



PURCHASING DIVISION (GSD)

BIDDER:

Name:

Address:

Phone:

E-mail:

PROJECT:

YANKEE CANYON COUNTY ROAD
A-25 SUBSIDENCE MITIGATION
PROJECT, COLFAX COUNTY, NEW
MEXICO PROJECT NO.: EMNRD-
MMD-2025-04

ARCHITECT/ENGINEER OF RECORD

Cameron Twing, P.E.
Telephone: (307) 745-7474
Email: ctwing@trihydro.com

OWNER/POINT OF CONTACT:

Abandoned Mine Land Program
Mining and Minerals Division
State of New Mexico, Energy, Minerals and
Natural Resources Department
1220 S. St. Francis Drive
Santa Fe, New Mexico 87505
Telephone: (505) 479-2698

INVITATION TO BID CONSTRUCTION CONTRACT

BID NUMBER: 51-52100-25-06154

Sealed bid opening FORMAL
NM STATE PURCHASING DIVISION

**BID DUE DATE: November 3, 2025
AND TIME of 2:00 PM**

Procurement Officer: **Karen Wisdom**
Contact Number: karen.wisdom@gsd.nm.gov or
505-500-9912

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.sciquest.com/apps/Router/SupplierLogin?Cust
Org=StateOfNewMexico](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfNewMexico)

Bids must be submitted electronically, via eProNM only. Please see Bid Submission Instructions on page 2.

To join formal sealed Bid Opening via Teams, use the following link:

[https://teams.microsoft.com/l/meetup-
join/19%3ameeting_NDBmNmQzMDUtNzNjYi00YzUyLTkyOGEtMTE5ZDZiMGRhOGE2%40thread.v2/0?context=%7b
%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2217362856-1f15-4445-851c-
d0a4af6e7161%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDBmNmQzMDUtNzNjYi00YzUyLTkyOGEtMTE5ZDZiMGRhOGE2%40thread.v2/0?context=%7b%22Tid%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22Oid%22%3a%2217362856-1f15-4445-851c-d0a4af6e7161%22%7d)

To attend formal sealed Bid Opening in person, attend at the following location:

**State Purchasing Division
1100 St. Francis Drive, 2nd Floor, Room 2004
Santa Fe, New Mexico**

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact State Purchasing (505) 827-0472 at least five (5) working days prior to the scheduled bid opening.

The Terms and Conditions shall not be modified or supplemented.
Additional/Alternate terms and conditions will not be accepted.

Bids must be submitted electronically, via eProNM only. Please see Bid Submission Instructions on page 2. Bids sent via email will not be accepted

A business eligible for a New Mexico/Native American Resident Preference (Preference) must obtain a Preference certificate from the NM Taxation & Revenue Department. For the appropriate Preference to be applied to this solicitation, the expenditure for this solicitation cannot involve federal funds, and Bidder must submit a copy of its Preference certificate along with its response to the solicitation. Applicable Preferences will be applied to monetary values only, in accordance with §13-1-21 NMSA 1978, not percentage discounts or other non-monetary values. Additionally, only one submitted Preference will be applied per solicitation, not multiple. Applications are available for download at:
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

This project is federally funded- no preferences will be applied.
No Mandatory Pre-Bid Meeting will be held.

Technical Online Bidding Questions:

(505) 795-1894 or (800) 233-1121 or you can contact the buyer listed on the ITB front page.

Bidder Instructions for Invitation to Bid (ITB)

Viewing ITB:

1. 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>

Submitting Bids:

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

- Electronic submissions through eProNM at the following site:
<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>
- Bids **WILL NOT** be accepted via email
- Bids will be time-stamped in the system when Bidder clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed bids in accordance with statute.
- If an amendment is processed after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted. Note: It is the responsibility of the Bidder to ensure bids are correct and accurate before submission. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.
- Complete bid documents as required by the ITB Specifications, and submit any required documentation, supporting materials, certificates, etc. in addition to the bid documents.

It is the Bidder’s responsibility to ensure all documents are completely uploaded and submitted electronically via the ePro system by the deadline set forth in this ITB. The ePro system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the ePro system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the ePro system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

In accordance with statute and rule, NO LATE BID CAN BE ACCEPTED.

Public Bid Opening:

Sealed bids will be opened publicly online via Microsoft Teams and in person at the address on Page 1.

To join Bid Opening from your computer, tablet or smartphone.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2IyZTlhMjEtYWZlYS00Nzc4LThjOWQzMGI3MWQxMWNIMzhk%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

Meeting ID: 210 089 867 732

Passcode: 4W2kXN

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 505-312-4308,45609571#](#) United States, Albuquerque

Phone Conference ID: 456 095 71#

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."

INVITATION TO BID

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

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

Braden Belliveau

New Mexico Abandoned Mine Land Program

Telephone: (505) 479.2698

braden.belliveau@emnrn.dnm.gov

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

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

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

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

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. No Bidder may withdraw his bid for **120 DAYS** after the actual date of the opening thereof.

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

Terms and Conditions

1.0 DEFINITIONS AND TERMS

1.1 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

- A. **ADDENDUM/(AMENDMENT):** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
- B. **ALTERNATE BID:** Amount stated in the Bid as the sum to be added from the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
- C. **BASE BID:** Amount stated in the Bid as the sum for which the Bidder offers to perform the work, excluding alternate Bids.
- D. **BID:** The offer of the bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.
- E. **BID LOT:** A major item of work for which a separate quotation or proposal is requested.
- F. **BIDDER:** One who submits a Bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
- G. **BIDDING DOCUMENTS:** The Bidding Requirements and the Contract Documents.
- H. **BID FORM:** A form which shall include space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
- I. **BIDDING REQUIREMENTS:** Notice of Invitation to Bid, Prebid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
- J. **INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.
- K. **RESPONSIBLE BIDDER:** A Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.
- L. **RESPONSIVE BID:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
- M. **SUCCESSFUL BIDDER:** The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

2.0 EXAMINATION OF BIDDING DOCUMENTS AND SITE

2.1 Before submitting a Bid, each Bidder must:

- A. Examine the Bidding Documents thoroughly.
- B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance.

- C. Familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and
- D. Study and carefully correlate the Bidder's observations with the Bidding Documents.

2.2 The Owner will provide each Bidder access to the site during the mandatory pre-bid meeting to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

2.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by the Contractor in performing the work are identified in the Bidding Documents.

2.4 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.0 BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the Architect/Engineer (unless another issuing office is designated in the Invitation for Bid). The deposit will be refunded to Bidders who submit a bona-fide bid and return the bidding Documents in good and complete condition within fifteen (15) calendar days after opening of Bids.

3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner and the Architect/Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3.2 INTERPRETATIONS

3.2.1 All questions about the meaning or intent of the Bidding Documents shall be submitted to the ePro NM.com website in writing. Replies will be issued through the ePro NM Website Question and Answer Board. Questions received less than ten (10) days prior to the date for opening of Bids will not be answered. Only questions answered by the ePro NM Website Question and Answer Board will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.2.2 Bidders and Subcontractors shall promptly notify the SPD Buyer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.3 SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the contractor if acceptable to the Architect/Engineer, application for such acceptance will not be considered by the Architect/Engineer unless submitted to the Architect/Engineer at least ten (10) days prior to the date for opening Bids which in turn must be approved by the State Purchasing Agent. 13-1-165. Brand-name specification; use. A brand-name specification may be used only when the state purchasing agent or a central purchasing office makes a determination that only the identified brand-name item or items will satisfy the needs of the state agency or a local public body.

Any allowance of substitutions will be published to all prospective Bidders via addendum. The procedure for submittal of any such application by the Contractor and consideration by the Architect/Engineer is set forth in the Contract Documents.

3.4 ADDENDA (AMENDMENT)

3.4.1 Addenda/amendment will be issued by NM State Purchasing on their webpage.

3.4.2 Copies of Addenda/Amendment will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Addenda/Amendment will be issued no later than four (4) days prior to the date for receipt of Bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of Bids.

4.0 BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineation, alteration, or erasure must be initialed by the signer of the bid.

4.1.5 All requested Additive or Deductive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where there are two or more major items of work (identified as "Bid Lots") for which separate quotations are requested, the Bidder may, at his discretion, submit quotations for any or all items, unless otherwise specified. Additionally, the Bidder may submit a lump sum price for all lots for which the Bidder has submitted separate quotations.

4.1.7 Each copy of the bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the State of incorporation and have the applicable New Mexico Certificate of Incorporation number or Certificate of Authority number. The Bid shall include the current contractor's license number and type, and the current Contractor's preference number. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

4.1.9 The address to which communications regarding the Bid are to be directed must be shown.

4.1.10 The Project Name and Number, as well as State Purchasing's Invitation to Bid Number, shall be clearly shown on the outside of the envelope in which the Bid is submitted.

4.2 BID SECURITY (BID BOND)

4.2.1 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.

4.2.2 The bid security shall be in the amount of five percent (5%) of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a Contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either:

- A. The Contract has been executed and bonds have been furnished,
- B. The specified time has elapsed so that Bids may be withdrawn, or
- C. All Bids have been rejected.

4.2.4 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (13-1-147A, NMSA 1978).

4.2.5 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (13-1-147B, NMSA 1978).

4.2.6 The Owner may reduce bid security requirements authorized by the Procurement Code (13-1-28 to 13-1-199, NMSA 1978) to encourage procurement from small businesses. Reduction, if any, and the manner thereof will be stipulated in Paragraph 7. Reduction of the amount of bid security, if any, shall in no way reduce requirements for Performance, Payment, or other Bonds referenced in the Bidding Documents.

4.3 PREBID MEETING

4.3.1 The Architect/Engineer of Record will conduct a Pre-bid Conference prior to the bid opening date stated in the Invitation to Bid.

4.3.2 The Architect/Engineer of Record and his consultants, as applicable, shall be represented. Prospective Bidders, Prospective Subcontractors, and Prospective Vendors/Suppliers are required to attend and should be prepared to ask questions regarding substitutions. The failure of Subcontractor or Vendor to attend shall be interpreted to mean that a bid from the vendor will not be accepted.

4.3.3 Questions and requests for clarification are to be presented in written form. Responses will be written and issued as Addenda. No verbal response shall be binding.

4.4 RESIDENT CONTRACTOR AND RESIDENT VETERAN CONTRACTOR'S PREFERENCE AND NATIVE AMERICAN PREFERENCE

4.4.1 When Bids are received from nonresident contractors and resident contractors and the lowest responsible Bid is from a nonresident contractor, the contract shall be awarded to the resident contractor whose Bid is nearest to the bid price of the otherwise low nonresident contractor if the Bid price of the resident contractor is made lower than the Bid price of the nonresident contractor when multiplied by a factor of ninety-five one-hundredths.

4.4.2 No contractor shall be treated as a resident contractor in the awarding of public works contracts by the Owner unless the contractor has attached to the bid package a valid Certificate proving that the contractor and/or business is qualified with the State Tax and Revenue Department as a resident contractor or business pursuant to NMSA 13-1-21. The procedure for application and certification can be found at the State Taxation and Revenue website www.tax.newmexico.gov.

4.4.3 For all Resident Preference the certification Form from TRD **must** accompany the ITB Bid Form. The procedure for application and certification can be found at the State Taxation and Revenue website www.tax.newmexico.gov. Additionally, the Resident Veteran's Preference Certification **must** accompany the Bid form. It will be used to determine the preference percentage that is applied to the Base Bid. The Resident Veteran Preference and the Resident Preference AND Native American Resident Preference will not be a combined percentage. The higher of the two will be applied for evaluation purposes only.

4.5 **NOT USED**

4.6 SUBCONTRACTORS

4.6.1 The bidder shall list the Subcontractors he proposes to use for all trades or items on the Subcontractor Listing Form attached to the Bidding Documents. Pursuant to Chapter 18, Laws of 1988, 2nd Session; as follows:

AN ACT

RELATING TO CONSTRUCTION INDUSTRIES; ENACTING THE SUBCONTRACTOR FAIR PRACTICES ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

13-4-31. Short title.

Sections 1 through 12 [[13-4-31](#) to [13-4-42](#) NMSA 1978] of this act may be cited as the "Subcontractors Fair Practices Act".

History: Laws 1988, ch. 18, § 1.

A. ANNOTATIONS

Meaning of "this act". — The term "this act" refers to Laws 1988, Chapter 18, §§ 1 to 12 of which appears as [13-4-31](#) to [13-4-42](#) NMSA 1978. Section 13 of Laws 1988, Chapter 18 appears as [13-4-43](#) NMSA 1978.

13-4-32. Legislative findings.

The legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration and repair of public works projects often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among contractors and subcontractors and lead to insolvencies and loss of wages to employees.

History: Laws 1988, ch. 18, § 2.

13-4-33. Definitions.

As used in the Subcontractors Fair Practices Act [[13-4-31](#) to [13-4-42](#) NMSA 1978]:

A. "contractor" means the prime contractor on a public works construction project who contracts directly with the using agency;

B. "subcontractor" means a contractor who contracts directly with the contractor;

C. "listing threshold" means the dollar amount, stipulated in the bidding documents, above which subcontractors must be listed;

D. "notice" means information, advice or a written warning intended to apprise a contractor, subcontractor or using agency of some proceeding in which the contractor's, subcontractor's or using agency's interests are involved or to inform him of some fact that is his right to know. Notice may be sent to a contractor, subcontractor or using agency by certified or registered mail and shall be deemed to be completed upon date of mailing; and

E. "using agency" means any state agency or local public body requiring services or construction.

History: Laws 1988, ch. 18, § 3; [1995, ch. 82, § 2](#).

B. ANNOTATIONS

The 1995 amendment, effective June 16, 1995, in Subsection D, substituted "subcontractor or using agency" for "or subcontractor" twice, substituted "the contractor's, subcontractor's or using agency's" for "his", and substituted "that" for "which".

13-4-34. Listing of subcontractors; requirements.

A. Any using agency taking bids for any public works construction project shall provide in the bidding documents prepared for that project a listing threshold which shall be five thousand dollars (\$5,000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, not including alternates, whichever is greater. If the bidding documents do not include a listing threshold, then the using agency shall supply the listing threshold. If the listing threshold has not been included, the bid opening shall be postponed until the using agency has complied with this section. Any contractor or subcontractor interested in bidding may apply to the district court in the county in which the project will be located for an injunction preventing the bid opening until the using agency has complied with this section. Any person submitting a bid shall in his bid set forth:

(1) the name and the city or county 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 in an amount in excess of the listing threshold; and

(2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

B. A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a nonresponsive bid which shall not be accepted by a using agency.

History: Laws 1988, ch. 18, § 4; 1989, ch. 296, § 1; [1995, ch. 82, § 3](#).

C. ANNOTATIONS

The 1995 amendment, effective June 16, 1995, in Subsection A, inserted "not including alternates", added the second through fourth sentences, substituted in Paragraph A(1) "the city or county" for "location", and in Paragraph A(2) substituted "category" for "nature" and "that" for "which"; and in Subsection B, substituted "a contractor who" for "any person which".

Separate categories of work in one bid request. — Although there was only one invitation for bids, since it requested two distinct bids covering a single bid lot and a combination of that bid lot with another, the contractor should have listed the subcontractor who would perform each category of work. *Dynacon, Inc. v. D & S Contracting*, [1995-NMCA-071](#), [120 N.M. 170](#), [899 P.2d 613](#).

Written contract not required for listing as subcontractor. — The absence of a written contract between a general contractor and subcontractor at the time the general contractor submitted its bid did not mean that the general contractor was not obligated to list the subcontractor in the bid. *Romero Excavation & Trucking, Inc. v. Bradley Constr., Inc.*, [1996-NMSC-010](#), [121 N.M. 471](#), [913 P.2d 659](#).

13-4-35. Exemption.

With the exclusion of that portion of work covering street lighting and traffic signals, the Subcontractors Fair Practices Act [[13-4-31](#) to [13-4-42](#) NMSA 1978] shall not apply to contracts for the construction, improvement or repair of streets or highways, including bridges, underground utilities within easements including but not limited to water lines, sewer lines and storm sewer lines.

History: Laws 1988, ch. 18, § 5.

13-4-35.1. Application of act.

