seed. Plant trimmings generated from onsite activities may be shredded and used for mulch; however, deliberately trimming vegetation for the sole purpose of making mulch is not allowed.

The mulch shall be spread uniformly over the prepared area either by hand or with a mechanical mulch spreader. Mulch shall be applied by the Contractor to all seeded areas immediately after seeds are planted to provide suitable surface litter for improvement of moisture conditions and to reduce the potential for damaging erosion or soil blowing which might occur before or during plant establishment.

The rate of application of woody mulch shall be 70 to 80 cubic yards per acre (approximately 0.5-inch thick after spreading).

02955 – SALVAGE OF NATIVE PLANTS

Before any area is disturbed for access, borrow, fill or other construction activities, the Contractor, accompanied by the AML Project Manager, shall thoroughly scout the area for native plant species. All significant plants shall be marked by the Project Manager and avoided by the Contractor wherever practicable. Of those that need to be disturbed, the Contractor shall salvage those that can be replanted, as the Project Manager directs and as specified below. Species that shall be salvaged include prickly pears (*Opuntia spp.*) and other cactus species, including pincushion types.

Plants to be salvaged shall be dug from the soil before earthmoving operations, preserving as many roots and as much of the soil around the roots as practicable. The south side of the plant and the soil line shall be marked with paint or marking crayons. When transplanted the plant shall be placed in the same orientation it was exposed to before harvesting.

Cactus and other salvaged plants shall be planted as soon as possible but no more than one week after harvest.

Salvaged plants shall be placed into nearby uncompacted native soil, preferably in areas that have been disturbed by construction activities and along closed access roads.

Any transplanted plants shall be watered in at the time of planting; no further watering is required. Larger specimens shall be staked as necessary as determined by the Project Manager.

02990 - SUBMITTALS

Complete data and specifications for the following items shall be submitted in accordance with the procedure set forth in Section 01340:

- Materials:
 - General Fill materials
 - Rip Rap Fill Material
 - Polyurethane Foam (PUF) Signs
 - TS 4x2x1/4 Steel - ASTM A588, A242, A606-4, A847 and A709-50W
 - 8"x3/8" Steel Plate - ASTM A588, A242, A606-4, A847 and A709-50W
 - 4"x3/8" Steel Plate - ASTM A588, A242, A606-4, A847 and A709-50W
 - 3/4" x 6" bolts w/ double nuts and washers
 - 1 1/2" x 1/4" pipesleeve A588, A242, A606-4, A847 and A709-50W
 - Concrete

- Grout
- Steel Grating - ASTM A1011, A588, A242, A606-4, A847 and A709-50W
- 1.5"x ¼" angle iron bar - ASTM A588, A242, A606-4, A847 and A709-50W
- 1" Opening Diameter Chicken Wire
- Identification Markers
- Seed mix
- Mulch
- Excavation Plan (Section 02222)

END OF DIVISION 2

DIVISION 3 – CONCRETE

This work shall consist of the tank foundation.

03001 – GENERAL REQUIREMENTS

All cast-in-place grout shall be accurately and properly placed and finished as indicated on the drawings and as specified in this section.

At least thirty-six (36) hours in advance, the Contractor shall inform the Project Engineer and Project Manager of the times at which the Contractor intends to place concrete. No concrete shall be placed without prior examination by the Project Engineer or Project Manager.

All concrete work shall conform to appropriate requirements of ACI 301, Specifications for Structural Concrete for Buildings, except as modified by the requirements below.

03010 - CONCRETE MATERIALS

I. Materials**A. Cement**

All cement used in concrete shall be Portland cement conforming to all requirements of ASTM C150, Type II, low alkali. High-early-strength Type III Portland cement may be used in concrete at the Contractor's option. When Portland cement is delivered in packages, the name and brand of the manufacturer and the type shall be plainly identified thereon. When cement is delivered in bulk, the same information shall be contained in the shipping invoices accompanying the shipment. A bag shall contain 94 pounds net weight and will be considered equal to one cubic foot. A barrel shall consist of 376 pounds net weight and will be considered equal to four cubic feet. The Contractor shall obtain from the manufacturer and furnish a certificate of compliance stating that the cement delivered to the work complies with the requirements herein provided. To prevent deterioration after delivery, cement and aggregates shall be stored as to prevent intrusion of foreign matter. Any material that has deteriorated or has been contaminated shall not be used for concrete.

B. Admixtures

Admixtures shall conform to ASTM C494. Sugar, calcium chloride, or admixtures containing chloride from other than impurities from admixture ingredients will not be permitted. Air entraining admixtures shall be required and shall conform to ASTM C260. Water reducing admixtures may be used and shall conform to ASTM C494 or ASTM C1017.

