



PURCHASING DIVISION (GSD)

BIDDER:

Name:

Address:

Phone:

E-mail:

PROJECT:

MADRID STORMWATER AND
EROSION CONTROL PROJECT
MADRID, NEW MEXICO
COUNTY OF SANTA FE
PROJECT NO.: EMNRD-MMD-2025-02

ARCHITECT/ENGINEER OF RECORD:

Robert Ederer, P.E.

Telephone: (505) 837-6520

Email: rob.ederer@westonsolutions.com

OWNER/POINT OF CONTACT:

Meghan McDonald

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

INVITATION TO BID CONSTRUCTION CONTRACT

BID NUMBER: **50-52100-25-06151**

Sealed bid opening FORMAL
NM STATE PURCHASING DIVISION

**BID DUE DATE: August 28, 2025
AND TIME: 2:00 PM**

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 statute. To register as a
Supplier with the State of New Mexico, or to log in if
already registered go to:
[https://solutions.scquest.com/apps/Router/Registration
Checklist?CustOrg=StateOfNewMexico#](https://solutions.scquest.com/apps/Router/RegistrationChecklist?CustOrg=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

Bidding Documents: Bidding documents including plans and Project Manual are available to
download as digital files from the AML Program's website at no charge
(<https://www.emnrd.nm.gov/mmd/madrid-stormwater-project-8/>).

Bidders are responsible for printing copies from these files. Incomplete sets will not be issued.

Bidding Documents may be obtained / reviewed at the following location:

Meghan McDonald
New Mexico Abandoned Mine Land Program
Telephone: (505) 629.9872
Meghan.McDonald@emnrd.nm.gov
<https://www.emnrd.nm.gov/mmd/abandoned-mine-land-program/projects/under-development/>

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.

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. Bids containing mistakes may be modified or withdrawn prior to the time of the bid opening. However, no Bidder may correct or withdraw their bid after the time of bid opening thereof. Bidders may only modify or withdraw bids in accordance with the provisions of NMSA 1978, Section 13-1-106.

Wage Rates & Workforce Solutions Registration: Pursuant to the Public Works Minimum Wage Act, Section 13-4-10 to 13-4-17 NMSA 1978 and the Federal Davis-Bacon act all work covered by this Invitation to Bid shall be in accordance with applicable state and federal 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.

BIDDERS are informed that wages to be paid on this Project shall not be less than the prevailing wage rates as listed by the Federal Wage Rate Decision posted by the U.S. Department of Labor in effect at the scheduled closing time for receipt of bids. Refer to the following website:

<https://sam.gov/content/wage-determinations>

In the event more than one (1) wage scale applies to the Project, the appropriate wages to be paid to the various classes of laborers and mechanics employed under the contract shall be the highest prevailing wages for each job classification for the particular type of construction being performed by the construction worker

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.scquest.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.scquest.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:

Place: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2IyZTlhMjEtYWZlYS00Nzc4LTljOWQtMGI3MWQxMWNlMzhk%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2251de2250-9e0b-4237-b5ee-d3e9e1e586fc%22%7d

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, no 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** in-person Pre-Bid Meeting will be held as follows:

An 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 in-person 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: **August 4, 2025**

TIME: **10:00 AM MDT**

LOCATION: Madrid, New Mexico

Meeting Location: Village Greengrocer; 2842 A NM 14, Los Cerrillos, New Mexico 87010

Directions: From Albuquerque, NM, travel east on Interstate 40. Take Exit 175 toward NM-14/Cedar Crest. Merge onto NM-333 E/US Route 66. NM-333 E/US Route 66 turns slightly left and becomes NM-14 N. Travel for 28.5 miles on NM-14 N. The Village Greengrocer will be on the left.

Details: The site visit is expected to take approximately 3-4 hours, including travel to and from the meeting site. Prospective Bidders must provide their own transportation to the site.

The site is located throughout Madrid, NM. It is recommended that prospective bidders park in the vicinity of the Mine Shaft Tavern. The site visit will start with a meeting in front of The Mine Shaft and proceed from there.

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., **Engineering Manager**; 505.629.9872,
Meghan.McDonald@emnrd.nm.gov

Additional Deadlines:

Questions Deadline: Friday, August 15, 2025 at 4:00 PM MDT

Answers Deadline: Wednesday August 20, 2025

Last Amendment Deadline: Monday, August 25, 2025

END OF INVITATION TO BID



NEW MEXICO

Abandoned Mine Lands

Project Manual Including
Plans and Administrative
Specifications
for Construction of

MADRID STORMWATER AND EROSION CONTROL

Village of Madrid, New Mexico

PROJECT NO.
EMNRD-MMD-2025-02

AUTHORIZED BY:

ABANDONED MINE LAND PROGRAM
MINING and MINERALS DIVISION
STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT

JULY 2025



00002 – CERTIFICATION PAGE

PROJECT NAME: MADRID STORMWATER & EROSION CONTROL PROJECT

LOCATION: VILLAGE OF MADRID, NEW MEXICO

PROJECT NUMBER: EMNRD-MMD-2025-02

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.

Robert G. Ederer, P.E.
Principal Project Engineer

4/3/25

AUTHORIZED REPRESENTATIVE (NAME AND TITLE)
ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT

DATE

ENGINEER OF RECORD:



Robert Ederer, P.E.
License No. 12467
Expires 12/31/2025
1400 Weston Way
West Chester, PA 19380-1492



DATE SIGNED:

4/3/2025

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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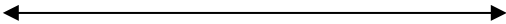
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00004 – LIST OF DESIGN PLANS, STATUTES, AND TABLES

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 PLANS

The following figures may be found as an attachment:

SHEET NUMBER	TITLE
01	COVER SHEET
02	GENERAL NOTES
03	KEY MAP
04	ICEHOUSE ROAD/MADRID ARROYO AREA SITE LAYOUT
05	FIRE HOUSE LANE AREA SITE LAYOUT
06	MATERIAL SCHEDULES
07	DESIGN /UTILITY CONFLICTS ICEHOUSE ROAD AREA (1 OF 2)
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11	GEOTECHNICAL SOIL BORINGS LOCATION MAP
12	STORM WATER CONTROLS DETAILS (1/2)
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15	NM-14 CULVERT CROSSING DETAILS
16	ICEHOUSE CHANNEL DETAILS
17	BETHLEHEM POND DETAILS
18	BETHLEHEM ROAD DETAILS
19	BETHLEHEM HILL ARROYO PLAN AND PROFILE
20	BETHLEHEM HILL ROAD PLAN AND PROFILE
21	ICEHOUSE CHANNEL PLAN AND PROFILE
22	ICEHOUSE ROAD PLAN AND PROFILE
23	ICEHOUSE ROAD EXTENSION PLAN AND PROFILE
24	ICEHOUSE LOWER INTERCEPTOR PLAN AND PROFILE
25	ICEHOUSE UPPER INTERCEPTOR PLAN AND PROFILE
26	BRIDGE STREET PLAN AND PROFILE
27	BRIDGE STREET STORM DRAIN PLAN AND PROFILE
28	FIREHOUSE LANE PLAN AND PROFILE (1 OF 2)
29	FIREHOUSE LANE PLAN AND PROFILE (2 OF 2)
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31	MISSING LINK CHANNEL PLAN AND PROFILE
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35	FIREHOUSE LANE CRIVEWAY CROSSING PLAN AND PROFILE
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37	BETHLEHEM HILL ROAD CROSS SECTIONS
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39	ICEHOUSE ROAD CROSS SECTIONS
40	ICEHOUSE ROAD EXTENSION CROSS SECTIONS
41	ICEHOUSE LOWER INTERCEPTOR CROSS SECTIONS
42	ICEHOUSE UPPER INTERCEPTOR CROSS SECTIONS
43	BRIDGE STREET CROSS SECTIONS

SHEET NUMBER	TITLE
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45	FIREHOUSE LANE CROSS SECTIONS (1 OF 2)
46	FIREHOUSE INTERCEPTOR CROSS SECTIONS
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49	RED DOG ROAD INTERCEPTOR CROSS SECTIONS
50	FIREHOUSE LANE DRIVEWAY CROSS SECTIONS
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53	PROTECTIONS AND REMOVALS PLAN
54	MADRID ARROYO GRADING PLAN
55	UPDATED WATER UTILITIES PLAN
56	TRAFFIC CONTROL PLAN
57	ARROYO AND TRAIL PROFILES
58	SITE PLAN AND GRADING PLAN, CAVE ROAD ARROYO CROSSING
59	CONCRETE BOX CULVERT DETAILS
60	CONCRETE BOX CULVERT DETAILS
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II. STATUTES

The following statutes may be referenced in the text:

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

III. APPENDIX

The following appendices are referenced in the text:

Appendix A:	Vendor Information Form
Appendix B:	Administrative Specifications
Appendix C:	Technical Specifications

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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 thirty-one and a half (31.5) cents per ton of coal produced by surface coal mining and thirteen and a half (13.5) 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, §§ 69-25B-1 through 11. 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.

The name of each Bidder, the amount of their total base bid, and the Bidder’s Contractor License Number will be announced.

The Contract Time for project completion shall be no later than two hundred and seventy (270) 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 or offerors for construction contracts when the price is estimated by the procurement officer to exceed twenty-five thousand dollars (\$25,000). Bid security in an amount equal to at least five percent of the amount of the bid shall be a bond provided by a surety company authorized to do business in this state and listed in the United States Treasury Department circular 570. The equivalent in cash or otherwise supplied in a form satisfactory to the State Purchasing Agent may be substituted with prior written permission from the State Purchasing Agent and received by the State Purchasing Agent prior to submission of bid for the bidder or offeror to be considered responsive.

IV. 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; 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 Design 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 reviewed to ensure it complies with the mandatory requirements as listed in 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 mandatory requirements listed below or comply with all the requirements of this ITB, the next lowest Bidder's bid will be reviewed and awarded the contract if the mandatory requirements are met.