The Subcontractors Fair Practices Act [[13-4-31](#) to [13-4-42](#) NMSA 1978] shall not apply to any transaction occurring after the contractor and the listed subcontractor have executed a subcontract unless subsequent action on the subcontract relates to subcontractor listing requirements.

History: [Laws 1995, ch. 82, § 1.](#)

13-4-36. Substitution of subcontractor.

A. No contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the using agency shall consent to the substitution of another person as a subcontractor in the following circumstances:

- (1) when the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project involved and the terms of such subcontractor's written bid, is presented to him by the contractor;
- (2) when the subcontractor listed in the original bid becomes bankrupt or insolvent prior to execution of a subcontract;
- (3) when the using agency refuses to approve the subcontractor listed in the original bid, provided such approval has been reserved in the bidding documents;
- (4) when the subcontractor listed in the original bid fails or refuses to perform his subcontract;
- (5) when the contractor demonstrates to the using agency or its duly authorized officer that the name of the subcontractor was listed as the result of an inadvertent clerical error;
- (6) when a bid alternate accepted by the using agency causes the listed subcontractor's bid not to be low;
- (7) when the contractor can substantiate to the using agency that a listed subcontractor's bid is incomplete;
- (8) when the listed subcontractor fails or refuses to meet the bond requirements of the contractor;
- (9) when it is determined that the listed subcontractor does not have a proper license to perform the work and the contractor has submitted the name of the subcontractor along with proof that the subcontractor bid work for which he was not licensed by the construction industries division of the regulation and licensing department; or

(10) when it is determined by the using agency, the prime contractor or the director of the labor and industrial division of the labor department that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

B. Prior to approval of the contractor's request for substitution of a subcontractor, the using agency shall give notice in writing to the listed subcontractor of the contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the using agency. Failure to file written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the using agency shall give at least five working days notice in writing to the listed subcontractor of a hearing by the using agency on the contractor's request for substitution.

C. No contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the using agency.

D. No contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a subcontractor unless:

(1) the contractor fails to receive a bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall designate on the listing form that no bid was received; or

(2) the contractor fails to receive more than one bid for a category of work. Under such circumstances, the contractor may subcontract. The contractor shall state on the listing form that only one subcontractor's bid was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

History: Laws 1988, ch. 18, § 6; [1995, ch. 82, § 4](#); [2005, ch. 98, § 3](#).

D. ANNOTATIONS

The 2005 amendment, effective June 17, 2005, added Subsection A(10) to permit the using agency to consent to the substitution of a subcontractor when it is determined that a listed subcontractor is not a registered subcontractor on the date bids are unconditionally accepted for consideration.

The 1995 amendment, effective June 16, 1995, in Paragraphs A(2) and A(4) substituted "subcontractor listed in the original bid" for "listed subcontractor", in Paragraph A(2) added "prior to execution of a subcontract", added Paragraph A(3), redesignated former Paragraphs A(3) to A(7) as paragraphs A(4) to A(8), in Paragraph A(6) substituted "listed" for "original low", added Paragraph A(9); in Subsection B inserted "of a subcontractor" in the first sentence; in Subsection D, inserted the Paragraph D(1) designation, added Paragraph D(2); and made minor stylistic changes throughout the section.

Bid alternates. — The provision of Subparagraph [Paragraph] A(6), concerning acceptance of a "bid alternate" by the using agency, did not apply to allow substitution of a listed contractor when the invitation for bids requested two distinct bids covering a single bid lot and a combination of that bid lot with another and the contractor was required to list the subcontractor who would perform each category of work. *Dynacon, Inc. v. D & S Contracting*, [1995-NMCA-071](#), [120 N.M. 170](#), [899 P.2d 613](#).

Contractor could not substitute itself for subcontractor. — Without proper approval by the using agency, a general contractor could not substitute itself for a listed contractor after the using agency had accepted the general contractor's bid. *Romero Excavation & Trucking, Inc. v. Bradley Constr., Inc.*, [1996-NMSC-010](#), [121 N.M. 471](#), [913 P.2d 659](#).

13-4-37. Bond requirements.

A. It is the responsibility of each subcontractor submitting a bid to a contractor to be prepared to submit a faithful performance and payment bond if so requested by the contractor.

B. In the event any subcontractor submitting a bid to a contractor does not, upon the request of the contractor and at the expense of the contractor at the established charge or premium therefor, furnish to the contractor a bond issued by a corporate surety authorized to do business in New Mexico in accordance with the New Mexico Insurance Code [Chapter 59A NMSA 1978] and listed in the United States treasury department circular 570 wherein the contractor is named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the contractor may reject the bid and make a substitution of another subcontractor subject to the provisions of Section [13-4-36](#) NMSA 1978. Such bond may be required at the expense of the subcontractor only if the contractor in his written or published request for subcontract bids:

- (1) specifies that the expense for the bond shall be borne by the subcontractor; and
- (2) clearly specifies the amount and requirements of the bond.

History: Laws 1988, ch. 18, § 7; [1995, ch. 82, § 5](#).

E. ANNOTATIONS

The 1995 amendment, effective June 16, 1995, in Subsection A, substituted "a bid" for "bids" and inserted "a" preceding "faithful"; in Subsection B, substituted "a corporate" for "an admitted", and inserted the language beginning "authorized" and ending "circular 570"; and made minor stylistic changes throughout the section.

Am. Jur. 2d, A.L.R. and C.J.S. references. — State or local government's liability to subcontractors, laborers, or materialmen for failure to require general contractor to post bond, 54 A.L.R.5th 649.

13-4-38. Failure to specify subcontractor.

If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [[13-4-31](#) to [13-4-42](#) NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section [13-4-41](#) NMSA 1978.

History: Laws 1988, ch. 18, § 8; [1995, ch. 82, § 6](#).

F. ANNOTATIONS

The 1995 amendment, effective June 16, 1995, in the first sentence, substituted "list" for "specify", inserted "and he does not state that no bid was received or that only one bid was received", inserted "of the work" following "portion" twice; and made minor stylistic changes throughout the section.

13-4-39. Inadvertent clerical error.

A. The contractor, as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor, shall, within four working days after the time of the prime bid opening by the using agency, give written notice to the using agency and to both the subcontractor he claims to have listed in error and the subcontractor who had bid to the contractor prior to bid opening.

B. Any listed subcontractor who has been notified by the contractor in accordance with the provisions of this section as to an inadvertent clerical error shall be allowed twelve working days from the time of the prime bid opening within which to submit to the using agency and to the contractor written objection to the contractor's claim

of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the twelve working days shall be primary evidence of his agreement that an inadvertent clerical error was made.

C. The using agency shall, in the absence of an objection to the contrary by the listed subcontractor in the original bid, consent to the substitution of the intended subcontractor if:

(1) the contractor, the listed subcontractor listed in error and the intended subcontractor each submit an affidavit to the using agency, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within twelve working days from the time of the prime bid opening; or

(2) affidavits are filed by both the contractor and the intended subcontractor within the specified time but the subcontractor whom the contractor claims to have listed in error does not submit, within twelve working days from the time of prime bid opening, to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error as provided in this section.

D. If affidavits are filed by both the contractor and the intended subcontractor but the listed subcontractor has, within twelve working days from the time of the prime bid opening, submitted to the using agency and to the contractor written objection to the contractor's claim of inadvertent clerical error, the using agency shall investigate the claims of the parties and hold a hearing to determine the validity of the claims, within thirty days after the receipt of the contractor's written objection. Any determination made shall be based on facts contained in the affidavits submitted by all three parties and supported by testimony under oath and subject to cross-examination. The using agency may, on its motion or that of any other party, admit testimony of other contractors, any bid registries or depositories or any other party in possession of facts that may have a bearing on the decision of the using agency.

History: Laws 1988, ch. 18, § 9; [1995, ch. 82, § 7](#).

G. ANNOTATIONS

The 1995 amendment, effective June 16, 1995, in Subsection A, substituted "four" for "two"; in Subsection B, substituted "twelve" for "six" two times; rewrote the beginning of Subsection C, in Paragraph C(1) inserted "listed" preceding the first "subcontractor" and substituted "twelve" for "eight", in Paragraph C(2) substituted "twelve" for "six" and inserted "from the time of prime bid opening"; in Subsection D, substituted "twelve" for "six", deleted "public" preceding "hearing", inserted "within thirty days after the receipt of the contractor's written objection"; and made minor stylistic changes throughout the section.

13-4-40. Emergency subcontracting.

Subcontracting any portion of the work in excess of the listing threshold as to which no subcontractor was designated in the original bid shall be permitted only in the case of public emergency or necessity and then only upon a written finding by the using agency setting forth the facts constituting the emergency or necessity.

History: Laws 1988, ch. 18, § 10.

13-4-41. Penalties.

A. When a contractor violates any provision of the Subcontractors Fair Practices Act [[13-4-31](#) to [13-4-42](#) NMSA 1978] except Section [13-4-34](#) NMSA 1978, the using agency shall:

(1) in the case of a contractor who substitutes another subcontractor in violation of Section [13-4-36](#) NMSA 1978, for the subcontractor originally included in the bid, assess the contractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor or the difference between the amount bid by the listed subcontractor and the amount bid by the substituted subcontractor;

(2) in the case of a contractor substituting a listed subcontractor for another subcontractor, and the substituted subcontractor knowingly participated in a violation of Section [13-4-36](#) NMSA 1978, assess the substituted subcontractor a penalty in an amount equal to the greater of ten percent of the amount bid by the listed subcontractor and the difference between the amount bid by the listed subcontractor and the substituted subcontractor; or

(3) in the case of a contractor who fails to list a subcontractor in excess of the listing threshold as defined in Section [13-4-38](#) NMSA 1978, assess the contractor a penalty of eight percent of the amount of the subcontract issued for the first violation and thirty percent of the amount of the subcontract issued for any violation thereafter, on any one project.

B. Penalties assessed pursuant to the provisions of this section shall be deposited into the fund from which the contract was awarded.

C. In a proceeding under this section, the contractor shall be entitled to a hearing after notice.

D. A violation of the provisions of the Subcontractors Fair Practices Act constitutes grounds for disciplinary action against a contractor or a subcontractor, pursuant to regulations of the construction industries division of the regulation and licensing department.

E. A contractor or a subcontractor who attempts to circumvent the provisions of the Subcontractors Fair Practices Act shall be subject to the penalties established pursuant to this section.

F. Any listed subcontractor removed in violation of the Subcontractors Fair Practices Act may bring an action in the district court for damages, injunctive or other relief.

History: Laws 1988, ch. 18, § 11; 1989, ch. 296, § 2; [1995, ch. 82, § 8](#).

4.7 SUBMISSION OF BIDS

4.7.1 Bids shall be submitted at the time and place indicated in the Invitation for Bid and may only be submitted electronically.

4.7.2 Bids received after the date and time for receipt of bids will be returned unopened.

4.7.3 The Bidder shall assume full responsibility for timely delivery of bids electronically.

4.7.4 Oral, hand-carried, carrier, telephonic, or telegraphic (faxed) bids are invalid and will not receive consideration.

4.8 CORRECTION OR WITHDRAWAL OF BIDS

4.8.1 A bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a bidder prior to the time set for Bid Opening by correcting the bid electronically.

4.8.2 Bid security, if required, shall be in an amount sufficient for the bid as modified or resubmitted in conformance with Section 4.2.

4.8.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents and performed electronically.

4.8.4 After Bid Opening, no modifications in bid prices or other provisions of bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid non-responsive may be permitted to withdraw his Bid if:

A. The mistake is clearly evident on the face of the Bid Document; or

B. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.

Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a written determination setting forth the grounds for the decision. If withdrawal is permitted, bid security will not be forfeited.

4.9 NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

4.9.1 In submitting this bid, the Bidder represents that he has familiarized himself with the nature and extent of the following requirements of the Conditions of the Construction Contract (General, Supplementary, and Other Conditions):

- A. Definitions - Pages 00700-6 and 00800-1;
- B. Bribes, Gratuities, and Kickbacks - Page 00800-10;
- C. Nonresident Contractor Requirements Regarding Gross Receipts Tax Surety Bond - Section 00800-10;
- D. Contractor's Gross Receipts Tax Registration - Pages 00800-10 and 00800-11;
- E. Contracts with Nonresident Persons or Partnerships or Unadmitted Foreign Corporations, Agent for Service - Page 00800-11 and 00800-12;
- F. Assignment of Antitrust Claims - Page 00800-11;
- G. Equal Employment Opportunity - Page 00800-9; and
- H. Others listed within the Contract Documents.

4.10 REJECTION OR CANCELLATION OF BIDS

An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefor shall be made part of the Project file (13-1-131, NMSA 1978). Bid security for rejected Bids shall be returned to the Bidder.

4.11 PROTESTS

4.11.1 Any bidder, offeror, or contractor who is aggrieved in connection with this procurement (Bid) may protest to the State Purchasing Agent and the Owner in accordance with the requirements of General Services Department Rule 93-601. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto, but in no case later than fifteen (15) calendar days after the facts or occurrences giving rise thereto (13-1-172, NMSA 1978).

4.11.2 In the event of a timely protest under Subparagraph 4.10.1 (13-1-172, NMSA 1978 of the Procurement Code), the State Purchasing Agent and the Owner shall not proceed further with the procurement unless the State Purchasing Agent or the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (13-1-173, NMSA 1978).

4.11.3 The State Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder, offeror or contractor concerning a procurement.

4.11.4 The State Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:

- A. State the reasons for the action taken; and
- B. Inform the Protestant of the right to judicial review of the determination pursuant to Section 13-1-183, NMSA 1978 of the Procurement Code (13-1-175, NMSA 1978).

4.11.5 A copy of the determination issued under Section 13-1-175, NMSA 1978 of the Procurement Code shall immediately be mailed to the Protestant and other bidders or offerors involved in the procurement (13-1-176, NMSA 1978).

5.0 CONSIDERATION OF BIDS

5.1 RECEIPT, OPENING, AND RECORDING

Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or bid items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (13-1-107, NMSA 1978).

5.2 BID EVALUATION AND AWARD

5.2.1 The Owner shall have the right to waive technical irregularities in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the services, construction, or items of tangible personal property bid (13-1-132, NMSA 1978).

5.2.2 It is the intent of the Owner to award a contract to the lowest responsible bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (13-1-133, NMSA 1978). See Section 6 as to Post-Bid Information that may be required of a Contractor as to qualifications.

5.2.3 If the Base Bid is within the amount of funds available to finance the construction, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund alternates, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates).

5.2.4 Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

5.2.5 Conditional Bids or Bids with additional terms will not be accepted.

5.3 NOTICE OF AWARD

A written Notice of Award shall be issued by the Owner after review and approval of the bid and related documents by the Owner with reasonable promptness (13-1-100 and 13-1-108, NMSA 1978).

5.4 CANCELLATION OF AWARD

When in the best interest of the public, the Owner may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the Owner.

6.0 POST-BID INFORMATION

6.1 SUBMITTALS TO ARCHITECT/ENGINEER

Within seven (7) days after an approved contract is issued, the following shall be submitted to the Architect/Engineer:

- A. The required bonds and Certificate of Insurance; and
- B. A brief resume of the Successful Bidder's Superintendent.

6.2 RETURN OF BID SECURITY

All Bid Security in the form of checks, except those of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained bid security of the unsuccessful of the two lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained bid security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the Contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the State Purchasing Agent after the Notice of Award is sent by the Owner.

6.3 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the Successful Bidder and returned within fifteen (15) calendar days after the date of the Notice of Award. If the Contract is not executed by the Owner within one hundred twenty (120) days following receipt from the Bidder of the signed Contract, the Bidder shall have the right to withdraw his proposal without penalty. No Contract shall be effective until it has been fully executed by all of the parties thereto.

6.4 NOTICE TO PROCEED

The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

6.5 FAILURE TO EXECUTE CONTRACT

Failure to return the signed Contract within fifteen (15) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the Bid Security, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

6.6 CONTRACTOR'S QUALIFICATIONS STATEMENT

Bidders to whom award of a contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents (13-1-82, NMSA 1978). See Section 00400 as to form of Statement of Bidder's Qualifications.