C. Curing Compounds

Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C309.

D. Water

Water for concrete shall be clean and free from harmful amounts of acids, alkalis, oils, organic materials, salts, sand, sewage, or other deleterious substances and shall be furnished by the Contractor. Water shall be potable and shall have a pH value of not less than 4.5 nor more than 8.5 as determined by AASHTO T26 before its use. The sulfate content as SO₄ shall not exceed one thousand parts per million (1,000 ppm).

E. Fine Aggregate

1. General Characteristics. Fine aggregate shall consist of natural sand, manufactured sand, or a combination thereof, or other accepted inert materials composed of clean, durable, hard, uncoated, well-rounded grains.

2. Grading. Fine aggregate shall be well graded and, when tested by standard laboratory sieves, shall conform to the following:

Sieve (ASTM E11) Percent Passing by Weight	
3/8-in.	100
No. 4	95 to 100

The fine aggregate shall have not more than 45 percent passing any sieve and retained on the next consecutive sieve of those shown above, and its fineness modulus shall be not less than 2.3 nor more than 3.1.

3. Deleterious Substances. The maximum percentage of deleterious substances shall not exceed the following limits:

- Clay lumps 3.0% by weight
- Material finer than No. 200 sieve 3.0% by weight
- Coal and lignite 1.0% by weight
- Other deleterious substances 1.0% by weight

All fine aggregate shall be free from harmful amounts of alkali and organic impurities.

4. Soundness. Fine aggregate shall conform to the requirements of magnesium sulfate soundness of ASTM C33. The maximum loss in five (5) cycles shall not exceed 12 percent by weight.

F. Coarse Aggregate

1. General Characteristics. Coarse aggregate shall consist of natural gravel, crushed gravel, crushed stone, or crushed hydraulic-cement concrete, or a combination thereof, or other accepted inert materials having clean durable, hard, strong pieces; free from adherent coatings; and conforming to the requirements of these Specifications. Fifty percent by weight of the minus ¾ inch sieve size particles shall have a minimum of two fractured faces.

2. Grading. Coarse aggregate shall be well graded between the limits specified and shall conform to the following requirements:

Sieve	Percent Passing by Weight
1-in.	100
¾-in.	95 to 100

3. Deleterious Substances. The maximum allowable percentage of deleterious substances and physical properties shall not exceed the following limits:

- Soft fragments 2.0% by weight
- Clay lumps 0.25% by weight
- Material finer than No. 200 sieve 1.0% by weight
- Coal and lignite 0.25% by weight

4. Sampling and Testing. Methods of sampling and testing the coarse and fine aggregate shall be in accordance with ASTM C33.

II. Concrete Mix Design

Structural concrete for concrete footings shall be made with aggregates and cement conforming to a minimum compressive strength of 3,500 pounds per square inch (psi) after 28 days. The concrete shall contain a minimum of 611 pounds of cement (6.5 bags) per cubic yard and a maximum water/cement ratio of 0.49. Fine aggregate shall be not less than 38 percent or more than 42 percent by weight of the mix.

All other concrete, including concrete for unreinforced cast-in-place plugs and hollow core plugs, shall conform to a minimum of 3,000 psi after 28 days.

All concrete shall have an entrained air content between 4 percent and 8 percent by volume when determined with the requirements of ASTM C231.

III. Mixing Concrete

If the concrete is mixed on the site, equipment and mixing procedures shall conform to ACI 301. All concrete shall be thoroughly mixed in a batch mixer of an accepted type and capacity for not

less than two minutes after all the materials including water have been placed in the drum. During mixing, the drum shall be operated at the speed specified by the manufacturer of the equipment. The entire contents of the mixer shall be discharged before being recharged, and the mixer shall be cleaned frequently. The concrete shall be mixed only in such quantities as are required for immediate use. No retempering of concrete will be permitted. Hand mixed concrete will not be permitted except by special acceptance of the Project Engineer.

IV. Ready-Mix Concrete

At the option of the Contractor, ready-mixed concrete may be used instead of concrete mixed at the job site. Ready-mixed concrete shall conform to all requirements of ASTM C94 and these Specifications as to grading of aggregates, strengths, consistency, and so on. The Project Manager shall have free access to the mixing plant at all times. Ready-mixed concrete shall be continuously mixed from the time the water is added until the time of use. Concrete shall be delivered to the site of the work and discharged from the truck mixer or truck agitator shall be completed within one hour after the cement contacts the mixing water or with aggregates that are surface wet. The organization supplying ready-mixed concrete shall have sufficient plant and transportation facilities to assure continuous delivery of concrete at the required rate.