Mandatory Requirements:

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 \$60,000; and

All questions about the meaning or intent of the Bidding Documents shall be submitted to the State Purchasing Procurement Manager for this ITB, **James Ortega (james.ortega@gsd.nm.gov)**. Replies will be issued electronically to all parties recorded at the Mandatory Pre-Bid Conference. 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 State Purchasing Procurement Manager for this ITB (Listed Above) 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.

V. 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.

VII. Use of Brand Name Specifications

Use of any brand name or brand name equivalent, 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 is meeting the mandatory requirements of the ITB, upon notice, EMNRD shall be allowed 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 pre-bid conference, to inspect some of the site features where the work is to be conducted and to familiarize themselves with 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 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.

The mandatory in-person pre-bid meeting will be held to explain the work requirements. See the Invitation to Bid for date, location, and time. AML representatives will present the worksite conditions and the scope of work during the 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.

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

An 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 in-person 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: August 4, 2025

TIME: 10:00 AM MDT

LOCATION: Madrid, New Mexico

Meeting Location: Village Greengrocer; 2842 A NM 14, Los Cerrillos, New Mexico 87010

Directions: From Albuquerque, NM, travel east on Interstate 40. Take Exit 175 toward NM-14/Cedar Crest. Merge onto NM-333 E/US Route 66. NM-333 E/US Route 66 turns slightly left and becomes NM-14 N. Travel for 28.5 miles on NM-14 N. The Village Greengrocer will be on the left.

Details: The site visit is expected to take approximately 3-4 hours, including travel to and from the meeting site. Prospective Bidders must provide their own transportation to the site.

The site is located throughout Madrid, NM. It is recommended that prospective bidders park in the vicinity of the Mine Shaft Tavern. The site visit will start with a meeting in front of The Mine Shaft and proceed from there.

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.

ATTACHMENT CHECKLIST

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

- A. _____ Bidder Information
- B. _____ Schedule of Values
- C. _____ Bid Security Bond Form with Agent's Affidavit
- D. _____ Subcontractor & Department of Workforce Solutions, Industrial & Labor Division Listing Requirements
- E. _____ List of Subcontractors
- F. _____ DOI OSMRE Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying
- G. _____ DOI OSMRE Applicant/Violator System Information Form
- H. _____ Active SAM.gov Profile Page Showing SAM.gov Entity Results Sheet

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

- I. _____ Certificate of Insurance with Agency named as additional insured (all subcontractors also insured)
- J. _____ Performance Bond and Labor & Material Payment Bond

The following forms shall be submitted after the award has been made:

- K. _____ Application for Payment (*submit when invoicing*)

00300 – BID FORMS

BIDDER'S Name & Address:

Telephone:

Fax:

Federal Tax ID#:

New Mexico Tax ID (CRS)#:

Email Address:

ITB NO.: **50-52100-25-06151**

PROJECT NAME: **Madrid Stormwater and Erosion Control Project**

AGENCY PROJECT NO.: **EMNRD-MMD-2025-02**

LOCATION: **Madrid, New Mexico**

This Bid is submitted to:

GSD / State Purchasing Division

On behalf of the Owner:

**Abandoned Mine Land Program
Mining and Minerals Division
State of New Mexico, Energy, Minerals
and Natural Resources Department**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bidder agrees their bid submission will remain valid for **120 days** after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Amendments and Question/Answer (Q & A) documents (receipt of all of which is hereby acknowledged):

	Date:	Yes:	No:
Amendment No.: _____	_____	_____	_____
Amendment No.: _____	Date: _____	Yes: _____	No: _____
Amendment No.: _____	Date: _____	Yes: _____	No: _____
Q & A No.: _____	Date: _____	Yes: _____	No: _____
Q & A No.: _____	Date: _____	Yes: _____	No: _____

Current Amendments and Q & A documents can be located on the New Mexico State Purchasing Website below:

http://www.generalservices.state.nm.us/statepurchasing/ITBs_RFPs_and_Bid_Tabulation.aspx

- B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
- D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
- E. The Bidder has given the Architect/Engineer written notice of all conflicts, errors, and discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer is acceptable to the Bidder.
- F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
- G. The Bidder acknowledges that he has attended any mandatory pre-bid conference scheduled by the Owner and/or the Architect/Engineer pertaining to this project.
- H. The Bidder agrees to show clearly on the envelope in which the Bid is submitted the Project Name and Number, as well as State Purchasing's Invitation to Bid Number.
- I. The Bidder will complete the Work for the following price(s) (do not include any gross receipts tax in the price(s)):
- J. The Bidder acknowledges this project is fully federally funded and therefore is subject to the Owners available federal funding.

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). Descriptions of lump sum Bid Items are given in Appendix B Administrative Specifications, Section 010110 Summary of Work, Subsection 01028 Prices. In case of discrepancy, the amount shown in words shall govern. **Bidder must bid on all Bid Lots and all Bid Items, failure to do so will result in rejection of the bid.** 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 Lot 1: Cave Road, Madrid Arroyo, and Ball Park Project Areas

BID ITEM	MATERIAL / WORK DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	BID AMOUNT (US Dollars)
1	Construction Mobilization (Mob/Demob not to exceed 10% of the total base bid, excluding tax)	1.0	LS		
2	Traffic Control Plan & Implementation	1.0	LS		
3	Construction Staking	1.0	LS		
4	Clearing and Grubbing	15851.0	SY		
5	Unclassified Excavation	37635.0	CY		
6	Subgrade Preparation	5819.0	SY		
7	Blading and Shaping	23152.0	SY		
8	Major Structure Excavation and Subgrade Preparation (Abutments)	1.0	LS		
9	Base Course including gravel surfacing	2054.0	CY		
10	Filter Aggregate (1"-4")	221.0	CY		
11	NM-14 Paving, 4.5"	69.0	SY		
12	Concrete Pavement, 6"	420.0	SY		
13	Precast Concrete Box Culvert (NM-14 Crossing)	10.0	CY		
14	Removal of Structures and Obstructions	1.0	LS		
15	Removal of Surfacing	69.0	SY		
16	Structural Concrete, Class AA	340.0	CY		
17	Reinforced Concrete for Minor Structures	46.0	CY		
18	Class AA Concrete Grout for Arroyo Structures	154.0	CY		
19	Pedestrian Bridge	1.0	LS		
20	Steel Pipe Railing	280.0	LF		
21	24" Culvert Pipe	60.0	LF		
22	24" Culvert Pipe End Section	2.0	EA		
23	Riprap Class B	1222.0	CY		
24	Riprap Class C	610.0	CY		
25	Clean Water Act Compliance	1.0	LS		
26	Standard Gate	1.0	EA		
27	Fire Hydrant	4.00	EA		
28	Waterline Construction (3" to 8")	1,115.00	LF		
29	Gate Valve, 8"	1.00	EA		
30	Gate Valve, 3"	1.00	EA		

31	Landscape Boulder Arroyo Structures (3' to 4')	1,616.00	EA		
32	Boulder Walls	1,370.00	LF		
33	Boulder Channels	2.00	LS		
34	Bollards	10.0	EA		
35	Panel Signs	1.0	LS		
36	Construction Fencing	1.0	LS		
37	Drop Inlet 4'x4' (TY. III) H=4'-0"	2.0	EA		
38	Drop Inlet Protection 4'x4'	2.0	EA		
39	Single Face W-Beam Guardrail	290.0	LF		
40	Adjust Valve Box to Grade	6.0	EA		

SUBTOTAL BID LOT 1¹ (sum of Bid Amounts for Bid Items 1 through 40, Cave Road, Madrid Arroyo, Ball Park Project Areas)

_____ Dollars
(Written Dollars and Cents)

(\$ _____)

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

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

Bid Lot 1 (Additive Alternate 1): Bridge Street Project Area

BID ITEM	MATERIAL / WORK DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	BID AMOUNT (US Dollars)
41	Construction Staking	1.0	LS		
42	Unclassified Excavation	277.0	CY		
43	Base Course including gravel surfacing	37.5	CY		
44	24" Culvert Pipe	125.0	LF		
45	Removal of Structures and Obstructions	25.0	LF		
46	Class B Riprap	8.5	CY		
47	Silt Fence	100.0	LF		
48	Drop Inlet 4'x4' (TY. III) H=4'-0"	1.0	EA		
49	Drop Inlet Protection, 4'x4'	1.0	EA		
50	Concrete Valley Gutter, 6" x 48"	243.0	LF		

SUBTOTAL BID LOT 1 ADDITIVE 1² (sum of Bid Amounts for Bid Items 1 through 10, Bridge Street Project Area)

_____ Dollars
(Written Dollars and Cents)

(\$ _____)

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

² The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax.

Bid Lot 2: Revegetation and Irrigation Plan Implementation

BID ITEM	MATERIAL/WORK DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	BID AMOUNT (US Dollars)
51	Construction Mobilization (Mob/Demob not to exceed 10% of the total base bid, excluding tax)	1.0	LS		
52	Solar powered water pumping system, RPS 400V or approved equal. Furnish/install/test/certify. Complete in place	1.0	LS		
53	Irrigation water system components, including a 1,500 gallon water tank, steel pipe wet well, an irrigation controller, a waterproof electrical panel box on a pedestal, electrically operated valves for each irrigation zone, valve box, etc. Furnish, install, test and certify. CIP	1.0	LS		
54	Irrigation system equipment yard. Site prep & grading, security fencing with 12 ft gate, base course gravel surfacing of vehicle access areas. CIP	1.0	LS		
55	Primary irrigation system water lines, for three zones. 3/4" PVC piping, incl. trench & backfill, marker tape and Carsonite surface markers.	2300.0	LF		
56	Secondary irrigation system water lines, from the primary pipe system to the individual bubbler heads, flexible tubing with shallow bury, supplying 47 locations.	1.0	LS		
57	Seed Mix A & F (hydroseed & fertilizer application)	6.8	AC		
58	Seed Mix B (hydroseed & fertilizer application)	1.2	AC		
59	Seed Mix C (hydroseed & fertilizer application)	0.4	AC		
60	Seed Mix D (hydroseed & fertilizer application)	2.2	AC		
61	Seed Mix E (hydroseed & fertilizer application)	0.2	AC		
62	Compost mulch (134/cubic yards per acre)	1340.0	CY		
63	Hydromulch with Tackifier (Bonded Fiber Mix) (materials), 2,000 pounds per acre	10.0	AC		
64	Straw wattles, install on exposed soil slopes prior to seeding & mulching	4100.0	LF		
65	Live Plantings, 10-gallon shrubs and trees (materials and planting)	47.0	EA		

66	Live plantings, grass plugs (materials and planting)	400.0	EA		
67	Live plantings, Apache plume and Chamisa seedlings (materials and planting)	200.0	EA		
68	Water tank refilling, 1500 gallons per trip	12.0	EA		

Assumptions

A - 5.83 acres, B - 1.12 acres, C - 0.32 acres. Total = 7.27 acres

Need to separate cost for materials (pound-based cost) and application (acre-based cost).