7.0 OTHER INSTRUCTIONS TO BIDDERS

The bid will be awarded on the base bid and the accepted alternates.

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

END OF INVITATION TO BID

SPECIFICATIONS

The Yankee Canyon County Road A-25 Subsidence Mitigation Project is located approximately 9 miles northeast of Raton in Colfax County, New Mexico. There are several small subsidence features found in the travelled way of County Road A-25 (A-25) and three known abandoned mine adits near A-25 (Sheet 3 and 4). The project area is undermined by the Turner-Urtado Mine and the Denton Mine. The Turner-Urtado Mine shows a portion of the mine workings below the subsidence features along A-25, and the Denton Mine workings explored through a known abandoned mine adit undermine A-25 (Sheet 3). A-25 is an unpaved road with steep grades and switchbacks. The road surface is exposed bedrock in some locations, and dirt with a gravel overlay in others. The site is steeply sloped and rocky with dense stands of scrub-oak, making access to areas adjacent to A-25 difficult. The project area (Sheet 2) is partially on private land and partially on State of New Mexico land.

See Additional specifications in 01010 Summary of Work.

Items' Submission Instructions:

***Submission process only* - Contact the help line directly at: (505) 795-1894, or (800) 233-1121 or you can contact the buyer listed on the ITB (this document) front page.**

Items are located on our website:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfNewMexico>

Bidder Name: Harrison Western Construction

Bidder Instructions: (Replaces Agency Instructions, prior to ITB release. Be sure to check row

Items - Bidders do not have the ability to add or delete Items.

Approx. Qty. - Quantities provided are estimates, only, and do not establish a definite quantity contract. Actual quantities purchased under a resulting agreement may vary. Bidders may not change the Approx. Qty.

UOM (Unit of Measure) - Bidders do not have the ability to change the UOM. Any variation from the UOM identified may

Article and Description - Bidder cannot change Article and Description. Any clarification, explanation, brand name identification, etc. must be provided in the Comments.

Unit Price - Bidders must provide pricing that conforms with the identified Unit Price.

Comments - Bidders may only provide comments to explain or clarify an Item, identify a brand name, or provide information as specifically stated in the corresponding ITB document. Changes and additions to the Items, including variations in pricing for an Item, are not permitted. Any comments that do not conform to the requirements in the ITB or on this form will be disregarded, and will not be included in the resulting award, if Bidder is awarded.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Bid Amount	Written Bid Amount in Dollars and Cents
1		LS - Lump Sum	Mobilization / Demobilization (Not to exceed 10% of Total Base Bid)	N/A	\$ 81,000.00	Eighty one thousand dollars and zero cents
2	210	LF - Linear Foot	Alluvial Drilling Drill through unconsolidated material and set temporary casing to prevent collapse.	\$ 57.00	\$ 11,970.00	Eleven thousand nine hundred seventy dollars and zero cents
3	2730	LF - Linear Foot	Rotary Drilling Drill through bedrock, void space and rubble.	\$ 57.00	\$ 155,610.00	One Hundred fifty five thousand, six hundred ten dollars and zero cents
4	1368	LF - Linear Foot	Grout Injection Pipe. Set and pull casing for grout injection.	\$ 25.00	\$ 34,200.00	Thirty Four Thousand two hundred Dollars and zero cents
5	19	Per Set Up	Pump Set Up. Set up equipment and monitoring for grout injection on a hole.	\$ 13,500.00	\$ 256,500.00	Two hundred fifty six thousand five hundred dollars and zero cents
6	460	CY - Cubic Yard	Pillar Support Group. Inject Grout.	\$ 380.00	\$ 174,800.00	One Hundred Seventy Four Thousand Eight Hundred Dollars and Zero Cents
7	42	Per Hole	Backfill and Surface Restorations. Backfill completed holes with grout and perform surface restorations.	\$ 1,750.00	\$ 73,500.00	Seventy Five Thousand Five Hundred Dollars and Zero Cent
8	10,890	Sq Ft	Hand Seeding and Mulching Prepare ground surface, seed, and mulch.	\$ 0.85	\$ 9,256.50	Nine Thousand Two Hundred Fifty Six Dollars and Fifty Cents
9	3	PER Instance	Road Repairs Repair road surface after heavy traffic with base course and compaction as necessary to facilitate access of concrete trucks.	\$ 8,000.00	\$ 24,000.00	Twenty Four Thousand Dollars
Total Base Bid* (sum of Bid Amounts for Bid Items 1-9)					\$ 820,836.50	Eight Hundred Sixty Three Thousand Three Hundred Ninty Eight Dollars
*The total bid amount shall exclude the applicable state gross receipts tax or applicable local option tax						
(Amounts above shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)						

End Bid Form

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I. 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

II. ATTACHMENTS

The following attachments are referenced in the text:

Attachment A:	Vendor Information Form
Attachment B:	Notice: Buy America Domestic Procurement Preference
	Notice: Davis-Bacon Wage Rate Requirements

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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 Contract Time for project completion shall be no later than ninety (90) 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 Attachment B), 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. Bid 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. References

A list of the Bidder's general background including relevant resources, capabilities, experience, and references with telephone numbers (Section 00420). Do not leave blanks.

V. Supplements

A complete listing of all subcontractors (Section 00430), if applicable, including for each subcontractor: the work to be performed; the subcontractor's name, address, telephone number, and New Mexico Contractor License Number, if applicable.

If for any reason this ITB requires further amendment, such amendments shall be published for all via addenda to the GSD website and the eProNM website under the procurement number. 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. 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 mandatory criteria include:

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

Due to the abbreviated bid period of ten (10) days from the release of this Invitation to Bid Construction Contract until the Bid Opening, there will be no amendments to this project manual.

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

VI. New Mexico Employees Health Insurance

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

- B. Bidder agrees to maintain a record of the number of employees who have:
- 1) accepted health insurance;
 - 2) declined health insurance due to other health insurance coverage already in place; or
 - 3) declined health insurance for other reasons.

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

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

VI. Use of Brand Name Specifications

Use of any brand name or equal 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 – Right to Inspect Plant

NMAC 13-1-159. Right to inspect plant.

A contract or a solicitation therefor may include a provision permitting a state agency or a local public body, at reasonable times, to inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded.

For this purpose, if EMNRD deems it appropriate, the Bidder shall permit representatives of EMNRD to inspect the Bidder’s equipment and facilities.

IV. Samples

Bid samples or descriptive literature should not be submitted unless expressly requested.

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

V. Cancellation

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

ATTACHMENT CHECKLIST

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

- A. Vendor Information (Attachment B)
- B. Schedule of Values (Section - 00300)
- C. Experience Summary (Section - 00420) **References provided**
- D. References List (Section - 00420) **with Project Experience**
- E. Equipment List (Section - 00450) **Summary**

- F. Bid Security Bond Form with Agent's Affidavit (Example in Section – 00410)
- G. Subcontractor & Department of Workforce Solutions, Industrial & Labor Division Listing Requirements (Section – 00020)
- H. List of Subcontractors (Section – 00430)
- I. DOI OSMRE Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (Section 00825)
- J. DOI OSMRE Applicant/Violator System Information Form (Section – 00826)

Additional Notices for Contractor to Review Prior to Bidding

Notice: Buy America Domestic Procurement Preference (Attachment C)

Notice: Davis-Bacon Wage Rate Requirements (Attachment C)

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

- K. ___ Certificate of Insurance with Agency named as additional insured (all subcontractors also insured) (Section – 00650)
- L. ___ Performance Bond and Labor & Material Payment Bond (Sections – 00610 and 00620)
- M. ___ Wage Rate Determination if bid amount is sixty thousand dollars (\$60,000.00) or more issued by NM Dept. of Workforce Solutions (Section – 00830)

The following forms shall be submitted after award

- N. ___ Application for Payment (*submit when invoicing*) (Section – 00900)

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

SIGNED: _____

TITLE: President

DATE: 11/3/2025

BIDDER'S NAME: Harrison Western Construction Corp

ADDRESS: 1208 Quail St. Lakewood CO 80215

TELEPHONE NO.: 303-234-0273

NEW MEXICO CONTRACTOR'S LICENSE NO: 421031

LICENSE CATEGORIES: GA01, GS08. Unlimited

CONTRACTOR NM LABOR ENFORCEMENT FUND REGISTRATION NO. ¹

Harrison Western has a Labor Enforcement Fund Registration number, and is working with NM Labor Relationship Division of the Public Works Department to recover the information. This information will be available prior to Award.

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

¹ Required for bids and subcontracts valued at more than fifty thousand dollars (\$50,000).

00400 – SUPPLEMENTS TO BID FORMS

00410 - Bid Security Form

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Harrison Western Construction Corporation

1208 Quail Street, Lakewood , CO 80215
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Endurance Assurance Corporation - 4 Manhattanville Rd,
Purchase, NY 10577
(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 Five Percent of the Total Amount Bid Dollars (\$ ----5%----), 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 30th day of October, 2025
Harrison Western Construction Corporation

[Signature]
WITNESS

PRINCIPAL (Seal)
By: [Signature]
TITLE President

Endurance Assurance Corporation
SURETY (Seal)

[Signature]
WITNESS Landen Easter

By: [Signature]
TITLE Shanna Walker, Attorney-in-Fact

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International,"** do hereby constitute and appoint: **Anuj Jain, Angela M. Tindol, Mona D. Weaver, Kathryn E. Kade and Sheila J. Montoya** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-In-Fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel

Richard M Appel

Richard M Appel

Richard M Appel

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

Amy Taylor

By: **Amy Taylor, Notary Public – My Commission Expires 3/9/27**



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of October, 2025

Daniel S. Lurie

By: **Daniel S. Lurie, Secretary**

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

00420 - Bidder's Experience Forms

CONTRACTOR'S EXPERIENCE

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

BIDDER: Harrison Western Construction

I. Contractor Experience

The Contractor performing the Work associated with this project - list at least five (5) years of relevant experience in drilling and grouting. Please list at least three (3) drilling and grouting projects and two (2) similar underground mine stabilization projects through grouting within the last five (5) years. This is for information only. ITB is based on the lowest cost.

Contractor Name: Harrison Western Construction

Address: 1208 Quail Street, Lakewood, CO 80215

Name of Project Manager planned for this Project (Minimum 5 years of relevant experience):
Joseph Vaupel

Name of Superintendent planned for this Project (Minimum 5 years of relevant experience):
Robert Hollinger

II. Experience

List the relevant construction projects that your organization has completed in the past five years, including at least two (2) previous mine subsidence/backfill projects of a similar scope that were completed within the last five (5) years, giving the name of the project, project owner, project scope, contract amount, date of completion, and percentage of the cost of the work performed with your own forces. Do not leave blanks. This is for information only.

I. Project Name: Summit Lot 224 Compaction Grouting

Owner: Discovery Builders - Contact: Adina Vasquez - avasquez@discoverybuildersllc.com

Project Scope (footage drilled and cubic yards of grout placed):

Drill Footage: 1968 LF

Cubic Yards Placed: 250 CY

Contract Amount: \$ 750,000.00

Completion Date: December 2024 Percentage: 100%

II. Project Name: Energy Innovation Center Compaction Grouting

Owner: University of Wyoming - Contact: Eric Sandberg - 307-766-6660

Project Scope (footage drilled and cubic yards of grout placed):
Drill Footage - 816 LF , Cubic Yards - 95 CY

Contract Amount: \$ 698,700.00

Completion Date: August 2025 Percentage: 90%

III. Project Name: Old Centennial Mine Shaft Remediation

Owner: United Properties - Contact: Arthur Belz - 720-898-5867

Project Scope (footage drilled and cubic yards of grout placed):
Drill Footage - 65 LF , Cubic Yards - 40 CY

Contract Amount: \$ 175,000.00

Completion Date: October 2021 Percentage: 100%

IV. Project Name: Silverado North Court Unit 6 Compaction Grouting

Owner: Pulte Homes - Contact: Brenin Anderson - brenin.anderson@pultegroup.com

Project Scope (footage drilled and cubic yards of grout placed):
Drill Footage - 2040 LF , Cubic Yards - 200 CY

Contract Amount: \$ 400,000

Completion Date: May 2023 Percentage: 100%

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LIST OF SUBCONTRACTORS AND EQUIPMENT

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

BIDDER: Harrison Western Construction

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: No Subcontractors will be used - N/A
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: ZipCode: _____
Phone No.: (____) _____ License No.: _____

4. Work: _____
Public Works Number: _____
Firm Represented: _____
Mailing Address: _____
City: _____ State: ZipCode: _____
Phone No.: (____) _____ License No.: _____

5. Work: _____
Public Works Number: _____
Firm Represented: _____
Mailing Address: _____
City: _____ State: ZipCode: _____
Phone No.: (____) _____ License No.: _____

6. Work: _____
Public Works Number: _____
Firm Represented: _____
Mailing Address: _____
City: _____ State: ZipCode: _____
Phone No.: (____) _____ License No.: _____

List of Equipment Offered

Under the headings below, list all equipment which you offer to perform the work described in the Bid. Please see "List of Equipment Offered" in the Special Conditions.

(Item Name) *Drill*

- Make: *Hutte*
- Model Number: *HBR 605*
- Serial Number:
- Year Manufactured: *2025*

(Item Name) *Volumetric Mixer*

- Make: *Pro-All*
- Model Number: *P-85*
- Serial Number:
- Year Manufactured: *2017*

(Item Name) *Concrete Pump*

- Make: *Putzmeister*
- Model Number: *TK20*
- Serial Number: *JR330392*
- Year Manufactured: *2018*

(Item Name)

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name) *Mini Excavator - Rental*

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name)

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name) *Telehandler - Rental*

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name)

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name) *Air Compressor 1150 CFM - Rental*

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name)

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name) *2k Gallon Water Truck - Rental*

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

(Item Name)

- Make:
- Model Number:
- Serial Number:
- Year Manufactured:

Yankee Canyon County Road A-25 Subsidence Mitigation Project Colfax County, New Mexico

00500 – AGREEMENT FORMS

**SHARE Contract No. 51-52100-25-06154
EMNRD: 26-521-0600-0128**

**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 Harrison Western Construction Corporation (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 Yankee Canyon County Road A-25 Subsidence Mitigation Project in Colfax County, New Mexico in the Project Manual which is part of Invitation to Bid (ITB) No.51-52100-25-06154. The ITB was solicited by the General Services Department, State Purchasing Division ITB No. 51-52100-25-06154. The Project Manual which includes the Specifications, Design Drawings, ITB, and Contractor’s completed Bid Response (dated: 11/03/2025) are all incorporated into and made a part of this Agreement (collectively Contract Documents). 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.

Yankee Canyon County Road A-25 Subsidence Mitigation Project Colfax County, New Mexico

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 eight hundred sixty-eight thousand, seven hundred eighteen and thirty-five cents, (\$ 868,718.35), including New Mexico Gross Receipts Taxes, if applicable.

The Contract Sum is determined as follows:

Total Base Bid	\$ 820,836.50
Gross Receipts Tax @ 5.8333%	\$ 47,881.85
Total Contract Sum	\$ 868,718.35

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.

B. Subject to subparagraph II.A. above, and based on Applications for Payment (invoice), a copy of which is included herein at Section 00900 of the Project Manual, submitted to the EMNRD Project Engineer by the Contractor and Certificates for Payment issued by the EMNRD Project Engineer, EMNRD shall make progress payments on account of the Contract Sum, to the Contractor as provided in the Contract 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 Engineer 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.

C. Prompt Payment Act Compliance: Contractor shall comply with the Prompt Payment Act, NMSA 1978, § 57-28-5(C), in making prompt payments to its subcontractors and

Yankee Canyon County Road A-25 Subsidence Mitigation Project Colfax County, New Mexico

suppliers for amounts owed for work performed relating to this Agreement within seven days of receipt of payment from EMNRD.

Final Payment: Final payment constituting the entire undisputed and unpaid balance of the Contract Sum shall be paid by EMNRD to the Contractor within ten (10) days after the EMNRD Project Engineer completes a final inspection and the EMNRD Project Manager notifies the Project Engineer that all incomplete and unacceptable work that was noted during the Final Inspection has been corrected.