V. Proportioning

The proper proportioning of aggregates and cement will be determined by an acceptable independent testing laboratory at the expense of the Contractor. The proportioning of aggregates will be the most suitable combination of aggregates that will give the necessary workability and desired consistency when mixed with water and cement as specified. The ratio of cement to dry, fine aggregate shall be that necessary to provide the maximum amount of density of the mixture when used with the minimum amount of water required to produce the specified slump in the resulting concrete. This determination of the proper ratio shall be made by testing laboratory, at the expense of the Contractor, using representative samples of the aggregates which will be used, and before use shall be reviewed by the Project Engineer. The batch proportions used shall be such that full bags of cement are used in each batch.

VI. Consistency

The consistency for concrete shall be kept uniform for each class of work and shall be checked by means of slump tests. The slump for concrete shall be not less than two (2) inches and not more than (4) four inches. The consistency of the concrete shall be varied as directed by the Project Engineer or Project Manager. If through accident, intention, or error in mixing, any concrete is too wet, such concrete shall not be incorporated in the work, but shall be discarded as waste material at an accepted disposal area.

VII. Placing Concrete

The Contractor is responsible for site inspections, testing or exploration necessary to ensure

that the bid adequately reflects excavation conditions including hand trimming and leveling required.

Concrete shall be handled from the mixer to the place of final deposit as rapidly as possible by methods that prevent separation or loss of ingredients. It shall be deposited as nearly as practicable in its final position to avoid rehandling. It shall be deposited in continuous layers, the thickness of which generally shall not exceed 12 inches.

The rate of depositing concrete in forms shall be controlled to prevent deflection of the form panels. The concrete shall be thoroughly compacted by means of a suitable mechanical vibrator. Vibrating shall be supplemented with hand spading the concrete around the reinforcing steel.

The Contractor is cautioned that cold weather protection for concrete may be required should concrete be placed in the winter months. If cold weather concreting is done, it shall conform to the requirements of ACI 306R. No concrete shall be placed or be allowed to cure without protection in any weather where the temperature falls below forty degrees Fahrenheit (40° F) at any time during the daily 24-hour period. The period of time such protection shall be maintained shall be not less than seven days.

The Contractor is also cautioned that hot weather protection for concrete shall be required should concrete be placed in the summer months or during any time of hot weather (defined in ACI 305R as high ambient temperature, high concrete temperature, low relative humidity, and high wind speed). If hot weather concreting is done, it shall conform to the requirements of ACI 305R.

Concrete shall have a temperature of at least 50°F and not more than 80°F at the time of placing. At no time during placement or curing shall the concrete surface temperature be allowed to fall below 40°F. Concrete shall not be placed on frozen ground. Frozen aggregate shall not be used in concrete.

Finishes of concrete work shall be as specified in ACI 301.

VIII. Concrete Equipment

All concrete equipment used shall be of a type, capacity, and mechanical condition suitable for accomplishing all requirements of this work and all applicable local, state, and federal codes and regulations, both safety and otherwise. Equipment shall be maintained in first class operating condition at all times. Concrete equipment may include a mixer equipped with a mechanically operated paddle type agitator or equivalent. This may be accomplished by using a single or multiple batch bin system. A water meter shall be installed by the Contractor on water lines to permit accurate measurement of the quantity of water used in making the various mixes. The Contractor shall supply certificates of calibration for all gauges and meters used on this work. Water supply lines for mixing shall be routed for maximum protection and minimum traffic interruption. Facilities shall be provided by the Contractor to measure the proportion of aggregate, cement, sand, water and admixtures required in the design mix. In addition, the Contractor shall devise a system to accurately measure the volume of concrete delivered from the mixing plant or transportation vehicle per unit of time

03100 - CONCRETE FORMWORK

Concrete structures shall be cast in place with proper formwork. The Contractor shall be fully responsible for reinstallation of concrete structures should forming materials and methods fail to adequately support the concrete. All cast-in-place concrete structures shall meet the tolerances for formed surfaces specified in ACI 301.

03200 - CONCRETE REINFORCEMENT

03210 - REINFORCING STEEL**I. Bars**

Reinforcing steel bars shall be new billet steel conforming to ASTM A615, Grade 60.