Refilling of the tank (1,500-gallon tank; six watering sessions of 500 gallons each)

SUBTOTAL BID LOT 2³ (sum of Bid Amounts for Bid Items 1 through 15, Madrid Arroyo Revegetation Plan Implementation)

_____ Dollars

(Written Dollars and Cents)

(\$ _____)

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

TOTAL BASE BID⁴ (sum of Bid Lots 1, Bid Lots 2, Additive Alternate 1 Amounts)

_____ Dollars

(Written Dollars and Cents)

(\$ _____)

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

4. The Bidder agrees that:

- A. The Work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that Substantial Completion shall be achieved not later than **270 calendar days** after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.
- B. Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified, the Contractor agrees to pay to the Owner in partial consideration for the award of this Contract the amount of **(XXXXXX – SPELL OUT)** dollars **(XXXX.XX)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.
- C. The above prices shall include all labor, materials, removal, overhead, profit, insurance, taxes (not including gross receipts tax), etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
- D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

³ The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax.

BIDDER MUST FILL IN THE FOLLOWING (if none, write none)

CID NM License Number: _____

Classification: _____

Resident Contractor's Preference Number: _____

Public Works Registration Number: _____

Pursuant to: 13-4-13.1. Public works contracts; registration of contractors and subcontractors.

Submitting a bid valued at more than \$60,000 for any portion of a public works project greater than \$60,000 that is subject to the New Mexico Public Works Act is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting a bid. The Energy, Minerals, and Natural Resources Department may reject any and all bids that, fail to provide a Public Works Registration number for the prime contractor and all other listed contractors or subcontractors. All licenses and certifications MUST be Active by the time bids are due.

5. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions), included as part of the Bidding Documents, have the meanings assigned to them in those Conditions.

6. If the Bidder is; _____

A. An INDIVIDUAL:

By _____

(Individual's Signature)

doing business as

Business address _____

Telephone: (____) _____

FAX: (____) _____

(SEAL)

B. A PARTNERSHIP:

By _____
(Firm Name)

(General Partner's Signature)

Business address _____

Telephone: (____) _____ FAX: (____) _____

(SEAL)

C. A CORPORATION:

Corporation Name: _____

State of Incorporation: _____

By: _____ Title: _____
(Name of Person Authorized to Sign)

If a New Mexico Corporation: _____
NM Certificate of Incorporation Number

If a Foreign Corporation: _____
NM Certificate of Incorporation Number

Attest Secretary: _____

Business address: _____

Telephone: (____) _____ Fax: (____) _____

D. A JOINT VENTURE:

By: _____
(Name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

By: _____
(Name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

END OF BID FORM

Basis of Award:

All Bidders are required to enter Bid amounts for each Bid Lot and the Total Base Bid items listed above to be considered responsive. This Contract will be awarded on the basis of the lowest responsive Total Base Bid received from a responsive Bidder. Depending on available funding, if the lowest acceptable Total Base Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. The Owner may Award at a minimum Bid Lot 1 and Bid Lot 2; however, Bid Lot 1 Alternate 1 is subject to available federal funding. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

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 _____.

WITNESS

PRINCIPAL (Seal)

TITLE

WITNESS

SURETY (Seal)

TITLE

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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.: _____

00500 – SAMPLE AGREEMENT FORMS

SHARE Contract No. 26-52100-24-XXXX

EMNRD Contract No. 26-521-0600-XXXX

**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 Stormwater and Erosion Control Project in Santa Fe County, New Mexico in the Project Manual which is part of Invitation to Bid (ITB) No. xxx. 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: XXXXX) 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 (\$x,xxx,xxx.xx), including New Mexico Gross Receipts Taxes, if applicable.

The Contract Sum is determined as follows:

Total Base Bid	\$	
Gross Receipts Tax @	%	\$
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 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.

- A. 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 Manager by the Contractor and Certificates for Payment issued by the EMNRD Project Manager, EMNRD shall make progress payments on account of the Contract Sum, to the Contractor as provided in the Contract Documents 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 Manager shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance with this Compensation Section.
- B. 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.
- C. 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 Manager completes a final inspection and the EMNRD Project Manager notifies the Design 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 (200) 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 Design 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
3. contract unit price, or as mutually agreed for items of work partially completed.
4. 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.

5. 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.
6. The Contractor agrees to make all cost records available upon EMNRD's request.
7. 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:

Meghan McDonald, Mining and Minerals Division
Energy, Minerals and Natural Resources Department
8801 Horizon Blvd. NE, Suite 260
Albuquerque, NM 87113
505-629-9872

- 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 provide 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, §§ 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:
- 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. 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 Design Engineer 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, §§ 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 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 daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted);
 - (b) the itemized deductions made;
 - (c) the net wages paid;
 - (d) the number of the wage rate decision issued on the project by the Director;
 - (e) fringe benefit statement;
 - (f) statement of compliance form; and
 - (g) annualization of fringe benefit worksheet.
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.
 - A. EMNRD shall require wage rate inspections during the period of construction.
 - B. 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.
 - C. Contractor or subcontractor shall post minimum wage rates in a prominent, easily accessible place at the site of each particular project.
 - D. 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.
 - E. Contractor and subcontractor shall comply with all requirements imposed by the Public Works Minimum Wage Act and 11.1.2 NMAC.
 - F. 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, §§ 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
- e) If any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

XXVIII. Compliance with Federal Laws

- A. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 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 to 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 amendment 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.
- H. 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: _____
EMNRD Legal Counsel

By: _____ Date: _____
EMNRD Cabinet Secretary or Designee

CONTRACTOR NAME

By: _____ Date: _____
Authorized Representative

Printed Name and 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

NM I.D. No.: _____

By: _____ Date: _____

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 Madrid, New Mexico Stormwater and Erosion Control
Project, Project No. EMNRD-MMD-2025-02, Santa Fe County, New Mexico, in accordance with
the enclosed Plans 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 _____.

PRINCIPAL (Seal)

WITNESS

TITLE

WITNESS

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 Madrid, New Mexico Stormwater and Erosion Control Project, Project No. EMNRD-MMD-2025-02, Santa Fe County, New Mexico, in accordance with the enclosed Plans 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

WITNESS

SURETY (Seal)

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				Bodily Injury	\$	\$
<input type="checkbox"/> Independent Contractors				Property Damage	\$	\$
<input type="checkbox"/> Products and Completed Operations						
<input type="checkbox"/> Broad Form Property Damage Contractual Liability				Bodily Injury and Property Damage Combined	\$	\$
<input type="checkbox"/> Explosion and Collapse Hazard						
<input type="checkbox"/> Underground Hazard						
<input type="checkbox"/> Personal Injury with Employment Exclusion Deleted				*Applies to Products and Completed Operations Hazard		\$ (Personal Injury)
Comprehensive Automobile Liability				Bodily Injury (Each Person)	\$	
<input type="checkbox"/> Owned				Bodily Injury (Each Accident)	\$	
<input type="checkbox"/> Hired				Property Damage	\$	
<input type="checkbox"/> Non-Owned				Bodily Injury and Property Damage Combined	\$	
Excess Liability				Bodily Injury and Property Damage Combined	\$	\$
<input type="checkbox"/> Umbrella Form						
<input type="checkbox"/> Other than Umbrella						
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

This page was intentionally left blank.

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 Design Engineer will investigate the conditions, and if the Design 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 Design 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 Design Engineer regarding project actions. The Project Manager's dealings in matters pertaining to the on-site work shall in general be only with the Design 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 Design Engineer.

B. Duties and Responsibilities.

The Project Manager will:

1. Schedules: Review the progress schedule prepared by the Contractor and consult with the Design Engineer concerning acceptability.
2. Conferences: Attend preconstruction conferences, progress meetings, job conferences as required in consultation with the Design Engineer, and other project related meetings.
3. Liaison: Serve as the Design 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 Design Engineer of their availability for examination.
 - b. Advise the Design Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the Design 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 Design 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 Design 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 Design 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 Design 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 Design Engineer.
6. Interpretation of Contract Documents: Transmit to Contractor the Design Engineer's clarifications and interpretations of the Contract Documents.
7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in Plans or Specifications and report them with recommendations to the Design 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 Design Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- 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 Design Engineer. Record names, addresses and telephone numbers of all the Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
- a. Furnish the Design 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 Design Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- c. Report immediately to the Design 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 Design 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 Design Engineer for review prior to final acceptance of the work.

12. Completion:

- a. Before the Contractor issues written certification to the Design 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 Design 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 Design Engineer concerning acceptance.

C. Limitations of Authority.

Except upon written instructions of the Design 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 Design 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.

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);
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) 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

00826 – Applicant/Violator System Information

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

Purpose: The purpose of this form is to allow the Applicant/Violator System (AVS) database office to conduct an eligibility check to make sure that your company is not associated with any violations related to coal mining in accordance with the Surface Mining Control and Reclamation Act (SMCRA). The AVS is a database that maintains relationship information between individuals and companies so when personnel actions (hiring, retiring, etc.) or business actions (name changes, mergers, etc.) happen the system will need to be updated. Through this form you can tell us if your company information in the AVS is correct, needs to be updated, or needs to be created. If you have any questions at any time do not hesitate to contact the AVS Office at 800-643-9748.