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

The Work to be performed under this Agreement shall commence no later than thirty (30) consecutive calendar days after the date of written "Notice to Proceed." Project completion (see Section 00100 of the Project Manual) shall be no later than December 31, 2026, except as hereafter extended by valid written Change Order which shall be signed by all Parties who are required to sign this Agreement.

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 one thousand one hundred and fifteen dollars (\$1,115) per calendar day of liquidated damages representing inconvenience and increased administrative cost. Such damages shall begin to accrue on the calendar day following the last day for performance of work under this Agreement. The Contract stipulates that EMNRD may withhold additional payments under this Agreement or attach the performance bond to cover the liquidated damages set forth above or to cover the cost of any duplicative work that is made necessary by Contractor's failure to perform as required by this Agreement. Liquidated damages shall continue until written notice of satisfactory completion is forwarded by the Project Manager to the Project Engineer. This provision is limited to damages for inconvenience and increased administrative cost, and shall not otherwise affect EMNRD's right to seek other remedies including other damages, at law or in equity.

IV. Termination

A. For Reasons Beyond Contractor's Control

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

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injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

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

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

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

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

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

B. For Reasons Within Contractor's Control:

1. If the Contractor:

- a. fails to begin the work under this Agreement within the time specified in the Notice to Proceed;
- b. fails to perform the work with sufficient skilled workers and equipment or with sufficient proper materials to assure the prompt completion of said work;
- c. fails to comply with laws, ordinances, rules, regulations or orders of public authority having jurisdiction;
- d. performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable;
- e. discontinues the prosecution of the work, without EMNRD's prior written approval;
- f. fails to resume work which has been discontinued without EMNRD's prior written approval within a reasonable time after notice to do so;

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- 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

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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

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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.

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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:

Project Engineer: Braden Belliveau
Mining and Minerals Division
Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
505.479.2698

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:

Harrison Western Construction Corporation
1208 Quail St.
Lakewood, CO 80215
(303) 234-0273

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,

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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 through 27. .

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, Chapter 52, Article 1 NMSA 1978.

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.

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

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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 13-4-10 through 17., 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 through 17. 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 employee's full name and address need only appear on the first payroll on which the employee's name appears, unless a change of address necessitates an additional submittal to reflect the new address;
- (b) the employee's classification (or classifications);
- (c) the employee's hourly wage rate (or rates); the employee's hourly fringe benefits; and where applicable, the employee's overtime hourly wage rate (or rates);

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- (d) the daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted);
- (e) the itemized deductions made;
- (f) the net wages paid;
- (g) the number of the wage rate decision issued on the project by the Director;
- (h) fringe benefit statement;
- (i) statement of compliance form; and
- (j) 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: _____

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

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

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

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

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

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

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

K. Contractor's records shall be subject to inspection by state and federal agencies that have jurisdiction over such matters to determine compliance with the provisions of NMSA 1978, Section 13-4-11, 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

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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;

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e) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U. S. Small Business Administration to identify MBEs/WBEs, as required; and

f) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

XXIX. Compliance with Federal Laws

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

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

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

D. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as 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.

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

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

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

H. As this contract is funded in whole or part through the Infrastructure Investment and Jobs Act (IIJA), the Contractor shall comply with the requirements of the Davis Bacon Act. The Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) requires that all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project that will be assisted in whole or in part by funding made available under the IIJA must be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148). The requirements of the Davis Bacon Act are further detailed within Section 00820 and Attachment B of the Project Manual.

I. As this contract is funded in whole or part through the Infrastructure Investment and Jobs Act (IIJA), the Contractor shall comply with the requirements of the Build America, Buy America (BABA) Act. BABA was enacted as part of the IIJA on November 15, 2021. The BABA Act requires the head of each Federal agency to ensure that “none of the funds made available for a Federal financial assistance program for infrastructure . . . may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” (Pub. L. No. 117-58 § 70914). On August 23, 2023, the Office of Management and Budget revised its “Guidance for Grants and Agreements” (88 FR 57750) to provide further guidance on implementing the BABA Act and improving Federal financial assistance management and transparency. The revised guidance took effect on October 23, 2023. The requirements of the BABA Act are further detailed within 00820 and Attachment B of the Project Manual.

Certificate Of Completion

Envelope Id: 8C478814-08F7-4602-8076-DD72691E9E36

Status: Completed

Subject: Complete with Docusign: 51-52100-25-06154 Yankee Canyon CR-A- Subsidence Mitigation Project Fin...

Source Envelope:

Document Pages: 17

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen Wisdom

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

karen.wisdom@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen Wisdom

Location: DocuSign

1/7/2026 10:22:38 AM

karen.wisdom@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Johnny DeSha

johnny.desha@gsd.nm.gov

Procurement Specialist Manager

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 172.59.0.49

Sent: 1/7/2026 10:41:14 AM

Viewed: 1/7/2026 11:33:35 AM

Signed: 1/7/2026 11:34:26 AM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

Karen Wisdom

karen.wisdom@gsd.nm.gov

Executive Procurement Officer

New Mexico General Services

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 1/7/2026 11:34:28 AM

Viewed: 1/7/2026 11:47:31 AM

Signed: 1/7/2026 11:47:56 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ann Marie Lucero

AnnMarie.Lucero@tax.nm.gov

District Mgr.

State of New Mexico Taxation and Revenue

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.133.222

Sent: 1/7/2026 11:47:58 AM

Viewed: 1/7/2026 12:01:04 PM

Signed: 1/7/2026 2:49:34 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 2:28:54 PM

ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910

Joe Diesslin

jdiesslin@harwest.com

President

Harrison Western

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 205.168.234.242

Sent: 1/7/2026 2:49:36 PM


Viewed: 1/7/2026 2:51:07 PM

Signed: 1/12/2026 10:00:03 AM


Electronic Record and Signature Disclosure:

Accepted: 1/7/2026 2:51:07 PM


ID: 31c682d4-12ef-4605-bc14-ad601da6648f

Signer Events	Signature	Timestamp
Gabriel Wade gabriel.wade@emnrd.nm.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.106.203	Sent: 1/12/2026 10:00:06 AM Viewed: 1/12/2026 10:01:31 AM Signed: 1/12/2026 10:02:15 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/6/2025 10:00:19 AM
 ID: 90ff37c2-035a-458f-9da1-566c38a5e7bf

Erin Taylor erin.taylor@emnrd.nm.gov Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.208.92	Sent: 1/12/2026 10:02:17 AM Viewed: 1/12/2026 12:17:19 PM Signed: 1/12/2026 12:17:40 PM
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Electronic Record and Signature Disclosure:
 Accepted: 1/12/2026 12:17:19 PM
 ID: 6f5b4c2f-58cd-46a3-b6f0-941cc52f3089

Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None), Login with SSO	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/12/2026 12:17:42 PM Viewed: 1/12/2026 1:02:33 PM Signed: 1/12/2026 1:02:58 PM
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Electronic Record and Signature Disclosure:
 Accepted: 4/14/2023 7:24:59 AM
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/7/2026 10:41:14 AM
Certified Delivered	Security Checked	1/12/2026 1:02:33 PM
Signing Complete	Security Checked	1/12/2026 1:02:58 PM
Completed	Security Checked	1/12/2026 1:02:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

00600 – BONDS AND CERTIFICATES

00610 - Performance Bonds

Bond No. 0235426

KNOW ALL MEN BY THESE PRESENTS: that Harrison Western Construction Corporation

1208 Quail Street, Lakewood, CO 80215

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

as Principal, hereinafter called Contractor, and, Berkley Insurance Company

475 STEAMBOAT ROAD, GREENWICH, CT 06830

(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 Eight Hundred Sixty-Eight Thousand,* Dollars (\$868,718.35--), 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 Yankee Canyon County Road A-25 Subsidence Mitigation Project, Project No. EMNRD-MMD-2025-04, Colfax County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

*Seven Hundred Eighteen and 35/100--

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 21ST day of NOVEMBER, 2025

Rocco Zito
WITNESS

Wendy Jordan
WITNESS

Harrison Western Construction Corporation
PRINCIPAL (Seal)

[Signature] VP

TITLE
Berkley Insurance Company
SURETY (Seal)

[Signature]
TITLE Elizabeth Ostblom, Attorney-in-Fact

00620 - Payment Bonds

Bond No. 0235426

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 Harrison Western Construction Corporation

1208 Quail Street, Lakewood, CO 80215

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

as Principal, hereinafter called Contractor, and,

Berkley Insurance Company, 475 STEAMBOAT ROAD, GREENWICH, CT 06830

(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 Eight Hundred Sixty-Eight Thousand,* Dollars (\$868,718.35--), 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 Yankee Canyon County Road A-25 Subsidence Mitigation Project, Project No. EMNRD-MMD-2025-04, Colfax County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

*Seven Hundred Eighteen and 35/100--

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 21ST day of NOVEMBER, 2025

Rocio Zito
WITNESS

Harrison Western Construction Corporation
PRINCIPAL (Seal)
[Signature] VP
TITLE

Wendy Jordan
WITNESS

Berkley Insurance Company
SURETY (Seal)
[Signature]
Elizabeth Ostblom, Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Moody Insurance Agency	
Moody Insurance Agency, Inc.		PHONE (A/C, No, Ext): (303) 824-6600	FAX (A/C, No): (303) 370-0118
8055 East Tufts Avenue		E-MAIL ADDRESS: certrequest@moodyins.com	
Suite 1000		INSURER(S) AFFORDING COVERAGE	
Denver CO 80237		INSURER A: Zurich American Insurance Co	NAIC # 40142
INSURED		INSURER B: American Guarantee & Liability	26247
Harrison Western Construction Corporation,		INSURER C: Zurich American Ins Co of Illinois	27855
dba Underground Infrastructure Technologies LLC		INSURER D: Steadfast Insurance Company	26387
1208 Quail Street		INSURER E:	
Lakewood CO 80215		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: \$25K PD Deductible	Y	GLO696385502	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP038439308	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AUC697747402	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC877391702	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional & Pollution Liability Retention \$25,000 Per Claim		EOC038448508	07/01/2025	07/01/2026	Policy Aggregate \$4,000,000 Pollution Each Claim \$2,000,000 Professional Each Claim \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Yankee Canyon A-25 Subsidence Mitigation Project , 51-52100-25-06154

CERTIFICATE HOLDER**CANCELLATION**

State of New Mexico
1220 S Saint Francis Drive

Sante Fe

NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Moody Insurance Agency

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ADDITIONAL REMARKS SCHEDULE

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Harrison Western Construction Corporation,	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance; Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Named Insureds:
 Harrison Western Construction Corporation
 Harrison Western Mine Development, LLC
 ALDA Equipment LLC
 1208 Quail St LLC
 Underground Infrastructure Technologies, LLC
 Family Trust FBO Jennifer Provost
 Family Trust FBO Christopher Provost
 Harrison Western Construction Corp dba In The State of CA as HW Construction Corp
 Harrison Western Construction Corporation 401(k) Plan
 HW Construction Corp
 David A. Provost
 Donald G. Provost
 Harrison Western Construction Corporation (HWCC)

Property/Inland Marine
 Policy #CPP038451407
 Policy Term: 7/1/25-7/1/26
 Insurer: Zurich American Insurance Co
 Scheduled Equipment Limit: \$6,255,950
 Leased/Rented Equipment Limit: \$1,000,000
 Installation Limit: \$1,000,000 Any Single Location, \$500,000 In-Transit or Temp Location

Cyber Liability
 Policy# CELP001073502022901
 Policy Term: 07/1/25-07/01/26
 Insurer: QBE Specialty
 Cyber Incident Limit: \$2,000,000
 Policy Aggregate: \$2,000,000
 Deductible: \$5,000

D&O/EPL/Fiduciary/Crime
 Policy# J06605412
 Policy Term: 07/1/25-07/01/26
 Insurer: Federal Insurance
 D&O/EPL/Fiduciary Limit: \$1,000,000 Each
 D&O Retention: \$15,000
 EPL Retention: \$25,000
 Fiduciary Retention: \$0
 Crime Limit: \$500,000
 Crime Retention: \$5,000

General Liability (Residential Work)
 Policy# ATN2511249
 Policy Term: 07/1/25-07/01/26
 Insurer: United Specialty
 Each Occurrence: \$1,000,000
 Policy Aggregate: \$2,000,000
 Deductible: \$15K Condo & Town Home Claims, \$5K All Other Claims

Excess Liability (Residential Work)
 Policy# BTN2513029
 Policy Term: 07/1/25-07/01/26
 Insurer: United Specialty
 Each Occurrence: \$5,000,000
 Policy Aggregate: \$5,000,000
 Retention: \$0

General Liability:
 Blanket Additional Insured status applies only to the extent provided in form U-GL-2162-A CW when required by written contract.
 Blanket Waiver of Subrogation applies only to the extent provided in form U-GL-925-B CW when required by written contract.
 Primary and Non Contributory status applies only to the extent provided in form U-GL-1327-B CW when required by written contract.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Harrison Western Construction Corporation,	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Auto Liability:

Blanket Additional Insured status applies only to the extent provided in form U-CA--424-H CW when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form U-CA--424-H CW when required by written contract.

Primary and Non Contributory status applies only to the extent provided in form U-CA--424-H CW when required by written contract.

Umbrella Liability:

Policies are on a follow form basis for the following underlying insurance coverage: General Liability, Auto Liability, and Employers Liability. Additional insured status will follow when required by written contract.

Workers' Compensation:

WC 00 03 13 form includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6963855 - 02

Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 6963855 - 02	07/01/2025	07/01/2026		29362000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Harrison Western Construction Corporation

Address (including ZIP Code): 1208 Quail St
Lakewood, CO 80215-4418

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 6963855 - 02	07/01/2025	07/01/2026		29362000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	07/01/2025	Policy No.	WC 8773917 - 02	Endorsement No.	
Insured	Harrison Western Construction Corporation			Premium \$	
Insurance Company	Zurich American Insurance Company of Illinois			Countersigned by	_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Moody Insurance Agency PHONE (A/C No. Ext): (303) 824-6600 FAX (A/C No.): (303) 370-0118 E-MAIL ADDRESS: certrequest@moodyins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Co</td> <td>40142</td> </tr> <tr> <td>INSURER B:</td> <td>American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td>Zurich American Ins Co of Illinois</td> <td>27855</td> </tr> <tr> <td>INSURER D:</td> <td>Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Co	40142	INSURER B:	American Guarantee & Liability	26247	INSURER C:	Zurich American Ins Co of Illinois	27855	INSURER D:	Steadfast Insurance Company	26387	INSURER E:			INSURER F:	
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INSURER F:																					
INSURED Harrison Western Construction Corporation, dba Underground Infrastructure Technologies LLC 1208 Quail Street Lakewood CO 80215																					

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: \$25K PD Deductible	Y		GLO696385502	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP038439308	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC697747402	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC877391702	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
D	Professional & Pollution Liability Retention \$25,000 Per Claim			EOC038448508	07/01/2025	07/01/2026	Policy Aggregate \$4,000,000
	Pollution Each Claim \$2,000,000						
							Professional Each Claim \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Yankee Canyon A-25 Subsidence Mitigation Project , 51-52100-25-06154

CERTIFICATE HOLDER

State of New Mexico
1220 S Saint Francis Drive

Sante Fe NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Moody Insurance Agency

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ADDITIONAL REMARKS SCHEDULE

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Harrison Western Construction Corporation,	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Named Insureds:
 Harrison Western Construction Corporation
 Harrison Western Mine Development, LLC
 ALDA Equipment LLC
 1208 Quail St LLC
 Underground Infrastructure Technologies, LLC
 Family Trust FBO Jennifer Provost
 Family Trust FBO Christopher Provost
 Harrison Western Construction Corp dba In The State of CA as HW Construction Corp
 Harrison Western Construction Corporation 401(k) Plan
 HW Construction Corp
 David A. Provost
 Donald G. Provost
 Harrison Western Construction Corporation (HWCC)

Property/Inland Marine
 Policy #CPP038451407
 Policy Term: 7/1/25-7/1/26
 Insurer: Zurich American Insurance Co
 Scheduled Equipment Limit: \$6,255,950
 Leased/Rented Equipment Limit: \$1,000,000
 Installation Limit: \$1,000,000 Any Single Location, \$500,000 In-Transit or Temp Location

Cyber Liability
 Policy# CELP001073502022901
 Policy Term: 07/1/25-07/01/26
 Insurer: QBE Specialty
 Cyber Incident Limit: \$2,000,000
 Policy Aggregate: \$2,000,000
 Deductible: \$5,000

D&O/EPL/Fiduciary/Crime
 Policy# J06605412
 Policy Term: 07/1/25-07/01/26
 Insurer: Federal Insurance
 D&O/EPL/Fiduciary Limit: \$1,000,000 Each
 D&O Retention: \$15,000
 EPL Retention: \$25,000
 Fiduciary Retention: \$0
 Crime Limit: \$500,000
 Crime Retention: \$5,000

General Liability (Residential Work)
 Policy# ATN2511249
 Policy Term: 07/1/25-07/01/26
 Insurer: United Specialty
 Each Occurrence: \$1,000,000
 Policy Aggregate: \$2,000,000
 Deductible: \$15K Condo & Town Home Claims, \$5K All Other Claims

Excess Liability (Residential Work)
 Policy# BTN2513029
 Policy Term: 07/1/25-07/01/26
 Insurer: United Specialty
 Each Occurrence: \$5,000,000
 Policy Aggregate: \$5,000,000
 Retention: \$0

General Liability:
 Blanket Additional Insured status applies only to the extent provided in form U-GL-2162-A CW when required by written contract.
 Blanket Waiver of Subrogation applies only to the extent provided in form U-GL-925-B CW when required by written contract.
 Primary and Non Contributory status applies only to the extent provided in form U-GL-1327-B CW when required by written contract.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Harrison Western Construction Corporation,	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Auto Liability:

Blanket Additional Insured status applies only to the extent provided in form U-CA--424-H CW when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form U-CA--424-H CW when required by written contract.