II. Placing Reinforcing Steel

Reinforcing steel, before being placed, shall be thoroughly cleaned of heavy rust, scale or other coatings that will destroy or reduce the bond. A slight coating of rust will not be considered objectionable. Reinforcement shall be carefully formed to the dimensions indicated. It shall not be bent or straightened in a manner that will injure the material, including heating by a torch. Bars with kinks or bends not shown shall not be used. Reinforcing steel shall be accurately placed and secured against displacement by using annealed iron wire of not less than No. 18 gauge or suitable clips. The reinforcing steel shall be supported using bar supports to support the steel the proper distance above the bottom of the footings.

03250 - CONCRETE ACCESSORIES

Bar supports shall meet the requirements of CRSI Class C, plastic protected, or Class E, stainless steel protected.

A survey marker supplied by the Project Manager shall be set in each exposed structure or in the rock adjacent to the structure as approved by the Project Manager. At the location indicated by the Project Manager, the survey marker shall be cast in the structure or grouted by drilling a hole and grouting the cap in place using a non-shrink grout such as Quikrete Non-Shrink General Purpose Grout, or approved equivalent. Alternately the survey marker may be fixed in the concrete structure using epoxy grout. For backfilled features, a pipe monument as specified in Section 02890 and as shown on the drawings shall be installed on those features directed in Table I.

03300 - CAST-IN-PLACE CONCRETE

03370 - CONCRETE CURING

All concrete, regardless of temperature, weather, or season, shall be allowed to cure (kept moist) for a period of not less than seven days after the concrete is poured. Alternatives to 7 days of wet curing shall be submitted to the Project Engineer for review. Curing will not be required longer than 72 hours only if high-early-strength concrete (Type III) is used.

The concrete in structures shall reach a minimum compressive strength of 3,000 psi before attachment of the steel structures or backfilling can occur, except for backfilling shallow edges of concrete caps. Backfill material shall be placed in maximum 12 inch lifts (loose thickness) and shall be placed in a manner which will prevent damage to the structures and which will allow these structures to assume the load from the fill gradually and uniformly. The material shall be compacted to a density of no less than what the backfill equipment is reasonably capable of obtaining to the satisfaction of the Project Manager.

Note that uneven curing of integrally colored concrete will lead to uneven color. Requirements for curing compounds used at colored concrete are specified above. Discolored concrete cured with plastic membrane sheets or non-approved compounds will be rejected. Concrete temperatures for colored concrete shall be maintained between 65 and 85°F for the first three days after placing.

03990 - SUBMITTALS

The Contractor shall submit manufacturer's data or catalog information, including placing and finishing recommendations, wet-curing method, and weather protection method for the grout materials and any curing compounds.

Submittals shall be made in accordance with the procedure set forth in Section 01340.

END OF DIVISION 3

DIVISION 4 – SPECIAL CONSTRUCTION

The following sections describe the special construction to be performed under this contract.

04050 – Boring and Steel Casing

The following section describes the boring operation to be installed under NMSR 14 as shown on the plans for the water line crossing.

The Contractor shall inform the Project Engineer and Project Manager of the date and time of the boring at least three working days in advance.

04051 - BORING

Boring shall be performed to alignment and grade as shown on the construction drawings. The earth and/or rock augers shall not exceed the O.D. (outside diameter) of the steel casing by more than $\frac{1}{4}$ of an inch. The boring and insertion of the steel casing shall be performed with equipment capable of simultaneous operation. The feed rate of augers and hydraulic pushing of the casing shall be the same. Under no circumstances will boring be allowed unless operations are simultaneous. Every effort shall be made to avoid loss of earth. Excavated material shall be removed from the casing as excavation progresses and no accumulation of such material within the casing shall be permitted. Upon completion of the boring operations, all voids around the outside face of the casing shall be filled by grouting. Grouting equipment and material shall be on the job site before boring operations are started in order that grouting around the bored casing may be started immediately after the boring operations have finished. The allowable tolerance as to grade and alignment of the installed casing shall not exceed $\frac{1}{10}$ of a foot per hundred feet of casing length.

The Contractor shall be responsible for locating any underground utilities and for any damage resulting thereto. The Contractor shall be full responsible for producing a sound, tight installation, true to line and grade. Carrier pipe shall be skidded through the casing on redwood, stainless-steel tied skids. Other methods shall be approved in writing by the Project Engineer and Project Manager.

Prior to the start of the boring operations, the Contractor shall submit the following details to the Project Engineer and Project Manager.:

1. Boring Pit Bracing
2. Casing Boring Head
3. Only workmen experienced in boring operation shall perform the work.

04052 – STEEL CASING

The steel casing shall be seamless or electric resistance-welded tubing. Tubing shall be A-106, Grade B with beveled ends. The steel casing shall be 16-inch Schedule 30 for the 8-inch waterline.