Part A: General Information: Part A should be completed by the AML Contractor. Please fill in the requested business information in the provided fields. You can find an electronic copy of the form on our website (<http://www.osmre.gov/programs/AVS.shtm>).

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 individuals and other businesses have with your organization. It lets you know what information we currently have for your company in the AVS.

If you are new company or this is your first AML bid: Your business is most likely **not** in the AVS. If your business is not in the AVS you cannot obtain an OFT. You should check to see if you are in the system by following the steps for obtaining an OFT below. If your company does not appear in the AVS search, move on to Part C, check Box 3, and complete Part D of this form so we can add you to the system.

If your company has worked on previous AML projects or in the coal mining industry: Your business is most likely in the AVS. If this is the case we need you to obtain your OFT (instructions below) and review it to see if all the information is correct. If you find that your company is not in the AVS follow the instructions for “If you are a new company” above.

You can obtain an OFT two ways:

1. Calling the AVS Office at 800-643-9748 and requesting your company’s OFT.
2. Accessing the AVS from your personal computer: Go to the AVS website (<https://avss.osmre.gov>). Click “Access AVS”, and then “Login as Guest”. Place your cursor on the “Entity” Module and “Click”. Type your business name (or entity number if you know it) in search box and press enter key. If more than one entity record appears, select your company and then “Click” on the “Relationship” tab to display your Entity OFT information. Print the Entity OFT from AVS by right clicking and selecting “Print”. Review the OFT to determine what to do in Part C. Attach the OFT to your AML Contractor Form.

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.

Note: signature date must be recent (within thirty (30) days) to be considered. An explanation of when each box is appropriate:

Box 1: If information in your OFT is accurate, complete, and up-to-date, please check this box and sign and date. **Attach the OFT printout** that you reviewed to the OMB #1029-0119 form and submit it to the AML Contracting Officer your business is working with.

Box 2: If upon reviewing your OFT, you discover the information contained in AVS is not accurate, complete and up-to-date, then check this box **and complete Part D** to provide missing or corrected information. Sign and date, **attach your OFT printout** to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

Box 3: If your business does not appear to have any information in the AVS, then check this box **and complete Part D**. Sign and date and submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

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 (Boxes 2 and 3 in Part C). Please use as many pages as necessary. **To reduce the processing time:** please include **all** fields, including the relevant begin and/or end dates for individuals. Providing middle name or initial for individuals can also help reduce processing time so we can more easily distinguish individuals with the same name in the AVS.

Here are some answers to Part D FAQs:

Which employees should be included in Part D?

There is a list of every position that should be listed at the top of Part D. It is all officers, directors, and the shareholders/members owning more than 10% whether that is an individual or a business. For those that own less than 10% reporting the ownership is optional. Many AML Reclamation companies do not have large business structures so use your judgment as to who directs, manages, or controls the project. If, for example, a Professional Engineer has the power to determine how the project is conducted you should include him/her on Part D.

What address and phone number should I use?

Use the address and phone number where the person would like to receive business correspondence.

What are the begin and end dates for?

Begin dates indicate when a person started at that position in your company. If an individual started on 1/1/2001 and 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 at the company due to retirement, death, etc. You can write the person's name and title and then the end date so we know to update the system to indicate that individual is no longer associated with the company. **If you hold more than one position** or title, be sure to note if there are different begin dates for each position. For example, if John Smith started as Secretary on 1/1/2001 and continued being Secretary but also became Vice President on 2/2/2004 both of those begin dates would need to be reflected. If he stopped being Secretary when he became Vice President, we would need an end date for his role as Secretary.

**REQUEST FOR AN APPLICANT/VIOLATOR SYSTEM (AVS)
AML CONTRACTOR DATA EVALUATION**

An AVS data evaluation for AML contractors is required under the Federal rules at 30 C.F.R. 874.16. Please provide the information requested below and send your request via postal mail, e-mail or FAX to:

Liz Cox
Office of Surface Mining
Applicant/Violator System
Office 2679 Regency Road
Lexington, Kentucky 40503
Telephone: 800.643.9748 ext.472
FAX: 859.260.8418
E-mail: lcx@osmre.gov

Date _____

Requesting Office _____

Contact _____

Contact's Telephone _____

Preferred response method:

E-M AIL: _____

or

FAX: (____) _____

Level of your request: Emergency _____
(Expect your response within 4 hrs. if received before 3 PM Eastern)

Non-Emergency _____
(Expect your response with two business days)

Note to Evaluator:

00830 – 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 Stormwater and Erosion Control Project
Requested Date: 03/13/2025
Approved Date: 03/13/2025
Approved Wage Decision Number: SF-25-0856-A

Wage Decision Expiration Date: 07/11/2025

2) Physical Location of Jobsite for Project:
Job Site Address: 2846 NM-14
Job Site City: Madrid
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: 05/15/2025

5) Estimated total project cost: \$8,000,000.00
a. Are any federal funds involved?: Yes - \$8,000,000.00
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?: Yes

Wage Decision Number	Project Title	Wage Decision Date	Project Address
SF-25-0319-A	Madrid Water Tank Project	01/30/2025	2801A NM-14, Santa Fe, NM

e. What is the ultimate purpose or functional use of the construction once it is completed?: Improvements to stormwater infrastructure and erosion control within east of highway NM-14 as well as improvements to the existing arroyo west and north of NM-14 in the Village of Madrid, New Mexico. Project areas are located on public and private property. Madrid experiences flooding and erosion control issues resulting from uncontrolled stormwater flow traveling from higher relief areas (bluffs and mill tailing piles) into the lower relief residential areas of town. The focus of this project is to capture and divert stormwater flow into engineered rocklined stormwater conveyance infrastructure which will route flow around residential areas and into an existing arroyo on the west side of town. Infrastructure improvements will include regrading of roads, road surfacing, excavation of channels, installation of channel armoring, installation of curb and drop inlets under NM-14, installation of culverts under gravel roads, and construction of three new fire hydrants throughout town.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$8,000,000.00	Improvements to stormwater infrastructure and erosion control within east of highway NM-14 as well as improvements to the existing arroyo west and north of NM-14 in the Village of Madrid, New Mexico. Project areas are located on public and private

	<p>property. Madrid experiences flooding and erosion control issues resulting from uncontrolled stormwater flow traveling from higher relief areas (bluffs and mill tailing piles) into the lower relief residential areas of town. The focus of this project is to capture and divert stormwater flow into engineered rocklined stormwater conveyance infrastructure which will route flow around residential areas and into an existing arroyo on the west side of town. Infrastructure improvements will include regrading of roads, road surfacing, excavation of channels, installation of channel armoring, installation of curb and drop inlets under NM-14, installation of culverts under gravel roads, and construction of three new fire hydrants throughout town.</p>
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11.1.2.20 PREVAILING WAGE AND FRINGE BENEFIT AND APPRENTICESHIP CONTRIBUTION RATES: Pursuant to 11.1.2.13 NMAC, the director of the labor relations division of the department of workforce solutions hereby publishes the 2025 prevailing wage and fringe benefit rates and apprenticeship contributions that will apply to all wage rate decisions issued from January 1, 2025 through December 31, 2025.

TYPE “A” - STREET, HIGHWAY, UTILITY AND LIGHT ENGINEERING
Effective January 1, 2025

A. TYPE A: STREET, HIGHWAY, UTILITY AND LIGHT ENGINEERING			
Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Bricklayer/block layer/stonemason	27.03	10.99	
Bricklayer/block layer/stonemason: Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98	
Bricklayer/block layer/stonemason: Dona Ana, Otero, Eddy, and Lea counties	29.56	14.10	
Carpenter/lather	30.89	13.26	
Carpenter: Los Alamos county	37.39	14.18	
Cement mason	20.52	7.61	
Drywall Finisher/Taper	29.60	9.63	
Glazier/Fabricator	22.25	7.40	
Ironworker			
Ironworker journeyman	28.96	19.51	
Probationary ironworker	23.17	19.51	
Painter – Commercial	21.00	5.75	
Paper Hanger	21.00	5.75	
Plumber/pipefitter	43.07	17.25	
Electricians – outside classifications: Zone 1			
Ground man	27.18	13.32	
Equipment operator	38.99	17.67	
Lineman	49.25	20.82	
Journeyman technician	45.86	19.97	
Cable splicer	50.46	21.11	
Electricians – outside classifications: Zone 2			
Ground man	27.18	13.32	
Equipment operator	38.99	17.67	
Lineman	49.25	20.82	
Journeyman technician	45.86	19.97	
Cable splicer	50.46	21.11	
Electricians – outside classifications: Los Alamos county			
Ground man	27.95	13.34	
Equipment Operator	40.11	17.70	
Lineman/Technician	50.54	21.14	
Journeyman technician	47.19	20.29	
Cable Splicer	55.50	22.38	

Laborers			
Group I – Unskilled	17.39	7.51	
Group II – Semi-Skilled	17.39	7.51	
Group III – Skilled	18.89	7.51	
Group IV - Specialty	19.39	7.51	
Operators			
Group I	23.00	6.95	
Group II	24.00	6.95	
Group III	25.50	6.95	
Group IV	27.03	6.95	
Group V	27.16	6.95	
Group VI	27.41	6.95	
Group VII	27.62	6.95	
Group VIII	28.56	6.95	
Group IX	37.81	6.95	
Group X	42.19	6.95	
Soft Floor Layer	21.00	9.20	
Truck drivers			
Group I – IX	20.55	9.40	



**TYPE "A" –
STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING**
Effective January 1, 2025

Trade Classification	Base Rate	Fringe Rate
Cement Mason	20.52	7.61
Drywall Finisher/Taper	29.60	9.63
Glazier/Fabricator	22.25	7.40
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	43.07	17.25
Soft Floor Layers	21.00	9.20
Bricklayer/Block Layer/Stonemason		
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter		
Carpenter/Lather	30.89	13.26
Carpenter- Los Alamos County	37.39	14.18
Electricians- Outside Classifications: Zone 1		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11
Electricians-Outside Classifications: Zone 2		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11

Trade Classification	Base Rate	Fringe Rate
Electricians-Outside Classifications: Los Alamos County		
Ground man	27.95	13.34
Equipment Operator	40.11	17.70
Lineman	50.54	21.14
Journeyman technician	47.19	20.29
Cable Splicer	55.50	22.38
Ironworker		
Ironworker Journeyman	28.96	19.51
Probationary Ironworker	23.17	19.51
Laborers		
Group I – unskilled	17.39	7.51
Group II – semiskilled	17.39	7.51
Group III – skilled	18.89	7.51
Group IV – specialty	19.39	7.51
Operators		
Group I	23.00	6.95
Group II	24.00	6.95
Group III	25.50	6.95
Group IV	27.03	6.95
Group V	27.16	6.95
Group VI	27.41	6.95
Group VII	27.62	6.95
Group VIII	28.56	6.95
Group IX	37.81	6.95
Group X	42.19	6.95
Truck Drivers		
Group I-IX	20.55	9.40

NOTE: All contractors are required to pay **SUBSISTENCE, ZONE, AND INCENTIVE PAY** according to the particular trade. More information available at <https://www.dws.state.nm.us/public-works>.