Primary and Non Contributory status applies only to the extent provided in form U-CA--424-H CW when required by written contract.

Umbrella Liability:

Policies are on a follow form basis for the following underlying insurance coverage: General Liability, Auto Liability, and Employers Liability. Additional insured status will follow when required by written contract.

Workers' Compensation:

WC 00 03 13 form includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6963855 - 02

Effective Date: 07/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section III – **Limits Of Insurance:**

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 6963855 - 02	07/01/2025	07/01/2026		29362000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Harrison Western Construction Corporation

Address (including ZIP Code): 1208 Quail St
Lakewood, CO 80215-4418

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 6963855 - 02	07/01/2025	07/01/2026		29362000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2025 Policy No. WC 8773917 - 02

Endorsement No.

Insured Harrison Western Construction Corporation

Premium \$

Insurance Company Zurich American Insurance Company of Illinois

Countersigned by _____

00700 – GENERAL CONDITIONS

00704 - Differing Site Conditions

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

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

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

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

00713 – Warranty and Guarantee

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

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

A. General

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

B. Duties and Responsibilities.

The Project Manager will:

1. Schedules: Review the progress schedule prepared by the Contractor and consult with the Project Engineer concerning acceptability.
2. Conferences: Attend preconstruction conferences, progress meetings, job conferences as required in consultation with the Project Engineer, and other project related meetings.
3. Liaison: Serve as the Project Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist the superintendent in understanding the intent of the Contract Documents.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of shop drawings and samples, receive samples that are furnished at the site by the Contractor, and notify the Project Engineer of their availability for examination.
 - b. Advise the Project Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the Project Engineer has not accepted the submission.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the work in progress to assist the Project Engineer in determining if the work is proceeding in accordance with the Contract Documents, and that completed work will conform to the Contract Documents.
 - b. Report to the Project Engineer whenever the Project Manager believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment; and advise the Project Engineer when the Project Manager believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that the

- Contractor maintains adequate records thereof; observe, record and report to the Project Engineer appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Project Engineer.
6. Interpretation of Contract Documents: Transmit to Contractor the Project Engineer's clarifications and interpretations of the Contract Documents.
 7. Modifications: Consider and evaluate the Contractor's suggestions for modifications in drawings or Specifications and report them with recommendations to the Project Engineer.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after the execution of the Contract, the Project Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Engineer. Record names, addresses and telephone numbers of all the contractors, subcontractors and major supplies of materials and equipment.
 9. Reports:
 - a. Furnish the Project Engineer periodic reports as required of progress of the work and the Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with the Project Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to the Project Engineer upon the occurrence of any accident.

10. Payment Requisitions: Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Project Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. Certificates, Maintenance and Operation Manuals: During the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items installed; and deliver this material to the Project Engineer for review prior to final acceptance of the work.
12. Completion:
 - a. Before the Contractor issues written certification to the Project Engineer that the project is complete, submit to the Contractor a pre-final list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of the Project Engineer and the Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to the Project Engineer concerning acceptance.

C. Limitations of Authority.

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

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

- f. Shall not participate in specialized field or laboratory test unless such is specifically called for in the Contract Documents.
- g. Shall not receive any materials, supplies, equipment, etc. on behalf of the Contractor.

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.

Yankee Canyon County Road A-25 Subsidence Mitigation Project Colfax County, New Mexico

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;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

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

County Road A-25
Colfax County, New Mexico 87740

___ 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

Joe Diesslin

NAME

11/03/2025

DATE

President

TITLE

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

DI-2010 (March 1995)
Modified for AML Use

00820 – WAGE RATE REQUIREMENTS

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

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

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

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

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

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

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

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

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

00826 – APPLICANT/VIOLATOR SYSTEM INFORMATION

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

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

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

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

To obtain an OFT:

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

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

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

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

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

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

Answers to Part D FAQs:

Which employees should be included in Part D?

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

What address and phone number should I use?

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

STATE OF NEW MEXICO
SUBCONTRACTOR & DEPARTMENT OF WORKFORCE SOLUTIONS
INDUSTRIAL & LABOR DIVISION LISTING REQUIREMENTS

This form was developed in conjunction with the New Mexico Branch Association of General Contractors, to help clarify requirements under the "Sub-Contractors Fair Practices Act" of 1988, Sections 13-4-31 to 13-4-42 NMSA 1978, and subsequent changes thereto. Architects, State Agencies and Local Public Bodies are encouraged to use it when soliciting Public Works Projects, as that term is defined in the procurement code, Sections 13-1-66.1 and 13-1-91 NMSA 1978.

Date: 10/31/2025 Project No.: EMNRD-MMD-2025-04 Bid No.: 51-52100-25-06154

Project Name: YANKEE CANYON COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT

Contractor: Harrison Western Construction

Authorized Signature: _____

In accordance with the "Subcontractor Fair Practices Act", **the following listing is required to be submitted with this bid:**

- 1) Name of each subcontractor who will be performing work or *rendering service* on the public works project and whose total contract will be:
 - A. \$5,000.00 or more
 - B. \$13,500 which represents one/half of one percent of the total project (to be estimated by the architect and/or engineer of record).
- 2) Location of place of business (city or county).
- 3) Type of work and/or service to be performed by the subcontractor.
- 4) Public Works Registration No. for any subcontractors that submit a bid over \$60,000 for a public work project. The owner may not accept a bid on a public works project from a subcontractor that does not provide proof of required registration. If the value of the work is below the \$60,000 threshold requiring registration, note "BELOW THRESHOLD" under Public Works Registration No.

NOTE: YOUR BID MAY BE DEEMED NON-RESPONSIVE IF ALL (4) ITEMS ABOVE ARE NOT ADDRESSED

Note: The Statute Does Not Require The Following Listings:

- (1) 2nd tier subcontractors;
- (2) Material, suppliers;
- (3) Subcontractors whose contract is less than the greater of A or B above.

Individuals and companies offering services and professional services for the General Contractor *must* be included on the Subcontractors listing form if they meet the dollar listing requirement. However, services and professional services providers do not need a Public Works Registration Number as they do not have to comply with the Public Works Wage Decision. Services may include, but not be limited to, surveying, testing, etc.

Be advised, the Architect Engineer may require additional information

By signing this document, the contractor and/or subcontractor agrees that any and all claims which the firm may have or may inure to it for overcharges resulting from antitrust violations as to goods, services and materials purchased in connection with the above referenced project are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. It is agreed that the firm retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

Part A: General Information

Business Name: Harrison Western Construction

Tax ID #: 84-1079486

Address: 1208 Quail Street

City, State, & Zip: Lakewood, CO 80215

Phone Number: 303-234-0273

Email Address: pgibala@harwest.com

Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the AVS

Select one of the options, follow the instructions for the selected option, sign, and date below.

I, Peter Gibala, have express authority to certify that:
(Print Name)

1. Our business is listed in the AVS. The information is accurate, complete, and up to date. (If you select this option, you must attach an Entity OFT from the AVS to this form). Do not complete Part D.
2. Our business is in the AVS. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

10/31/2025

Date

Peter Gibala

Signature

Digitally signed by Peter Gibala
DN: cn=CS, email=pgibala@harwest.com, o=Harrison
Western Construction, cn=Peter Gibala
Date: 2025.11.03.03:48:07-07

Senior Estimator

Title



AVS OFT Report - 3/23/2026 10:20:38 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (107351) Harrison Western Corp

Parent Entity	Relationship	Description	Related Entity	% Ownership	Begin Date	End Date
(107351) Harrison Western Corp	Secretary		(105058) Fern P Corley		5/2/1989	
(107351) Harrison Western Corp	Shareholder		(105059) Ann Corley		5/2/1989	
(107351) Harrison Western Corp	Shareholder		(105060) W D Iii Corley		5/2/1989	
(107351) Harrison Western Corp	Vice President		(105056) Carin Corley		5/2/1989	
(107351) Harrison Western Corp	Vice President		(099339) Joseph S Gerden			
(107351) Harrison Western Corp	Shareholder		(105061) David C Jackson		5/2/1989	
(107351) Harrison Western Corp	Shareholder		(105062) Damon D Jackson		5/2/1989	
(107351) Harrison Western Corp	Vice President		(105057) Doris C Jackson		5/2/1989	
(107351) Harrison Western Corp	Shareholder		(091985) F J C Lilley			
(107351) Harrison Western Corp	Vice President		(133459) Edward F Michalik		9/15/1983	
(107351) Harrison Western Corp	Chief Executive Officer		(062137) Allan G Provost			
(107351) Harrison Western Corp	President		(062137) Allan G Provost			

What are the begin and end dates for?

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

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: Yankee Canyon County Road A-25 Subsidence Mitigation Project
 Requested Date: 01/29/2026
 Approved Date: 02/04/2026
 Approved Wage Decision Number: CO-26-0400-A

Wage Decision Expiration Date: 06/04/2026

2) Physical Location of Jobsite for Project:
 Job Site Address: County RD A-25 , 36 958171N 104 342283W
 Job Site City: Raton
 Job Site County: Colfax

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: 04/01/2026

5) Estimated total project cost: \$413,543.00
 a. Are any federal funds involved?: Yes - \$413,543.00
 b. Does this project involve a building?: No
 c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
 d. Are there any other Public Works Wage Decisions related to this project?: No
 e. What is the ultimate purpose or functional use of the construction once it is completed?: The Yankee Canyon County Road A-25 Subsidence Mitigation Project consists of drilling and injecting grout within County Road A-25, in close proximity to subsidence's likely caused by former mine workings running underneath County Road A-25. Up to 42 boreholes and grout pillars may be constructed for mitigation of visible subsidence within County Road A-25.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$413,543.00	The Yankee Canyon County Road A25 Subsidence Mitigation Project consists of drilling and injecting grout within County Road A25 in close proximity to subsidences likely caused by former mine workings running underneath County Road A25 Up to 42 boreholes and grout pillars may be constructed for mitigation of visible subsidence within County Road A25



2026 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 travelling more than 50 miles to a job site in Santa Fe, \$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 a \$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 within 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 \$10.00 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 union halls of Albuquerque, Espanola, Farmington or Las Cruces should be compensated at \$3.50 per hour.
 - (b) Work travel 86 miles or greater from the union halls of Albuquerque, Espanola, Farmington or Las Cruces 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 Engine

- (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, whichever is closer:
 - (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 or other mutually agreed suitable lodging.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel over 75 miles 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 or mutually agreed suitable lodging.

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 \$120.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.

Roofers

- (1) Employees assigned to jobs located more than 60 miles from the employer's place of business shall receive transportation to and from the job.
- (2) Overnight stays required by the employer, \$90 or more per diem per day to cover all room and board expenses.

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 \$30.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$39.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$150.00 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.

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

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

General Contractor

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

Phone: 505-841-4400
Fax: 505-841-4424



Subcontractor

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

Additional Information

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

CONTACT INFORMATION

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



TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING
 Effective January 1, 2026

Trade Classification	Base Rate	Fringe Rate
Cement Mason	21.75	7.43
Drywall Finisher/Taper	31.60	9.58
Drywall Finisher/Taper – Los Alamos County	35.85	12.82
Glazier/Fabricator	22.75	7.70
Glazier/Fabricator – Los Alamos County	22.75	7.70
Painter	21.00	5.75
Painter – Los Alamos County	35.85	12.82
Paper Hanger	21.00	5.75
Paper Hanger – Los Alamos County	36.85	12.82
Plumber/Pipefitter	44.32	18.00
Soft Floor Layers	21.52	9.40
Soft Floor Layers – Los Alamos County	35.87	12.92
Bricklayer/Block Layer/Stonemason		
Bricklayer/Block layer/Stonemason	33.41	12.04
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	32.12	14.28
Carpenter- Los Alamos County	38.56	14.70
Electricians- Outside Classifications: Zone 1		
Ground man	28.54	13.36
Equipment Operator	40.94	17.73
Lineman	51.71	21.43
Journeyman technician	48.15	20.53
Journeyman substation technician	48.15	20.53
Journeyman transmission technician	47.58	20.40
Cable Splicer	52.98	21.75

Electricians-Outside Classifications: Zone 2

Ground man	58.54	13.36
Equipment Operator	40.94	17.73
Lineman	51.71	21.43
Journeyman technician	48.15	20.53
Journeyman substation technician	48.15	20.53
Journeyman transmission technician	47.58	20.40
Cable Splicer	52.98	21.75

Trade Classification

Base Rate

Fringe Rate

Electricians-Outside Classifications: Los Alamos County

Ground man	29.35	13.38
Equipment Operator	42.12	17.76
Lineman	53.07	21.77
Journeyman technician	49.55	20.89
Cable Splicer	58.28	23.07

Ironworker

Ironworker Journeyman	29.45	19.51
Probationary Ironworker	23.56	19.51

Laborers

Group I – unskilled	18.41	7.74
Group II – semiskilled	19.41	7.74
Group III – skilled	19.91	7.74
Group IV – specialty	20.41	7.74

Operators

Group I	23.69	6.95
Group II	24.72	6.95
Group III	27.03	6.95
Group IV	28.65	6.95
Group V	28.79	6.95
Group VI	29.05	6.95
Group VII	29.28	6.95
Group VIII	30.27	6.95

Group IX	40.08	6.95
Group X	44.72	6.95
Roofers		
Rofer Journeyman	31.20	9.36
Rofer Helper	18.72	9.36
Truck Drivers		
Group I-IX	21.70	9.65

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.

Striping Truck Driver		
Cibola.....	\$ 13.66	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....	\$ 15.16	0.35
McKinley.....	\$ 14.55	0.35
Quay.....	\$ 16.37	0.26
San Miguel.....	\$ 15.31	0.35
INSTALLER: (Guardrails, Handrails and Signs)		
Cibola.....	\$ 12.35	0.35
Colfax.....	\$ 11.68	0.35
Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.37	0.35
Quay.....	\$ 12.00	0.35
IRONWORKER, REINFORCING		
Cibola.....	\$ 23.05	1.54
Colfax, Guadalupe, Harding, Los Alamos, Mora, Quay, San Miguel, Taos, Union.....	\$ 21.57	4.80
McKinley.....	\$ 22.44	5.85
Rio Arriba.....	\$ 21.98	6.03
IRONWORKER, STRUCTURAL.....	\$ 21.77	6.03
LABORER		
Asphalt Raker.....	\$ 14.39	0.35
Common or General		
Cibola.....	\$ 12.27	0.35
Colfax.....	\$ 9.60	0.35
Guadalupe, Los Alamos.....	\$ 11.83	0.35
Harding.....	\$ 11.57	0.35
McKinley.....	\$ 11.22	0.35
Mora.....	\$ 11.34	0.35
Quay.....	\$ 12.15	0.35
Rio Arriba.....	\$ 12.28	0.35
San Miguel.....	\$ 12.56	0.35
Taos.....	\$ 12.61	0.35
Union.....	\$ 10.89	0.35
Flagger/Cone Setter		
Cibola.....	\$ 13.14	0.35
Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 12.15	0.99

McKinley.....	\$ 11.66	0.35
Quay.....	\$ 12.21	0.26
Grade Checker.....	\$ 14.67	1.60
MasonTender- Brick/Cement/Concrete Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, San Miguel, Taos, Union.....	\$ 13.04	1.78
Rio Arriba.....	\$ 13.33	1.97
Pipelayer.....	\$ 16.99	0.35

PAINTER (Brush, Roller and
Spray)

Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Quay, Rio Arriba, San Miguel, Taos, Union.....	\$ 15.06	0.44
McKinley.....	\$ 14.15	0.44

POWER EQUIPMENT OPERATOR:

Asphalt/Concrete Paver, Laydown Machine, and Plant..	\$ 16.43	1.51
Backhoe/Excavator/Trackhoe Cibola, Colfax, Guadalupe, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 16.80	0.26
Harding.....	\$ 20.74	0.26
McKinley.....	\$ 16.70	0.26
Quay.....	\$ 16.27	0.26
Bobcat/Skid Loader.....	\$ 18.06	0.26
Broom Operator.....	\$ 15.72	0.26
Bulldozer Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....	\$ 14.97	0.26
Quay.....	\$ 14.89	0.26
Crusher.....	\$ 16.53	0.26
Distributor.....	\$ 14.50	0.26
Forklift.....	\$ 17.16	0.26
Grader/Blade Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel,		

Taos, Union.....	\$ 17.48	0.26
Quay.....	\$ 19.50	0.26
Loader (Front End)		
Cibola, Guadalupe, Los Alamos, Rio Arriba, San Miguel, Taos, Union.....		
	\$ 16.27	0.26
Colfax.....	\$ 15.72	0.26
Harding.....	\$ 19.37	0.26
McKinley.....	\$ 16.13	0.26
Mora.....	\$ 16.21	0.26
Quay.....	\$ 16.10	0.26
Mechanic.....	\$ 17.48	0.26
Milling Machine.....	\$ 16.89	0.26
Oiler.....	\$ 14.29	0.26
Piledriver		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, San Miguel, Taos, Union....		
	\$ 15.87	0.26
McKinley.....	\$ 14.95	0.26
Quay.....	\$ 15.99	0.26
Roller (Asphalt and Dirt)		
Cibola, Colfax, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, San Miguel, Taos, Union.....		
	\$ 14.39	0.98
McKinley.....	\$ 16.49	0.26
Quay.....	\$ 14.74	0.26
Rotomill.....	\$ 15.80	0.26
Scraper.....	\$ 15.91	0.26
Screed.....	\$ 15.96	0.26
Tractor.....	\$ 16.84	0.26
Trencher.....	\$ 16.26	0.26
TRUCK DRIVER		
Distributor.....	\$ 13.56	0.26
Dump Truck		
Cibola, Guadalupe, Harding, Los Alamos, Mora, Rio Arriba, Taos, Union.....		
	\$ 14.75	0.26
Colfax, San Miguel.....	\$ 13.24	0.26
McKinley.....	\$ 13.15	0.26
Quay.....	\$ 15.20	0.26
Flatbed Truck		
Cibola.....	\$ 12.71	0.26
Colfax, Guadalupe, Harding, Los Alamos, Mora, Taos, Union.....		
	\$ 13.27	0.26

McKinley.....	\$ 13.55	0.26
Quay, San Miguel.....	\$ 13.30	0.26
Rio Arriba.....	\$ 12.95	0.26
Pickup and Pilot Car.....	\$ 12.74	0.26
Semi-Trailer Truck.....	\$ 16.58	0.26
Tractor Haul Truck.....	\$ 14.00	
Water Truck.....	\$ 13.13	0.26

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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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). 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.

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END OF GENERAL DECISION

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00900 – APPLICATION FOR PAYMENT

**APPLICATION FOR PAYMENT
Yankee Canyon County Road A-25 Subsidence Mitigation Project
Colfax County, New Mexico
EMNRD-MMD-2025-04**

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

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

<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>BASIS OF EVALUATION</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS OR PERCENT THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS OR PERCENT PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS OR PERCENT REMAINING</u>	<u>AMOUNTS REMAINING</u>
1	Mobilization/Demobilization (Not to exceed 10% of total base bid)	For the lump sum of							
2	Alluvial Drilling	Linear feet drilled							
3	Rotary Drilling	Linear feet drilled							
4	Grout Injection Pipe	Linear feet of casing installed							

Yankee Canyon County Road A-25 Subsidence Mitigation Project Colfax County, New Mexico

<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>BASIS OF EVALUATION</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS OR PERCENT THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS OR PERCENT PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS OR PERCENT REMAINING</u>	<u>AMOUNTS REMAINING</u>
5	Pump Set Up	Per pump set up							
6	Pillar Support Grout	Cubic yards of grout injected							
7	Backfill and Surface Restoration	Per hole backfilled and restored							
8	Hand Seeding and Mulching	Acres seeded and mulched							
9	Road Repairs	Instances of required maintenance as necessary to facilitate access of concrete trucks							
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

AML Project Engineer

DATE: _____ DATE: _____ DATE: _____

ATTACHMENT 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: Harrison Western Construction Corporation

Address: 1208 Quail Street
Lakewood, CO 80215

Telephone Number: 303-234-0273

9 DIGIT TAXPAYER IDENTIFICATION NUMBER

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

Federal Employer Identification Number 84-1079486

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: 02-097819-00-7

State Unemployment Tax Number: 00233471

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.

Joe Diesslin

Name (print or type)

Signature

President

Title (print or type)

10/31/2025

Date

ATTACHMENT B

NOTICE: Buy America Domestic Procurement Preference

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

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

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

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

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

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

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

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

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

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

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

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

Definitions

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

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

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

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

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

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

NOTICE: Davis-Bacon Wage Rate Requirements

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

(1) *Minimum wages.*

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

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full

amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

PROJECT MANUAL



NEW MEXICO

Abandoned Mine Lands

Project Manual
Including Plans and Specifications
for Construction of

YANKEE CANYON COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT

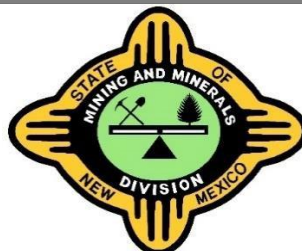
Colfax County, New Mexico

PROJECT NO.
EMNRD-MMD-2025-04

AUTHORIZED BY:

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

September 2025



CERTIFICATION PAGE

PROJECT NAME: **YANKEE CANYON COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT**

LOCATION: **COLFAX COUNTY**

PROJECT NUMBER: **EMNRD-MMD-2025-04**

AML PROJECT ENGINEER: **BRADEN BELLIVEAU**
Mining and Minerals Division
State of New Mexico, Energy, Minerals and Natural Resources
Department
1220 South St. Francis Drive Santa Fe, New Mexico 87505
Telephone 505.479.2698

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.

Cameron J. Twing, P.E.

18526
License No.

Authorized Representative/Title
Energy, Minerals and
Natural Resources Department

Date

Michelle Lujan Grisham, Governor

All questions about the meaning or intent of these documents shall be submitted only through the eProNMwebsite <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfNewMexico>

Yankee Canyon County Road A-25 Subsidence Mitigation Project Colfax County, New Mexico

CERTIFICATION PAGE

PROJECT NAME: YANKEE CANYON COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT


LOCATION: COLFAX COUNTY

PROJECT NUMBER: EMNRD-MMD-2025-04

AML PROJECT ENGINEER: BRADEN BELLIVEAU
Mining and Minerals Division
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Cameron J. Twing, P.E.  18526
License No.


Erin A. McCullough  09/26/2025
Date

Authorized Representative/Title
Energy, Minerals and
Natural Resources Department

Michelle Lujan Grisham, Governor

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I. TABLES

The following tables are referenced in the text:

Table I	Project Summary Including Subsidence Fill Volume Estimates
Table II	Type I Base Course Gradation Band
Table III:	Seed Mix Table

II. ATTACHMENTS

Attachment 1: Design Drawings

The following sheets are included within the design drawings:

SHEET NUMBER	TITLE
Title	Project Site Location and Access Map
01	Index of Sheets and Explanation
02	Site Vicinity Map and Bid Form
03	Existing Site Area Map
04	Proposed Drill Hole Locations
05	Projected Depth to Coal Seam Plan View and Cross Section
06	Grout Pillar Typical Construction Detail

END OF TABLE OF CONTENTS

SPECIFICATIONS

Please Note – Use of Brand Name or equal 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

SPECIFICATIONS

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

01010 – SUMMARY OF WORK

The Yankee Canyon County Road A-25 Subsidence Mitigation Project is located approximately 9 miles northeast of Raton in Colfax County, New Mexico. There are several small subsidence features found in the travelled way of County Road A-25 (A-25) and three known abandoned mine adits near A-25 (Sheet 3 and 4). The project area is undermined by the Turner-Urtado Mine and the Denton Mine. The Turner-Urtado Mine shows a portion of the mine workings below the subsidence features along A-25, and the Denton Mine workings explored through a known abandoned mine adit undermine A-25 (Sheet 3). A-25 is an unpaved road with steep grades and switchbacks. The road surface is exposed bedrock in some locations, and dirt with a gravel overlay in others. The site is steeply sloped and rocky with dense stands of scrub-oak, making access to areas adjacent to A-25 difficult. The project area (Sheet 2) is partially on private land and partially on State of New Mexico land.

This project involves drilling and grouting in underground voids to prevent further subsidence of A-25; and surface restoration and re-seeding of disturbed areas. The project will include the following work:

- There are four subsidence features within the travelled way of A-25 suggesting that the road alignment has mine related voids underneath. Closure of the subsidence features and providing additional support to A-25 will include:
 - Construct Support Pillars in Mine Workings: Establish support pillars in the encountered mine workings using forty-two (42) drilled boreholes, with a spacing of 10 to 20 feet, on center, near the subsidence features and approximate known mine workings, and 30 feet, on center, along the remaining road segments. Drilling will occur along approximately 810 feet of the A-25 road alignment to support the partially collapsed underground mine workings, at approximate depths ranging from 20 to 100 feet below the ground surface. Proposed drill hole locations are shown on Sheets 4 and 5. The goal of the drilling and grouting work is to address the A-25 subsidence features, map voids under the road alignment, and to support those voids with grout pillars to stop additional subsidence and stabilize the road.

- The amount of drilled boreholes that are expected to encounter rubble or void space due to the room and pillar design of the mine is unknown at this time due to uncertainty about the exact position and orientation of the mine workings. Boreholes that do not encounter rubble or void space will not require casing or support grout. Approximately 3,000 linear feet of drilling is expected, and approximately 1,400 linear feet of casing will be required for this task. It is estimated that the volume of grout to construct the pillars will be approximately 460 cubic yards (CY) (355 CY + 30% contingency).
- Boreholes shall be drilled through the mine workings horizon (as determined by the Engineer at each bore hole location) and five feet into the floor below the workings. Casing shall initially be set three feet above the mine floor of each hole (as determined by the Engineer) for the initial grout stage. Each grouting stage is considered complete after reaching the pressure cut off, volume cut off, other listed cut off condition, or if determined complete by the Engineer. After grouting the initial stage, the casing will be pulled up three feet for each successive stage; grout stages shall continue to a point when the casing is at least five feet above the mine workings or rubble. When a hole has met the criteria for the completion of grouting, the casing shall be removed, gravity fed grout will be used to backfill the hole to the appropriate depth from surface, and imported base course material shall be used to fill the remaining hole space to restore the hole to appropriate surface conditions. Surface restorations cover the surface expression of the drill hole and are not meant to address A-25 as a whole. The Contractor shall note that timbers were used to support the mine workings and that pieces of wood may be recovered during drilling. The Contractor shall expect to encounter timbers in various states of degradation. Grouting shall be within the limits indicated on the project plans to meet the acceptance criteria presented in Section 03020 of these Specifications.
- The bore holes and support pillars will be constructed as shown on Sheet 6.
- The Contractor will hand seed and mulch disturbed areas and staging areas. The A-25 road surface, including staging areas on the road surface, will not be seeded and mulched. In total 0.25 acres are expected to be seeded and mulched. A mix of native seeds will be used for reseeding, and a local woody mulch that is weed-free certified will be used to stabilize the ground surface.

Table I, below, summarizes the scope of the project and includes the estimated amount of material needed to make the improvement.

Demobilization shall be conducted in such a manner to ensure that the Contractor leaves all project areas in as good or better condition than before disturbance. All trash, refuse, and waste shall be removed from the project site and disposed of accordingly, including drill cuttings and excess materials from drilling and grouting operations. All disturbed areas including the A-25 road surface shall be restored to pre-construction condition as determined by the Project Engineer.

**TABLE I
PROJECT SUMMARY INCLUDING MINE FILL VOLUME ESTIMATES**

The mine fill volume estimates are provided only for the information of the Potential Bidder. The Abandoned Mine Land Program makes absolutely no guarantee of their accuracy or precision. Volume estimates are of the material that may be required to create grout pillars within mine cavities and adjacent areas as indicated, including an allowance for shrinkage and irregularities.

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 (March 1 – July 1)**, 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.

AML FEATURE NUMBER	TYPE OF MINE FEATURE	APPRX. DIMENSIONS (FEET)	QNTY / VOLUME	WORK REQUIRED / COMMENTS
Subsidence Areas and the A-25 Road Alignment	Subsidence Features and Underground Mine Workings	See Drawing Sheet 3	210 Lin ft	Alluvial drilling operations.
			2,730 Lin ft	Rotary drilling operations.
			460 YD ³	Grouting operations to inject support grout.
Site-wide	Not Applicable		¼ Acre	Application of mulch and seed mix on disturbed areas adjacent to roadway and staging areas..

01011 – SUMMARY OF PROJECT AND CONSTRUCTION ACCESS

The project site consists of subsidence due to historic underground mining along Colfax County Road A-25. During investigation of the subsidence features, 3 dangerous open mine adits were also discovered. Project activities and the methods and time restrictions for mitigation are summarized in Table I.

To the maximum extent practicable, construction access is limited to County Road A-25 except as otherwise shown, specified, or allowed by the Engineer.

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. No construction disturbances (including excavation, fill and stockpiling of construction materials) or moving of artifacts shall take place unless directly specified in design documents. The Project Manager or Project 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.

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 (March 1 to July 1), 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 Project Engineer at least one month prior to commencement of construction to coordinate this survey or three weeks prior to Notice to Proceed. Failure by the Contractor to timely coordinate a preconstruction migratory bird survey may impact the Contractor's schedule and no additional time or compensation will be granted. Following receipt of NTP, the Contractor shall be responsible for maintaining nest free conditions in construction-impacted areas. The Contractor shall comply with the requirements of the Migratory Bird Treaty Act (MBTA), the United States Fish and Wildlife Service (USFWS), and shall not cause harm or harassment to migratory birds.

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

01013 – Unmarked Human Burials

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

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

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

01015 – CONTRACTOR'S USE OF THE PREMISES

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

01025 – MEASUREMENT AND PAYMENT

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

01027 – APPLICATIONS FOR PAYMENT

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

Braden Belliveau
Mining and Minerals Division
Energy, Minerals, and Natural Resources Department
State of New Mexico
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

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.

Lump Sum Prices

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

A. Mobilization and Demobilization

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

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

Payment for mobilization/demobilization shall include all equipment, fees, fuel, insurance, labor, permits, personnel, supervision and transportation to assemble, drive, operate, place, position, provide security measures for, and transport equipment, field offices, fuel, implements, machinery, materials, temporary sanitary facilities, and support facilities to and at the job site in

conformance with the Project Manager's directives and these Specifications. This amount shall include complete mobilization/demobilization no matter how often equipment is transported to individual sites within the project area.