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



2025 SUBSISTENCE, ZONE, AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

Bricklayers

- (1) For Albuquerque area contractors, the starting point shall be at the intersection of I-40 and I-25 and shall continue to the job site. All other areas, the starting point shall be the employer's main office address.
- (2) Between 50 and 75 miles from the starting point, \$35.00 per day.
- (3) 76 or more miles from the starting point, \$55.00 per day.
- (4) All covered refractory work over 75 miles from the intersection of I-40 and I-25, \$80.00 per day.

Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.



Drywall Finishers and Tapers

- (1) All zones are measured from the Albuquerque City Hall.
- (2) Up to 70 miles is a free zone.
- (3) Between 71 and 100 miles shall be paid \$30.00 expense allowance per day worked.
- (4) Over 101 miles shall be paid \$80.00 expense allowance per day worked.
- (5) Employees who travel from Santa Fe to Albuquerque will be paid \$30.00 per day or other mutually agreed upon lodging or transportation.
- (6) An area withing a 50-mile radius of the address where an employee permanently resides at the time of hire, outside of Santa Fe or Albuquerque, shall be a free zone.
- (7) When the employer pays for the hotel for out-of-town work, the employee shall receive \$30.00 per day for expenses. Each room shall not house more than two people per room.

Electricians (inside classifications)

- (1) For Albuquerque only:
 - (a) Zone 1 is classified as being within 40 miles from the main post office.
 - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
 - (a) Zone 1 is:
 - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
 - (ii) within eight miles from the main post office for Las Vegas.
 - (iii) within ten miles from the main post office for Santa Fe and Gallup.



- (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
 - (v) within fourteen miles from the main post office for Espanola.
 - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
 - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
 - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) Commuting time to and from a job site at the beginning and end of each workday is not compensable. However, if workers are required to report to the shop at the start of the day or return to the shop at the end of the day, then that time spent traveling is compensable. Similarly, time spent traveling from job to job is compensable. In both cases, workers shall be paid for the time spent traveling and shall be furnished transportation by the employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos County.

Glaziers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses; or
- (2) Pay \$100.00 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 50-mile radius from their residence or the employer's shop, whichever is closer to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 50-mile radius, plus their regular rate of pay for travel time.

Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.



- (2) If travel is within Santa Fe County, travel time shall be paid at \$3.00 per hour.

Laborers

- (1) Type A:
 - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
 - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
 - (a) Work travel over 70 miles from the union halls of Albuquerque, Espanola, Farmington, or Las Cruces shall be paid at \$7.00 per hour in travel pay, not to exceed 10 hours per day;
 - (b) If an overnight stay is necessary, the employer shall pay \$40.00 per day for meals, in addition to travel pay.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging with no more than two people in a room in areas where overnight stays are necessary, subsistence rates do not apply.

Millwrights

- (1) All zone pay shall be calculated from the address of the city hall of the respective dispatch point using the "shortest route" filter on Google Maps.
- (2) Zone 1: Work traveled up to 45 miles from the city hall of the respective dispatch points is a free zone.
- (3) Zone 2: Work traveled between 45 miles and 100 miles shall be compensated at \$4.00 per hour above base wage.
- (4) Zone 3: Work traveled 101 miles or more shall be compensated at \$6.00 per hour above base wage.
- (5) If employer fails to provide suitable lodging, employer shall pay \$110.00 per diem.
- (6) If an employee's principal place of residence is within 45 road miles from the project, no subsistence or travel time shall be paid.

Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:



- (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
 - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
 - (a) Base points for operators are 30 miles and beyond from the following base points or the employee's home:
 - (i) Bernalillo county courthouse in Albuquerque;
 - (ii) State capital building in Santa Fe;
 - (iii) City hall in Farmington.
 - (b) Zone and subsistence for Albuquerque, Santa Fe, and Farmington are as follows:
 - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
 - (ii) work travel between 51 and 100 miles from the base point compensated at \$50.00 per day;
 - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$100.00 per day.
 - (c) Zone and subsistence for Los Alamos County, \$100.00 per day. This takes precedence over the 50-mile radius for Santa Fe zone and subsistence.
 - (d) If an employer provides the employee transportation and mutually agreeable suitable lodging in area where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

Painters

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer does not provide lodging, employer shall pay \$100 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 60-mile radius from their residence or the employer's shop, whichever is closest to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 60-mile radius, plus their regular rate of pay for travel time.



Paper hangers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer does not provide lodging, employer shall pay \$100.00 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 50-mile radius from their residence or the employer's shop, whichever is closer to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 50-mile radius, plus their regular rate of pay for travel time.

Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.

Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

Sheet metal workers

- (1) Subsistence will be paid in any area outside the employer's home zone unless the jobsite is within 90 miles, by most direct regularly traveled route, of an employee's principal place of residence. In which case the employer will not be required to pay subsistence to that employee while working on the jobsite.
- (2) If an overnight stay is required, \$120.00 subsistence will be paid for each day worked outside of the employer's home zone.



- (3) No subsistence pay is required should employer decide to cover room costs at a suitable location and no more than two workers are in a room.
- (4) Zone 1: any are within an employer's home zone. An employer's home zone shall consist of 90 miles by most direct regularly traveled route from the main post office in the municipality of the employer's primary place of business, and including Los Alamos and Espanola, regardless of mileage.
- (5) Zone 2 (Industrial):
 - (a) Industrial work will be defined as all new construction work performed on the following types of facilities: electrical generation plants, co-generation plants 50 megawatts and over, refineries, natural and LP gas plants, mills, mines, and concentrators. Maintenance and retrofit work are excluded.
 - (b) The minimum rate of pay for all work described in subsection (a) of this section will be as indicated under zone 3 of the public works prevailing wage rates in 11.1.2.20 NMAC.
- (6) Zone 3 (Los Alamos):
 - (a) All work on Los Alamos National Laboratory property, and all prevailing wage work within the county of Los Alamos.
 - (b) The minimum rate of pay for all work described in subsection (a) of this section will be indicated under zone 3 of the public works prevailing wage rates in 11.1.2.20 NMAC.
- (7) Travel:
 - (a) All time spent traveling during the regular workday will be considered time worked and will be paid at the zone 1 rate of pay, provided such travel is directed by the employer. Travel before or after the regular workday will not be considered time worked and will not be paid unless required by federal or state law. If required by law, all time spent traveling outside the regular workday will be paid at the overtime rate of time and a half times two thirds the regular zone 1 rate of pay.
 - (b) If an employer send an employee to perform work outside the territorial jurisdiction of the United States or Canada, travel pay and subsistence arrangements shall be negotiated locally.

Soft floor layer

- (1) Zone 1: Base pay for an area within a 30-mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone 1.



- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$23.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$33.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$125.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.

Federal Davis-Bacon Wage Determination Schedule

"General Decision Number: NM20250034 01/03/2025

Superseded General Decision Number: NM20240034

State: New Mexico

Construction Type: Highway

County: Santa Fe County in New Mexico.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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 \$17.75 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 2025.
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 \$13.30 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 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

TRUCK DRIVER

Dump Truck.....	\$ 15.04 **	0.26
Flatbed Truck.....	\$ 13.51 **	0.26
Pickup Truck.....	\$ 12.95 **	0.26
Water Truck.....	\$ 12.96 **	0.26

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Madrid, New Mexico Stormwater & Erosion Control Project

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====
END OF GENERAL DECISION"

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00900 – APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT
Madrid, New Mexico Stormwater & Erosion Control Project
 Madrid, New Mexico
 EMNRD-MMD-2025-02

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

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

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
Cave Road, Madrid Arroyo, and Ball Park Project Areas									
1	Construction Mobilization (Mob/Demob not to exceed 10% of the total base bid, excluding tax)	1.0	LS						
2	Traffic Control Plan & Implementation	1.0	LS						
3	Construction Staking	1.0	LS						
4	Clearing and Grubbing	15851.0	SY						
5	Unclassified Excavation	37635.0	CY						
6	Subgrade Preparation	5819.0	SY						
7	Blading and Shaping	23152.0	SY						
8	Major Structure Excavation and Subgrade Preparation (Abutments)	1.0	LS						
9	Base Course including gravel surfacing	2054.0	CY						
10	Filter Aggregate (1"-4")	221.0	CY						
11	NM-14 Paving, 4.5"	69.0	SY						

Madrid, New Mexico Stormwater & Erosion Control Project

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
12	Concrete Pavement, 6"	420.0	SY						
13	Precast Concrete Box Culvert (NM-14 Crossing)	10.0	CY						
14	Removal of Structures and Obstructions	1.0	LS						
15	Removal of Surfacing	69.0	SY						
16	Structural Concrete, Class AA	340.0	CY						
17	Reinforced Concrete for Minor Structures	46.0	CY						
18	Class AA Concrete Grout for Arroyo Structures	154.0	CY						
19	Pedestrian Bridge	1.0	LS						
20	Steel Pipe Railing	280.0	LF						
21	24" Culvert Pipe	60.0	LF						
22	24" Culvert Pipe End Section	2.0	EA						
23	Riprap Class B	1222.0	CY						
24	Riprap Class C	610.0	CY						
25	Clean Water Act Compliance	1.0	LS						
26	Standard Gate	1.0	EA						
27	Fire Hydrant	4.00	EA						
28	Waterline Construction (3" to 8")	1115.00	LF						
29	Gate Valve, 8"	1.00	EA						
30	Gate Valve, 3"	1.00	EA						
31	Landscape Boulder Arroyo Structures (3' to 4')	1616.00	EA						
32	Boulder Walls	1370.00	LF						
33	Boulder Channels	2.00	LS						

Madrid, New Mexico Stormwater & Erosion Control Project

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
34	Bollards	10.0	EA						
35	Panel Signs	1.0	LS						
36	Construction Fencing	1.0	LS						
37	Drop Inlet 4'x4' (TY. III) H=4'-0"	2.0	EA						
38	Drop Inlet Protection 4'x4'	2.0	EA						
39	Single Face W-Beam Guardrail	290.0	LF						
40	Adjust Valve Box to Grade	6.0	EA						
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: _____
Mining and Minerals Division Director

By: _____
Contractor

By: _____
AMLP Project Manager

Date: _____

Date:

Date: _____

APPLICATION FOR PAYMENT
Madrid, New Mexico Stormwater & Erosion Control Project
 Madrid, New Mexico
 EMNRD-MMD-2025-02

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

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

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
Bridge Street Project Area									
41	Construction Staking	1.0	LS						
42	Unclassified Excavation	277.0	CY						
43	Base Course including gravel surfacing	37.5	CY						
44	24" Culvert Pipe	125.0	LF						
45	Removal of Structures and Obstructions	25.0	LF						
46	Class B Riprap	8.5	CY						
47	Silt Fence	100.0	LF						
48	Drop Inlet 4'x4' (TY. III) H=4'-0"	1.0	EA						
49	Drop Inlet Protection, 4'x4'	1.0	EA						
50	Concrete Valley Gutter, 6" x 48"	243.0	LF						
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: _____
 Mining and Minerals Division Director Contractor AMLP Project Manager
 Date: _____ Date: _____ Date: _____

APPLICATION FOR PAYMENT
Madrid, New Mexico Stormwater & Erosion Control Project
 Madrid, New Mexico
 EMNRD-MMD-2025-02

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

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

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
<u>Madrid Arroyo Revegetation Plan Implementation</u>									
51	Construction Mobilization (Mob/Demob not to exceed 10% of the total base bid, excluding tax)	1.0	LS						
52	Solar powered water pumping system, RPS 400V or approved equal. Furnish/install/test/certify. Complete in place	1.0	LS						
53	Irrigation water system components, including a 1,500 gallon water tank, steel pipe wet well, an irrigation controller, a waterproof electrical panel box on a pedestal, electrically operated valves for each irrigation zone, valve box, etc. Furnish, install, test and certify. CIP	1.0	LS						

Madrid, New Mexico Stormwater & Erosion Control Project

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
54	Irrigation system equipment yard. Site prep & grading, security fencing with 12 ft gate, base course gravel surfacing of vehicle access areas. CIP	1.0	LS						
55	Primary irrigation system water lines, for three zones. 3/4" PVC piping, incl. trench & backfill, marker tape and Carsonite surface markers.	2300.0	LF						
56	Secondary irrigation system water lines, from the primary pipe system to the individual bubbler heads, flexible tubing with shallow bury, supplying 47 locations.	1.0	LS						
57	Seed Mix A & F (hydroseed & fertilizer application)	6.8	AC						
58	Seed Mix B (hydroseed & fertilizer application)	1.2	AC						
59	Seed Mix C (hydroseed & fertilizer application)	0.4	AC						
60	Seed Mix D (hydroseed & fertilizer application)	2.2	AC						
61	Seed Mix E (hydroseed & fertilizer application)	0.2	AC						
62	Compost mulch (134/cubic yards per acre)	1340.0	CY						

Madrid, New Mexico Stormwater & Erosion Control Project

ITEM NO.	MATERIAL OR WORK DESCRIPTION	CONTRACT QUANTITY	BASIS OF EVALUATION	UNITS OR PERCENT OF THIS BILLING	AMOUNTS THIS BILLING	UNITS OR PERCENT PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS OR PERCENT REMAINING	AMOUNTS REMAINING
63	Hydromulch with Tackifier (Bonded Fiber Mix) (materials), 2,000 pounds per acre	10.0	AC						
64	Straw wattles, install on exposed soil slopes prior to seeding & mulching	4100.0	LF						
65	Live Plantings, 10-gallon shrubs and trees (materials and planting)	47.0	EA						
66	Live plantings, grass plugs (materials and planting)	400.0	EA						
67	Live plantings, Apache plume and Chamisa seedlings (materials and planting)	200.0	EA						
68	Water tank refilling, 1500 gallons per trip	12.0	EA						
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: _____
Mining and Minerals Division Director

By: _____
Contractor

By: _____
AMLPP Project Manager

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 ADMINISTRATIVE SPECIFICATIONS

Please Note – 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.

DIVISION 1 – GENERAL REQUIREMENTS

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

01010 – SUMMARY OF WORK

The Madrid Stormwater and Erosion Control project consists of improvements to stormwater infrastructure and erosion control within the upland areas east of highway NM-14 as well as improvements to the existing arroyo west and north of NM-14 in the Village of Madrid, New Mexico. Project areas are located on publicly and privately owned land.

Madrid experiences flooding and erosion control issues resulting from uncontrolled stormwater flow traveling from higher relief areas (bluffs and mill tailing piles) into the lower relief residential areas of town. The focus of this project is to capture and divert stormwater flow into engineered stormwater conveyance infrastructure which will route flow around residential areas and into an existing arroyo on the west side of town.

Infrastructure improvements will include regrading of roads, road surfacing, excavation of channels, installation of channel armoring, installation of curb and drop inlets, installation of culverts, construction of a detention pond and outlet structure, construction of stormwater interceptor channels on upslope areas, construction of boulder retaining walls; and incidental related work.

01011 – SUMMARY OF PROJECT AND CONSTRUCTION ACCESS

The project site is accessed by proceeding north on highway NM-14, into Madrid, New Mexico. Upland areas of the project site can be accessed via Bethlehem Hill Road. The arroyo can be accessed via Cave Road.

To the maximum extent practicable, construction access is limited to existing dirt roads, jeep trails, and hiking trails, except as otherwise shown, specified, or allowed by the Project Manager.

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. Additionally, existing mine features and interpretive displays shall not be removed or damaged as a result of the work. Access routes and methods

to construction areas shall be coordinated with the Project Manager prior to mobilizing to targeted mine features. No construction disturbances (including excavation, fill and stockpiling of construction materials) or moving of artifacts shall take place unless directly specified in design documents. Avoidance zones within the designated disturbance area shall extend to five meters (16.4 feet) from the existing mine features structures, except where construction is indicated within this zone in which case the disturbance within the avoidance zone shall be minimized as practicable. The Project Manager or Design Engineer may designate special avoidance areas.

Wherever the Contractor is working with equipment near designated avoidance features and avoidance areas and wherever construction access routes pass next to these features, the Contractor shall place four-foot high, temporary, high-visibility barrier fencing (Hi-Vis, ADPI, or equivalent) around the features. The Contractor shall provide a submittal for the barrier fencing to be used prior to installation. Barrier fencing shall be removed upon completion of work. An exception to this requirement may be during performing rock clearing from in front of mine entrances and clearing pedestrian approaches.

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 uninventoried 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.

If construction occurs within the migratory bird nesting season (February 15 to September 15), a preconstruction migratory bird survey will be required. If needed, the AML Program will contract an outside consulting firm to perform the bird survey within 10 days to the start of construction. The Contractor shall contact the AML Program Manager and the Design 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).

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 Design Engineer before being submitted to:

Meghan McDonald
Mining and Minerals Division
Energy, Minerals, and Natural Resources Department
State of New Mexico
8801 Horizon Blvd. NE, Suite 260
Albuquerque, NM 87113
Meghan.McDonald@emnrd.nm.gov

All Applications for Payment shall include appropriate backup, such as daily reports, load counts, etc. Contract amount equals total base bid plus gross receipts tax.

01028 – PRICES

The following subsections describe the lump sum and unit prices to be paid under this contract. Items not specifically described shall be measured and paid per the unit of measure shown on the Bid form

I. Lump Sum Prices

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

Construction Mobilization/Demobilization

Payment for Mobilization/Demobilization will be made at the lump sum prices bid therefore in the Bid Form. Forty percent (40%) of the lump sum price bid will be paid following completion of moving onto the site including complete assembly in working order of all equipment necessary to perform the required work and the satisfactory storage at the site of all such materials and supplies. Sixty percent (60%) of the lump sum price bid will be paid when all equipment has been removed and satisfactory cleanup operations have been performed following the satisfactory completion of the contract.

In addition, payment for Mobilization/Demobilization will not be made until the Design Engineer's approval of adequate performance. "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 Design Engineer. In case of any weather delays, compensation for additional Mobilization will not be made.

Payment for Mobilization/Demobilization shall include minimal improvement/maintenance of roads, 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. Upon completion of the work under this Contract, the Contractor shall remove all temporary facilities, temporary infrastructure and equipment. The Contractor shall remove from the work site all rubbish, unused materials, and leave all areas in good order and condition, subject to the approval of the Project Manager. This amount shall include complete Mobilization/Demobilization no matter how often equipment is transported to individual sites within the project area.

This Bid Item shall also include all work necessary to develop and implement the Project Safety Plan, including writing and revising the plan as required, provision and maintenance of safety equipment, conduct of daily safety meetings and all other items necessary and incidental to meeting the specifications of this Bid Item and of the Project Safety Plan.