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

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

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

Unit Rate Prices.

A. Drilling Operations

Payment for alluvial and rotary drilling will be made at the respective linear foot price shown in the Bid Form. This price shall include all work necessary to complete drilling operations in accordance with the drawings and specifications. This work shall include the tasks necessary to setup on a bore hole location; case the upper portion of a hole to prevent any unconsolidated materials present from sloughing into the hole (alluvial drilling only); provide incremental cuttings samples; drill to the necessary depths for each hole (rotary drilling only); and includes all equipment, labor, material, and supervision costs necessary to complete construction.

B. Grout Injection Pipe

Payment for work associated with the grout injection pipe shall be made at the linear foot price shown in the Bid Form. This price shall include all work necessary to complete the installation and removal of grout injection pipe in accordance with the drawings and specifications. This work shall include the tasks necessary to install the grout injection pipe; ensure the pipe is clear of any obstructions; remove the injection pipe after grout injection is completed; wash out the injection pipe to ensure no grout is allowed to build up on the equipment; and includes all equipment, labor, material, and supervision costs necessary to complete construction.

C. Pump Set Up

Payment for pump set ups shall be made per feature at the price shown in the Bid Form. This price shall include all work necessary to set up for grout injection on each hole in accordance with the drawings and specifications. This work shall include the tasks necessary to move all necessary equipment to the new location; set the casing to the appropriate first stage depth; set up

all grout flow monitoring equipment; set up all ground level monitoring equipment; and includes all equipment, labor, material, and supervision costs necessary to complete construction.

D. Backfill and Surface Restorations

Payment for backfill and surface restoration work shall be made per feature at the price shown in the Bid Form. This price shall include all work necessary to backfill and restore the surface conditions of a completed hole in accordance with the drawings and specifications. This work shall include the tasks necessary to gravity feed backfill grout into the open, completed holes to the appropriate depth; fill and compact the remaining hole space with base course material; and includes all equipment, labor, material, and supervision costs necessary to complete construction.

E. Pillar Support Grout

Payment for pillar support grout work shall be made per cubic yard of grout injected at the price shown in the Bid Form. This price shall include all work necessary to inject support grout in accordance with the drawings and specifications. This work shall include the tasks necessary to inject grout at the appropriate depths and pressures; monitor pressure, pumping rates, and the volume of grout injected; flush and waste water runoff controls; monitor for ground movement; complete all necessary grout material testing; and includes all equipment, labor, material, and supervision costs necessary to complete construction.

F. Hand Seeding and Mulching

The unit of measurement for payment for seeding will be per square foot, as measured in the field, parallel to the seeded surface using methods acceptable to the Engineer. Payment for seeding will be made at the unit price of the Contractor's bid on the Bid Form multiplied by the number of units installed. This price shall include soil preparation; raking topdressing; incorporating specified soil amendments; mulch; seeding by broadcasting; and includes 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 not on the A-25 road surface must be seeded/revegetated. Disturbed areas may include but are not limited to: areas used for office (as necessary) and sanitation units; equipment parking; stockpile and storage areas; and service areas.

G. Road Repairs

Payment for road repairs shall be made per instance of improvement to address damage from heavy traffic. Road repairs shall be made to county road A-25 when requested by the Engineer based on existing damage from heavy construction traffic and the remaining construction needs. Payment for road repairs will be made at the unit price of the Contractor's bid on the Bid Form multiplied by the number of rounds of road repairs required. This price shall include surface prep, road base material, compaction, and includes all equipment, labor, material and supervision costs necessary to complete the required road repairs.

01030 – ALTERNATES

Whenever equipment or materials are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, the Project Engineer may accept equipment or materials of other suppliers if the Contractor submits sufficient information to allow for adequate determination that the equipment or materials proposed are equivalent or equal to that named.

01035 – MODIFICATION PROCEDURES

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

01036 – CHANGE ORDER PROCEDURES

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

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

01040 – COORDINATION

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

01041 - PROJECT COORDINATION

The Project Engineer will send the Contractor Notices to Proceed, Change Orders, other contract documents, and approvals on Applications for Payment. The Project Manager or Project Engineer may issue a Suspension of Work Notice if there is reasonable basis to believe that the Contractor is violating any condition or term of the contract or specifications, or that violations of health and safety standards will occur unless such notice is issued. No work shall proceed until the Suspension of Work Notice has been vacated.

01042 – MECHANICAL AND ELECTRICAL COORDINATION

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

01043 – JOB SITE ADMINISTRATION

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

01050 – FIELD ENGINEERING

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

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

the position of the marks established with reference to the position of the original work. The surveys or measurements made to connect the reference marks with the original mark shall be of at least the same order of precision as the original survey. The developed data shall be certified by a licensed surveyor and submitted to the AML.

01060 – REGULATORY REQUIREMENTS

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

01090 – REFERENCES

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

01092 - ABBREVIATIONS

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

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AML	Abandoned Mine Land Program of MMD
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
ATSA	American Traffic Services Association
AWS	American Welding Society
CFR	Code of Federal Regulations
CO	carbon monoxide
CO ₂	carbon dioxide
CPR	cardiopulmonary resuscitation
CRSI	Concrete Reinforcing Steel Institute
EMNRD	Energy, Minerals, and Natural Resources Department (state)

FQCR	Field Quality Control Representative
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
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. Field quality control representative (FQCR) The individual given specific quality inspection tasks by the AML Program identified in the project Specifications.
9. gob pile A pile of heap mine refuse on the surface.
10. incline A shaft not vertical; usually on the dip of a vein.
11. 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.
12. lining The brick, concrete, cast iron, or steel casing placed around a tunnel or shaft as a support.
13. loading chute A three-sided tray for loading or for transfer of material from one transport unit to another.
14. portal Any entrance to a mine.

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| 15. red dog | Material of a reddish color resulting from the combustion of shale and other mine waste dumps on the surface. |
| 16. 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. |
| 17. spoil | The overburden or on-ore material removed in gaining access to the ore or mineral material in surface mining. |
| 18. stope | An excavation in which ore has been excavated in a series of steps. |
| 19. stull | A timber prop set between the walls of a stope, or supporting the mine roof. |
| 20. subsidence | A sinking down of a part of the earth's crust. |
| 21. talus | A heap of coarse rock waste at the foot of a cliff. |
| 22. tipple | 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. |
| 23. 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 AREA PROCEDURES

This project requires construction work in, around, and over hazardous and unprotected mine shafts, stopes, 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 the Contractor's equipment, equipment operations, personnel, and safety procedures to prevent accidents and injuries.

Before entry, the Contractor shall review safety procedures with all persons entering the mine. At least one standby person shall remain outside the mine during entry by others. The

standby person(s), whenever possible someone who is trained in CPR and mine rescue procedures, shall have access to first aid, appropriate rescue equipment, and a vehicle and shall know where the nearest telephone / cell service for emergency calls is found. A communication system shall be established between the person(s) working inside the mine and the standby person(s) outside.

All persons entering the mine opening shall wear appropriate clothing and carry appropriate gear, including, as required for the conditions present, harnesses, head, hand and foot protection, life lines, respirators or self-contained breathing apparatuses, and other special equipment. Proper ventilation and adequate lighting at the workplace inside the mine entry shall be provided. The Contractor shall review with their workers and personnel the use of hazardous chemicals or materials, electrical power, or internal combustion engines inside mine entries for safety precautions and procedures.

The Contractor is fully responsible for construction safety and shall keep the Project Manager informed of his 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. The 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 inside mine openings and even experienced miners have been killed or harmed by entering areas containing them. CO (product of combustion) cannot be readily detected and is lethal in very small amounts. The Contractor shall follow the following and other appropriate hazardous bad air procedures.

An oxygen meter shall be used to test air before and while any personnel work inside a mine opening. The oxygen meter shall be a National Mine Service (NMS) OX231 oxygen meter or equivalent. The oxygen meter shall continuously monitor oxygen levels and have an audible warning signal. If the oxygen level falls below 19 percent, all personnel shall withdraw from the working area in the mine until the oxygen content increases to safe levels.

Any remedy for increasing oxygen content of the working area or providing ventilation from the surface shall be determined in consultation with the Project Manager.

Adit Cave-ins

Cave-ins are a danger in any abandoned mine. 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 adits.

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 laborers. 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.

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 cause injury or death to persons entering these features. Rescue operations of a fallen person can also be extremely hazardous.

01170 - INDUSTRIAL WASTES AND TOXIC SUBSTANCES

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

01200 – PROJECT MEETINGS

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

01210 - PRECONSTRUCTION CONFERENCES

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

01220 - PROGRESS MEETINGS

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

01300 – SUBMITTALS

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

01310 - PROGRESS SCHEDULES

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

01320 - PROGRESS REPORTS

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

01330 – HEALTH AND SAFETY PLAN

The Contractor shall prepare a Health and Safety Plan (HASP) detailing the site-specific hazards and safety precautions associated with site work. The HASP shall comply with OSHA standards and shall include a list of responsible persons, hazard identification, hazard controls and safe practices, emergency and accident response, employee training requirements, SDS, and communication information and procedures.

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

- Where, how, and to what sources of Covid-19 site personnel might be exposed.
- Non-occupational risk factors at home and in community settings.

- Workers' individual risk factors (e.g., older age; presence of chronic medical conditions, including immunocompromising conditions; pregnancy).
- Controls necessary to address these risks.
- Basic infection prevention measures.
- Policies and procedures for prompt identification and isolation of sick people.
- Workplace controls for reducing the risk of Covid-19 spread in the workplace.

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

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

The Contractor shall submit a draft of the HASP to the Project Engineer for review and comment a minimum of one month before mobilization to the site. The Contractor shall finalize the HASP and submit a final copy to the Project Engineer a minimum of 10 days prior to beginning work on the project site.

01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

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

Engineering data and shop drawings covering all equipment and fabricated materials shall be submitted to the Project Engineer for review and comments. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; and performance characteristics and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

01380 - CONSTRUCTION PHOTOGRAPHS

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

01400 – QUALITY CONTROL

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

01405 - CONTRACT QUALITY CONTROL

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

01410 - TESTING LABORATORY SERVICES

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

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

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

The Project Manager will determine the exact time and location of field sampling and testing. The Project Manager or Project Engineer may require additional sampling and testing as necessary to assure that materials conform to the contract documents. The Contractor shall pay the

costs of any retesting or re-sampling required when initial tests or samples fail to meet the specified requirements.

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

01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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

01505 – MOBILIZATION AND DEMOBILIZATION

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/demobilization 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 Bid Item No. 1, Mobilization/Demobilization, 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 once a week, 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 bats and owls, that may be in the area of nearby former mine features are protected, and this subsidence mitigation project shall not adversely affect them. Shooting at and chasing wildlife is prohibited.

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 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

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.

The Contractor shall advise the Project Manager and obtain prior approval every time any road base material, compaction, or general road improvement work is required to address the impacts of heavy traffic due to construction. Road repairs will be completed as necessary to facilitate access of concrete trucks and other necessary construction equipment.

01560 – TEMPORARY CONTROLS

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

01561 - CONSTRUCTION CLEANING

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

01562 - DUST CONTROL

The Contractor shall take all necessary measures to control dust emanations from the construction equipment. The Contractor shall assure that the equipment used in the contract work is fitted with all standard dust control devices. To maintain the health and safety of project personnel, dust control measures at this site shall comply with all local, state, and federal health and safety regulations. The Contractor shall be prepared to begin dust control measures anytime at the request of the Project Manager. Water for dust control shall be distributed in sufficient quantity and at proper times by water truck(s) equipped with spray bars, cannons, and hoses (of sufficient lengths) approved by the Project Manager. The quantity of water required and the

frequency of watering shall be dependent upon the weather and the site's surface conditions and may vary throughout the project duration.

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

01564 - NOISE CONTROL

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

01565 - FIRE PREVENTION AND SAFETY AWARENESS

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

Examples of precautionary measures might be:

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

Examples of resources and procedures might be:

1. Implement a Hot Work Permit process to be issued for each hot work event.
2. Maintain adequate fire extinguishers, water tanks, sprayers, and other equipment at the work site that would enable personnel to immediately extinguish any accidental ignition.
3. Have personnel observe the work area while welders are operating (welders cannot see where the sparks are falling when the welder is under the welding hood).
4. Assign an individual to be responsible for the area being "safe" (no hot sparks, iron is cold) before leaving the work site.

5. Develop an emergency notification procedure in case the fire incident is or appears to be reaching an out-of-control status.

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

01566 – PUBLIC SAFETY

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

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

01570 – TRAFFIC REGULATION

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

01572 – FLAGGERS

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

01574 - HAUL ROUTES

The Contractor shall consult with the authority having jurisdiction in establishing public thoroughfares to be used for haul routes and site access. Any damage to the site access road from driving on wet/muddy surface shall be repaired at the end of the project, or as necessary throughout the project to maintain contractor and public access to the site, as directed by the project engineer.

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 (10) working days after the receipt via certified mail of the NTP or within five days after the Contractor initially mobilizes to the project site, whichever happens 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 shall provide the project title, project number, and other data within the box as appearing on the Title Page of this document. The lettering shall be a minimum of two-inch tall Tahoma font, with project name shown in bold font, and with capitalization and word organization as shown 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. Any costs connected to the construction, painting, erection, and later removal of the sign should be covered under Bid Item No. 1, Mobilization/Demobilization, on the Bid Form.

Sample of Sign:

<p>[PROJECT TITLE]</p> <p>[Nearest Municipality], [County], New Mexico</p> <p>PROJECT NO. EMNRD-MMD-####-##</p> <p>PLEASE PARDON THE INCONVENIENCE WE ARE PERFORMING MINE RECLAMATION SERVICES PLEASE AVOID AREAS IMPACTED BY WORK ACTIVITIES</p> <p>WORK AUTHORIZED BY: ABANDONED MINE LAND PROGRAM, MINING AND MINERALS DIVISION ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT STATE OF NEW MEXICO</p> <p>EMNRD PROJECT MANAGER: ##### CONTRACTOR: ##### CONTACT NUMBER: (505) ###-#### CONTACT NUMBER: (###) ###-####</p>
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Portable A-frame folding construction-warning signs shall be provided by the Project Manager and erected on vehicular access routes and hiking trails to the project site. The Contractor shall provide sandbags for ballast to stabilize the signs against high winds. Folding signs shall be returned to the Project Manager upon completion of the project. Sample of portable folding signs:



01590 – FIELD OFFICES AND SHEDS

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

01600 – MATERIALS AND EQUIPMENT

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

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

01700 – CONTRACT CLOSEOUT

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

01701 - CONTRACT CLOSEOUT PROCEDURES

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

01702 - FINAL Inspection

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

01710 - FINAL CLEANING

After completion of all work, the Contractor shall demobilize and remove all equipment, materials, spills, supplies, and trash from the project site and shall reclaim all areas disturbed by the Contractor's activities. Unless otherwise specified, developed, maintained roads that existed

before commencement of the Contractor's activities need not be reclaimed, but must be left in a condition equal to or better than what existed before the Contractor's activities began. Fences, gates, plants, sod, and other surface materials disrupted by these operations shall be replaced or restored to original or better conditions immediately upon completion of work at the site. This shall include sweeping or cleaning the asphalt pavement on the highway if mud or soil is tracked onto the asphalt from the site access road. Other damage to private or public property shall be immediately repaired. All such cleanup, repair, or replacement work shall be done at the Contractor's expense and to the satisfaction of the Project Manager pending approval of the appropriate public officials and property owners. Payment for Demobilization should be covered under Bid Item No. 1, Mobilization/Demobilization, on the Bid Form.

01720 – PROJECT RECORD DOCUMENTS

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

END OF DIVISION 1

DIVISION 2 – SITEWORK

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

02100 – SITE PREPARATION

02110 - SITE CLEARING

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

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

The Contractor shall remove vegetation outside of the migratory bird nesting season (March 1 – July 1). If any vegetation is to be removed during the migratory bird nest season, the Contractor shall contact the Project Manager four weeks prior to the removal to allow for completion of a migratory bird survey.