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

Traffic Control Plan and Implementation

Traffic control plans and implementation will be paid on a Lump Sum (LS) basis. This item includes preparation of traffic control plans; furnishing, installation, the supervision, inspection, traffic control management; and maintenance of traffic control devices including all access signs required to perform the construction shown on the Plans. This item shall be performed in accordance with the Standard Specifications.

Traffic control plans for work in the NM 14 right-of-way will be submitted to the New Mexico Department of Transportation for approval before any traffic control occurs. Traffic control permit fees are incidental to the Traffic Control Bid and Implementation bid item.

Construction Staking by the Contractor

Payment will be made at the lump sum price shown in the Bid Form. This price includes all work necessary to establish survey controls, grade staking, and conduct volume calculations; and pre- and post- construction topographic surveys, throughout the duration of the project.

Clean Water Act Compliance (SWPPP and Sediment Control)

Payment for the development of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of stormwater and sediment controls, per the approved Plan will be made at the lump sum price bid therefore in the Bid Form. This price shall include all work necessary to prevent sediment transport from the site in accordance with the Plans and specifications. Includes all

equipment, labor, and supervision necessary for executing the SWPPP and maintaining the sediment and erosion control best management practices.

Major Structure Excavation

Major structure excavation includes excavation and the compaction of backfill for designed abutments within the Madrid Arroyo including subgrade preparation. Payment for major structure excavation will be made at the lump sum price bid therefore in the Bid Form.

Obstruction Removal

Obstruction removal will be paid on a Lump Sum (LS) basis. This item includes water line removals, temporary piping used during site construction activities, protection of existing hydrants, pipe culvert removal at the Cave Road crossing of the Madrid Arroyo, and the disposal of waste materials off-site at appropriate disposal facilities.

Pedestrian Bridge

Payment for the construction of a steel pedestrian bridge structure will be made at the lump sum price bid therefore in the Bid Form. This price shall include all work necessary to construct a bow truss style pedestrian bridge with a thirty (30) foot span, ten (10) foot width, with a 10,000-pound load bearing design. This work shall include all equipment, labor, supervision required for construction as well as the furnishing of all steel and any other required construction materials.

Boulder Channels

Boulder channel construction in the Madrid Arroyo and Cave Road crossing will be paid on a Lump Sum (LS) basis. This item includes the construction of a sloping drainage channel rundown into the Madrid Arroyo using large boulders grouted in place as well as the construction of a transition channel ramp at the Cave Road crossing of the Madrid Arroyo using large boulders grouted/cemented in place as indicated in the Project Drawings.

Panel Signs

Payment for the furnishing and installation of panel signs will be made at the lump sum price bid therefore in the Bid Form. This item will include permanent road signage of various types in various locations as indicated in the Project Drawings.

Construction Fencing

Payment for the installation of temporary construction fencing will be made at the lump sum price bid therefore in the Bid Form. This item will include temporary fencing around protected vegetation which shall be furnished, maintained, and removed after construction by the contractor.

II. Unit Rate Prices

1. Site Clearing and Grubbing

Site clearing and grubbing work includes the clearing and removal of vegetative material (grass, shrubs, trees) within the disturbance limits of the project as shown on the Plans. Stockpiling, relocating, and disposal of vegetative material is incidental to this item. In no instance shall grubbed

material be placed as backfill for any structures or drainage improvements on the project. No trash or debris will be allowed in banks and must be removed from the project site.

2. Unclassified Excavation (Excavate, Fill, and Compact, and Stockpile)

Unclassified excavation includes excavation, filling, stockpiling, compaction and testing to construct channels, pipes, road grades. Unused material shall be transported and stockpiled where shown in Plans. It is intended that all material be stockpiled on site and no export of material will be required.

Payment is to be made for bank cubic yards at excavation neat line. No extra payment will be made for shrinking or swelling of material. No additional payment shall be made for excess excavation deeper or wider than specified on the Plans. Contractor quality control sampling and testing shall be provided per the Specifications and is incidental to this item.

Specific to the Madrid Arroyo and Cave Road work; the unclassified excavation item shall include the work as described below:

- | | |
|--|--|
| Main Arroyo: site improvements & earthwork | <ul style="list-style-type: none">• Earthwork: cut & fill with site soils to complete rough grading plan, including removal of cobble size rock• Earthwork: load and haul excess soil to soil disposal area, place, grade compact at new location |
| Main Arroyo: roads and drainage | <ul style="list-style-type: none">• Large drainage channel excavation, backfill & subgrade preparation• Small drainage channel excavation, backfill & subgrade preparation• Large cross road swale excavation, backfill & subgrade preparation |
| Cave Road crossing and adjacent areas | <ul style="list-style-type: none">• Excavation and compacted backfill for various structures |
| Restoration work in NE Arroyo channel | <ul style="list-style-type: none">• Soil fill, grading and compaction in existing arroyo channel• Excavation, backfill & grading around arroyo rundown structure |
| Restoration work in Soil Disposal area | <ul style="list-style-type: none">• Soil grading on old coal waste piles, cut & fill, per phase 1 grading plan• Place excess soil from arroyo as shown in Phase 2 grading plan, shape & compact• Place soil waste from arroyo on top of coal waste piles, 2 ft thick, finish grade |

3. Subgrade Preparation for Engineered Fill, Concrete Structures, and Riprap

Subgrade preparation includes providing all equipment, labor and materials for compacting, finishing and density testing of the prepared subgrade under concrete structures, road surfacing, channels, and all other areas show on the Plans. Work shall be performed in accordance with the Specifications.

4. Borrow

Borrow includes furnishing and placing soil from outside the project limits that is needed to balance fill that cannot be obtained from unclassified excavation

Payment is to be made for bank cubic yards at excavation neat line. No extra payment will be made for shrinking or swelling of material. No additional payment shall be made for excess excavation deeper or wider than specified on the Plans. Contractor quality control sampling and testing shall be provided per the Specifications and is incidental to this item.

5. Reinforced Structural Concrete for Minor Structures

This item includes the placement of reinforced structural concrete work as shown on the Plans for curbs, gutters, dip sections/low water crossings, pipe headwalls, and drop inlets. Work shall be completed according to the Specifications.

Formwork, reinforcing steel and chairs are incidental to this item. Contractor Quality Control (QC) sampling and testing shall be provided per the Specifications and is incidental to this item. Placement of excess concrete caused by over-excavation for structures or placement of concrete in forms wider than specified in Plans will not be paid for.

6. Structural Concrete (4,000 PSI, Class AA)

This item includes the placement of reinforced structural concrete work as shown on the Plans and specifically for the Madrid Arroyo and Cave Road work. It includes box culverts, wing walls, weir walls, pedestrian bridge abutments, and concrete aprons. Work shall be completed according to the Specifications.

Earthwork, formwork, reinforcing steel, and chairs are incidental to this item. Incidental earthwork includes excavation, trench safety per OSHA regulations, backfill and compaction. Contractor Quality Control (QC) sampling and testing shall be provided per the Standard Specifications and is also incidental to this item. Excess concrete caused by over-excavation for structures, or placement of concrete in forms wider than specified in Plans is not paid for.

7. Riprap

Riprap includes all equipment, labor and materials necessary to machine or hand place NMDOT Type A, B, C, E, and F classifications. Grout for riprap Type E and F is incidental to the riprap item. Work shall be completed according to the Specifications.

8. Geotextile Fabric

This item includes all equipment, labor and materials necessary to install geotextile fabric as shown on the Plans. Work shall be completed according to the Specifications.

9. Waterline and Appurtenance Replacements

These items include waterlines, valves, fire hydrants as shown on the Plans. Fittings, valve boxes, tapping saddles, thrust blocks, and mechanical joints are incidental to the respective bid item.

Fire hydrants include furnishing and installation of a fire hydrant including excavation, backfilling, compaction, gravel drain sump, pipe, fittings and mechanical restraining system or blocking. All materials and work shall be provided in accordance with NM APWA Section 801 to provide a complete and operable unit.

10. Seeding and Vegetation Replacement

Reference the Revegetation Plan for specific requirements. The unit of measurement for payment for seeding will be by the acre that is revegetated, as measured in the field to the nearest 0.1 acre, parallel to the revegetated surface using methods acceptable to the Design Engineer and dictated by the Revegetation Plan. Payment for revegetation will be made at the unit price of the Contractor's bid on the Bid Form. This price shall include 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 restored. 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, 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 Design 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 Design 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 Design 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 Design Engineer allows additional time to ascertain more accurate data. The Design 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 Design Engineer will send the Contractor Notices to Proceed, Change Orders, other contract documents, and approvals on Applications for Payment. The Project Manager or Design 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 Design Engineer. The Contractor shall report to the Design 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 - A 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
CO	carbon monoxide
CO ₂	carbon dioxide
CPR	cardiopulmonary resuscitation
CRSI	Concrete Reinforcing Steel Institute
EMNRD	Energy, Minerals, and Natural Resources Department (state)
H ₂ S	hydrogen sulfide
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

PUF	polyurethane foam
SAE	Society of Automotive Engineers
SDS	safety data sheet
USFWS	United States Fish and Wildlife Service

01094 – DEFINITIONS

The following is a definition of the terms that may be used in the contract documents (source: A Dictionary of Mining, Mineral, and Related Terms, Paul W. Thrush, Bureau of Mines, Department of the Interior, Washington, D.C., 1968):

1. adit A horizontal or nearly horizontal passage driven from the surface for the working or dewatering of a mine.
2. back The roof or upper part in any underground mining cavity.
3. cribbing The close setting of timber supports when shaft sinking through loose ground.
4. collar Timbering or concrete around the mouth or top of a shaft; the junction of a mine shaft and the surface.
5. decline See “incline”.
6. drift A horizontal passage underground.
7. entry A haulage road, gangway, or airway to the surface.
8. gob pile A pile of heap mine refuse on the surface.
9. incline A shaft not vertical; usually on the dip of a vein.
10. lagging Planks, slabs, or small timbers placed over the caps or behind the posts of the timbering, not to carry the main weight, but to form a ceiling or a wall, preventing fragments or rock from falling through.
11. lining The brick, concrete, cast iron, or steel casing placed around a tunnel or shaft as a support.
12. loading chute A three-sided tray for loading or for transfer of material from one transport unit to another.
13. portal Any entrance to a mine.
14. red dog Material of a reddish color resulting from the combustion of shale and other mine waste dumps on the surface.
15. shaft An excavation of limited area compared with its depth, made for finding or mining ore or coal, raising water, ore, rock, or coal, hoisting and lowering personnel and material, or ventilating underground workings.
16. spoil The overburden or on-ore material removed in gaining access to the ore or mineral material in surface mining.
17. stope An excavation in which ore has been excavated in a series of steps.
18. stull A timber prop set between the walls of a stope, or supporting the mine roof.
19. subsidence A sinking down of a part of the earth's crust.

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|------------|---|
| 20. talus | A heap of coarse rock waste at the foot of a cliff. |
| 21. tippel | Originally the place where the mine cars were tipped and emptied of their ore, and still used in that sense, although now more generally applied to the surface structures of a mine, including the preparation plant and loading tracks. |
| 22. winze | Interior mine shaft. |

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 AREAS PROCEDURES

This project requires construction work around and over hazardous and unprotected mine shafts, adits, and other openings which may be open to the surface or hidden from view by vegetation, trash, debris, or thin and unstable layers of surface materials or rock. The Contractor shall be responsible for thoroughly investigating the site conditions and scheduling equipment, equipment operations, personnel, and safety procedures to prevent accidents and injuries. The Contractor is fully responsible for thoroughly investigating the site conditions and scheduling equipment, equipment operations, personnel, and safety procedures to prevent accidents and injuries. The Contractor shall follow appropriate procedures in accordance with OSHA regulations. The Contractor shall designate a site safety officer for each shift. The site safety officer shall be present on-site while work is performed. The site safety officer shall be CPR/First Aid trained and certified and shall conduct daily safety tailgate meetings at the start of each shift. Safety incidents shall be reported to the Project Manager as soon as is practicable.

The Contractor is fully responsible for construction safety and shall keep the Project Manager informed of hazardous area safety procedures. Following is a discussion of some common abandoned mine hazards and appropriate procedures to be followed:

I. Bad Air

Miners use the term "bad air" to describe an atmosphere that will not support life. Burning coal and/or poor air circulation in some mine openings can allow carbon dioxide (CO₂), carbon monoxide (CO), methane, hydrogen sulfide (H₂S), or radon gas to accumulate. These gases are treacherous and even experienced miners have been killed or harmed by entering areas containing them. Carbon monoxide cannot be readily detected and is lethal in very small amounts. The Contractor shall not allow entry of personnel into any mine opening and shall be responsible for monitoring air quality around mine openings and in open excavations.

II. Adit Cave-ins

Cave-ins are a danger in any abandoned mine area. Disturbances such as vibrations caused by walking, speaking, blasting, hammering, percussion drilling, or construction equipment may cause a cave-in inside an inactive mine. The Contractor shall follow appropriate adit cave-in protection procedures, including

scaling and barring of loose rock before beginning work in an area, shoring of decayed or weak timber framing, and shoring, jacking, or rock bolting of materials in the back (roof) and sides of the adit entrance.

III. Collar Cave-ins

The collar or top of a shaft, stope or subsidence often contains decomposed rock, decayed timbers, and other conditions that allow for rapid disintegration at the opening. With the additional weight and vibration of construction machinery, workers, and backfilling operations near the mine opening, the area around the collar can slide into the opening, along with nearby machinery and workers. Backfilling operations can tear loose cribbing or lining in a shaft leading to collapse at the collar. The Contractor shall follow appropriate collar cave-in protection procedures.

IV. Falling

Because a shaft or stope has little light, the feeling of height and normal reaction to "pull back" is not evident to most persons. Many abandoned mine shafts, stopes, and winzes are deep enough to ensure that anyone falling into them are badly injured or killed. Rescue operations of a fallen person can also be extremely hazardous.

The Contractor shall follow appropriate hazardous fall protection procedures. This includes proper lighting, barricades, fences, personal fall arrest systems, guardrails, covers, safety net systems, safety monitoring systems, and other protection as suitable for the conditions. Fall protection shall be in accordance with OSHA regulations regarding construction fall protection (OSHA 29 C.F.R. Subpart M). These regulations establish a six-foot threshold for the height at which fall protection is required, require employers to provide training for each employee who might be exposed to a fall hazard, and prohibit the use of body belts for fall protection and the use of non-locking snap hooks.

The Contractor is responsible for ensuring adequate fall protection and tie/off points are maintained at mine features that are not accessible by heavy equipment. Details should be included in the Contractor's health and safety plan.

V. Loose Rock

A mine shaft or open stope will weather in much the same way as a cliff. Loose rocks are always found above and behind timbers or on the walls. A small rock that falls a sufficient distance can penetrate a person's skull. The Contractor shall follow appropriate hazardous loose rock protection procedures, including scaling of loose rock, construction of shields, and wearing of head protection.

VI. Subsidence

The edges of subsidence features (sinkholes, ground cracks, ground holes) contain loose soil and/or fractured and weathered rock that can quickly give way. With the additional weight and vibration of construction machinery and workers the area around the features may become unstable and present a hazard. The Contractor shall determine a safe minimum set-back distance between equipment/personnel and subsidence features. This distance shall be communicated to all personnel on-site and shall be strictly enforced by the Contractor. No workers or personnel shall enter subsidence features. All work shall be performed from above subsidence features, and the Contractor shall follow appropriate cave-in protection 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 Design 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, Plans, 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 Design 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 Design 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, SDS, and communication information and procedures.

At a minimum, the HASP must address following hazards and safety concerns that are likely to present themselves during the course of Project completion. When developing the HASP, please list specific types of equipment to be provided by CONTRACTOR, including subcontractor(s), in order to address the safety concern, or specifically state the actions to be taken by CONTRACTOR, including crew and subcontractor(s) order to address the safety concern.

1. Driver safety (use of seat belts, observation of speed limits, securing tools and materials, vehicle maintenance).
2. Use of personal safety equipment on the job site (Hard hats, hard toe foot wear, work gloves, safety glasses, hearing protection).
3. Provision of first aid kit for each work crew.
4. Fuel storage.
5. Methods of safely transporting and securing welding tanks, equipment and supplies.
6. Fire prevention and safety.
7. Air Quality monitoring.
8. Fall prevention for all work conducted where a fall hazard exists.
9. Evaluation and prevention of overhead material falling into the work place.
10. Daily safety meetings.
11. OSHA compliance/training, certificates required at mobilization.

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 Manager 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 Manager 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 Design Engineer's review; shorter periods for Design Engineer's review will not be acceptable. The Contractor shall allow acceptable time for the entire review process including transmittal, initial Design 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 Design 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 Design 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 Design 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 Design Engineer's review of submittals will not entitle the Contractor to an extension of Contract Time unless authorized by Change Order.

The Design 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 Design 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 Design 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 Design 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 Design 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 Design 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 Design 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 Design 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.

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. This movement of equipment shall be at the Contractor's expense and should be covered under Mobilization on the Bid Form.

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, PLANT AND WILDLIFE 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.

II. Wildlife Protection

All area wildlife, including owls, that may use the mine features are protected, and this safeguard project shall not adversely affect them. To comply with wildlife restrictions, construction is limited to certain periods of the year. Should construction activities take place during the migratory bird nesting season (February 15 - September 15), a pre-construction nesting bird survey will be completed by the AML Program or representatives of the AML Program to locate any active nest that would need to be avoided. This survey should be conducted no more than 10 days prior to the start of construction. If occupied nests are found, they must be avoided until the young have fledged to comply with the requirements of the MBTA. Shooting at and chasing wildlife is prohibited.

At or before the preconstruction conference, the Contractor shall submit a construction schedule, which includes anticipated dates of closure of specified mine features, in accordance with Section 01310. Based on this schedule the AML biological staff will give authorization to proceed on closure of the mine features that require netting, tarping, or smoke bombing to exclude animals before closure. It is solely the Contractor's responsibility to obtain this authorization. Normally a minimum of one week written notice of the dates of closure is needed from the Contractor to the AML biological staff. After approval of the schedule, any need for changes shall be coordinated with the AML biological staff a minimum of 48 hours before closure of the features. The Contractor's failure to follow this procedure may result in stoppage of the construction activity at the Contractor's expense until the biological staff can reschedule netting and tarping of the specified features.

The Contractor shall aid AML staff in using smoke bombs to expel remaining animals before backfilling or closing a mine feature, in covering the entrances of designated mine features with tarps or other barricades after the animals have exited and in removing the barricades following closure. The Contractor shall provide sufficient numbers and sizes of tarps, polyethylene sheets or other satisfactory covers for this purpose.

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 (gates, adit closures, vents, etc.) 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 open excavations and 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. Vegetation and topsoil shall be stripped and stockpiled before blading or grading previously undisturbed areas 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. 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. 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. Securing of unused materials and equipment.
4. Cordon off active work areas using temporary chain link fencing or construction safety fencing at a minimum.

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 roadway 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 Nos. 1-1, 2-1 & 3-1, Mobilization, on the Bid Form.

Sample of Sign:

[PROJECT TITLE]	
[Nearest Municipality], [County], New Mexico	
PROJECT NO. EMNRD-MMD-####-##	
PLEASE PARDON THE INCONVENIENCE WE ARE PERFORMING MINE RECLAMATION SERVICES PLEASE AVOID AREAS IMPACTED BY WORK ACTIVITIES	
WORK AUTHORIZED BY: ABANDONED MINE LAND (AML) PROGRAM, MINING AND MINERALS DIVISION ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT STATE OF NEW MEXICO	
AML PROJECT MANAGER: ##### CONTACT NUMBER: (505) ###-####	CONTRACTOR: ##### CONTACT NUMBER: (###) ###-####

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 Design Engineer.

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 Design 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 roadway 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