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

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

02200 – EARTHWORK

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

02210 - GRADING

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

02212 - DECOMPACTION

Before construction demobilization and following the need for any construction access to the site, the Contractor shall decompact areas compacted by construction activity, including temporary work areas, and staging, storage and parking areas outside of the roadway.

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

02220 - COMPACTING

See Section 02840 – Base Course for base course compaction specifications.

02800 - SITE IMPROVEMENTS

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

02830 - FENCES

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

I. General

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

II. Wire Fence

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

A. Wire

All fences shall consist of six wires spaced as indicated.

Barbed wire shall conform to ASTM A121 Class 1 or 3 coating and shall consist of two strands of nominal 12 gauge (0.099-inch) coated diameter wire with either 2-point, fourteen gauge

(0.080-inch) diameter barbs spaced approximately four inches apart or 4-point, 14 gauge (0.080-inch) barbs spaced approximately five inches apart. The shape of barbs may be flat, half-round, or round. Instead of galvanizing, the wire may be coated with aluminum alloy at the rate of not less than 0.30 ounces per square foot of wire surface and the barbs at the rate of not less than 0.25 ounces per square foot of wire surface.

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

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

B. Brace Panels and Posts

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

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

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

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

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

C. Fittings

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

III. Construction

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

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

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

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

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

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

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

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

02840 – BASE COURSE

This Work consists of removing, hauling, processing, and placing existing Base Course material.

I. Materials, General

- A. Base Course consists of one (1) or more of the following:
- B. Crushed stone;
- C. Crushed or screened gravel;
- D. Sand;

Base Course does not contain organic matter or other Deleterious Materials, including silt and clay balls.

II. Aggregate Acceptance

The Base Course acceptance will be based on periodic random samples. Unless the Contract specifies otherwise, combine the aggregate Materials in proportions that produce a homogeneous composite blend in accordance with Table II, “Type I Base Course Gradation Band.”

Table II
Type I Base Course Gradation Band

Sieve size	% passing
1.0 inch	100
¾ inch	80-100
No. 4	30-60
No. 10	20-45
No. 200	3.0-10.0

Ensure that at least 50% of the Materials retained on or above the No. 4 sieve have at least two (2) Fractured Faces when evaluated in accordance with AASHTO T-335, “Determining the Percentage of Fracture in Course Aggregate”. Provide Base Course from a material source with a maximum AI of 35 when calculated in accordance with Section 901, “QUALITY CONTROL/QUALITY ASSURANCE (QC/QA),” a maximum LL of 25, and a maximum PI of 6. Determine the AI for the untreated natural aggregate source.

III. Construction Requirements

A. Mixing and Placing

Mix the Base Course Material to a homogenous mixture. Place maximum six (6) inches (compacted) lifts, unless specified otherwise. Do not place on frozen Subgrade. Compact Base Course to at least 96% of maximum density with rammer/jumping jack compactor to the acceptance of the Engineer.

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

The loose thickness of each layer of Base Course material before compacting shall not exceed 8 inches, except as approved by the Project Manager. Any rock greater than 1 inch in any dimension shall be removed from the fill material prior to compaction.

B. Removing and Processing Base Course

Minimize contamination of Base Course Material when removing it from the Roadway.

C. Acceptance

Base Course Materials will be accepted based on samples taken in accordance with minimum testing requirements after placement but before compaction. Acceptance will be in accordance with Section 02840. If necessary, re-work the Base Course until all requirements are met.

IV. Method of Measurement

The cubic yardage of the Base Course used will be based on the amount delivered. No additional payment shall be made for stockpiled or excess material. Where not all delivered Base Course Materials are used, the cubic yardage shall be determined based on the road area covered and depth of coverage.

V. Basis of Payment

The accepted quantities of Base Course will be paid as determined in the Acceptance section of Section 02840.

Pay Item	Pay Unit
Imported Base Course	Cubic Yard

02900 - LANDSCAPING

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

02920 – SOIL PREPARATION / SURFACE ROUGHENING

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

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

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

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

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

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

02921 - TOPDRESSING

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

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

02930 - GRASSES

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

02933 - SEEDING

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

I. Seeding Time

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

II. Seed Species and Mixtures

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

III. Seeding Methods

A. Broadcasting

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

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

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

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

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

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

B. Completion

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

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

C. Seeding Rates

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

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

**TABLE III
SEED MIX**

Class	Plant Species (Common Name/Scientific Name)	Pure Live Seed (pounds per acre)
Graminoid	Western Wheatgrass (<i>Pascopyrum smithii</i>)	5.60
	Arizona Fescue (<i>Festuca arizonica</i>)	1.60
	Indian Ricegrass (<i>Achnatherum hymenoides</i>)	0.80
	Alkali Sacaton (<i>Sporobolus airoides</i>)	0.20
	Sand Dropseed (<i>Sporobolus cryptandrus</i>)	0.10
	Green Needlegrass (<i>Nassella viridula</i>)	0.76
Forb	Blue Flax (<i>Linum perenne</i>)	0.40
	Western Yarrow (<i>Achillea millefolium</i> var. <i>occidentalis</i>)	0.10
	Rocky Mountain Penstemon (<i>Penstemon strictus</i>)	0.10
	Yellow Prairie Coneflower (<i>Ratibida columnifera</i>)	0.10
	Purple Prairie Clover (<i>Dalea purpureum</i> var. <i>Purpureum</i>)	0.10

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

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

02940 – MULCHING

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

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

The rate of application of woody mulch shall be 140 to 160 cubic yards per acre (approximately 1-inch thick after spreading).

02955 – SALVAGE OF NATIVE PLANTS

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

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

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

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

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

02990 - SUBMITTALS

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

- Materials:
 - Grout
 - Fill materials
 - Fencing and accessories
 - Signs
 - Signposts
 - Sign fasteners
 - Seed mix
 - Mulch
- Excavation Plan (Section 02222)
- Shop Drawings
 - Signs

END OF DIVISION 2

DIVISION 3 – DRILLING AND GROUTING

03001 – GENERAL REQUIREMENTS

I. Introduction

Drilling and grouting involves the injection of a low-slump, mortar-like grout into encountered void space to form support pillars that contact the mine floor and intact rock above. The grout will not be pushed out to fill all available void space but supports the mine roof by forming a homogeneous grout pillar or cone that contacts intact rock above.

II. Intent

The intent of the compaction grouting specified herein is to:

- A. Create pillars in the underground mine workings to support the overlying rock.
- B. Provide support and mitigate future subsidence issues along the A-25 road alignment within the limits indicated on the plans.

III. Standards and References

The most recent version of the following testing methods or standards may be employed:

- 1. ASTM C33 Standard Specification for Concrete Aggregates
- 2. ASTM C94 Standard Specification for Ready-Mixed Concrete
- 3. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- 4. ASTM C1064 Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
- 5. ASTM C172 Standard Practice for Sampling Freshly Mixed Concrete
- 6. ASTM C143 Test Method for Slump of Portland Cement Concrete

7. ASTM C138 Standard Test Method for Density (Unit Weight) and Yield
8. ASTM C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field
9. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
10. ASTM C150 Compliance Standard for Portland Cement
11. ASTM C494 Standard Specification for Chemical Admixtures for Concrete
12. ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
13. ASTM D698 Standard Proctor Compaction Test

Reference documents as provided to the Contractor shall include:

1. Project Specifications.
2. Project drawings.
3. Project site characterization and mitigation recommendations report.
4. Contract documents.

IV. Drilling and Grouting Sequence and Scope

Drilling and grouting work shall be performed as specified in Section 01010. The drilling and grouting tasks are repeated below:

Construct Support Pillars in Mine Workings: Establish support pillars in the encountered mine workings using forty-two (42) drilled boreholes, with a spacing of 10 to 20 feet, on center, near the subsidence features and approximate known mine workings and 30 feet, on center, along the remaining road segments. Drilling will occur along approximately 810 feet of the A-25 road alignment to support the partially collapsed underground mine workings, at approximate depths ranging from 20 to 100 feet below the ground surface. Proposed drill hole locations are shown on Sheets 4 and 5. The goal of the drilling

and grouting work is to address the A-25 subsidence features, map voids under the road alignment, and to support those voids with grout pillars to stop additional subsidence and stabilize the road.

The amount of drilled boreholes that are expected to encounter rubble or void space due to the room and pillar design of the mine is unknown at this time due to uncertainty about the exact position and orientation of the mine workings. Boreholes that do not encounter rubble or void space will not require casing or support grout. Approximately 3,000 linear feet of drilling is expected, and approximately 1,400 linear feet of casing will be required for this task. It is estimated that the volume of grout to construct the pillars will be approximately 460 cubic yards (CY) (355 CY + 30% contingency).

Boreholes shall be drilled through the mine workings horizon (as determined by the Engineer at each bore hole location) and five feet into the floor below the workings. Casing shall initially be set three feet above the mine floor of each hole (as determined by the Engineer) for the initial grout stage. Each grouting stage is considered complete after hitting the pressure cut off, or if determined complete by the Engineer. After grouting the initial stage, the casing will be pulled up three feet for each successive stage; grout stages shall continue to a point when the casing is at least five feet above the mine workings or rubble. When a hole has met the criteria for the completion of grouting, the casing shall be removed, gravity fed grout will be used to backfill the hole to the appropriate depth from surface, and imported base course material shall be used to fill the remaining hole space to restore the hole to appropriate surface conditions. The Contractor shall note that timbers were used to support the mine workings and that pieces of wood may be recovered during drilling. The Contractor shall expect to encounter timbers in various states of degradation. Grouting shall be within the limits indicated on the project plans to meet the acceptance criteria presented in Section 03030 of these Specifications.

In connection with the compaction grouting program, as shown on the drawings, the Contractor shall provide all labor, materials, water and equipment to accomplish the following items of work:

- a. Implement ground movement monitoring system.
- b. Install and remove grout casing.
- c. Furnish and inject support grout.
- d. Monitor surface ground movements during grouting operations.
- e. Implement site environmental and safety controls including grout contact, flush and wastewater runoff controls.

V.

03010 – DRILLING EQUIPMENT

I. Drilling Equipment

- A. The Contractor shall supply drilling equipment capable of drilling efficiently through various subsurface conditions to the depths necessary to meet the project objectives. The drilling equipment must be capable of drilling to a minimum depth of 200 feet. The drilling equipment shall be capable of air rotary drilling or another method approved by the Project Engineer.
- B. The drilling equipment must be capable of drilling holes with a large enough diameter to accommodate the necessary grout casing. The hole diameter must allow for the installation and lifting of casing with relative ease.
- C. Any alluvial casing used shall be of a large enough diameter to accommodate the necessary grout casing.
- D. The drilling equipment used shall be capable of returning cuttings by air circulation at 5-foot increments.
- E. The Contractor shall keep enough drill steel on site to avoid slowing down operations should some drill steel be lost downhole.

03020 – GROUTING EQUIPMENT AND MATERIALS

I. Grouting Equipment

- A. The Contractor shall supply equipment capable of advancing the grout casing to the specified depth or as required to meet the project objectives.
- B. The Contractor shall supply all equipment required to operate a grouting system capable of supplying the specified grout at variable pressures, measured at the pump, up to 400 psi (2758 kPa) and at rates of 0.5 to 9 cubic feet (0 to 0.25 cubic meters) per minute, as required to suit the application.

- C. The mixer shall be a continuous auger type to ensure complete uniform mixing of the materials used and shall be of sufficient capacity to continuously provide the pumping unit with mixed grout at its normal pumping rate. The mixer must be capable of volumetrically proportioning the grout materials. Ready mixed grout is also acceptable with an approved mix design.
- D. The Contractor shall provide gauges or other instrumentation (measuring devices) to continuously measure and record:
 - 1. Grout pressure at or close to the top of the injection casing.
 - 2. Flow rate of grout.
 - 3. Volume of grout injected.
- E. The Contractor shall supply and implement ground surface movement monitoring equipment whenever grouting is taking place.
- F. An adequate communication system shall be maintained between the pumping and batching plant and the injection location.

II. Casing

- A. Casing and connections shall be steel casing of adequate strength to maintain the hole and to withstand the required jacking and pumping pressures. The casing shall be at least 2.0 inches (50 mm) inside diameter in order to adequately handle the specified low slump material without plugging. All casing shall be flush joint threaded or a single piece tubing to provide a smooth inner wall and unobstructed inside diameter. It shall be the Contractor's responsibility to install casing that does not detrimentally impact the grouting procedure.
- B. The Contractor shall keep enough casing on site to avoid slowing down operations should some be lost downhole.
- C. Casing shall be installed such that grout material will not travel in the annulus area between the casing and adjacent ground and escape at the surface when pumped.

III. Grout Materials

- A. Portland Cement (ASTM C150)
- B. Fine aggregate shall be sand with a fines content (percent passing No. 200 sieve) of not less than 10 percent and not more than 30 percent. Natural fines may be supplemented with fly/ash, slag cement, bentonite, or aggregate washings.
- C. Proportions of the mixture shall be required to achieve a pumpable mix with not less than 3 inch and not more than 6 inch (75 to 150 mm) slump with a 0 percent bleed, and a stiffening time of greater than four hours. The requested slump shall be determined by the Engineer for each individual grout bore hole based on the downhole conditions. Open void space shall use a lower slump, down to 3 inch, and rubble shall use a higher slump, up to 6 inch.
- D. The 28-day compressive strength of the grout will not be less than 1,000 psi (6895 kPa).
- E. Upon discharge into the pump hopper or holding tank, the grout must be continuously agitated. Mixed grout may not be held in the agitator for more than 1.5 hours unless a set retarder, approved by the AML Program's representative, is used.
- F. The Contractor shall not use grout for injection as support grout if more than 2 hours have passed since it was batched (or since water was mixed in with cement).

03030 – EXECUTION

I. Site Examination and Schedule

- A. Prior to submitting a bid price for the compaction grouting, the Contractor shall conduct a site inspection.

II. Drilling

- A. The plans show drill hole spacing at approximately every 10 feet, every 20 feet, or every 30 feet by zone depending on the existing subsidence area, and existing mine map (Sheet 4). The drill hole spacing shown on the plans may be

adjusted by the Engineer based on the subsurface conditions encountered. The Engineer may adjust the boring locations to better predict void spaces based on how the void findings correspond to the mine map. The Engineer may adjust the boring locations to ensure adequate protection of the active subsidence area. Drill hole locations may be added or eliminated.

- B. If the material encountered at the surface before bedrock may slough into the hole, the Contractor shall use alluvial casing to the necessary depth to keep the hole open. This will be considered alluvial drilling and the length of alluvial drilling is determined by the length of alluvial casing installed. Alluvial casing shall not be installed in bedrock. If the Contractor is unable to remove alluvial casing from a hole it shall be cut off at least 18 inches below the surface before the hole receives a surface restoration.
- C. The Contractor shall provide cuttings samples via air return at 5-foot increments from the ground surface through the full depth of the hole, or until circulation is lost. Every effort should be made to ensure that the cuttings samples are representative of the 5-foot increment they are collected for.
- D. The downhole conditions encountered by drill holes shall be categorized by the Engineer as:
 - 1. Abandoned – the drill hole was not drilled to completion.
 - 2. Pillar – the drill hole encountered an intact section of the target coal seam.
 - 3. Void fill – the drill hole encountered rubble or open void space.
 - a. Drill holes categorized as void fill will require support grout.
- E. The Contractor shall drill a minimum of 5 feet below the mine floor for each hole as called by the Engineer.
- F. The Contractor’s experienced driller will be asked to provide their opinion on the depth to the mine floor, as well as their opinion on the depth to rubble, void space, and/or the top of the coal seam as it applies to each hole drilled. Driller calls should be based on the driller’s experience and perceived transitions between the general subsurface conditions, lower resistance material like coal, irregular rubble zones, and open void space. The drilling rate, cuttings encountered, and continued return of cuttings throughout the hole will also be considered by the on-site engineer when evaluating drill holes.

- G. The Contractor shall provide a drill hole cover for each completed hole. A cover will remain in place over any open hole whenever possible until the hole is backfilled.

III. Grouting

- A. The Contractor shall inject support grout for holes categorized as void fill by the Engineer.
- B. The support grout shall be injected at a stage depth until one of the following occurs (adjustments to criteria 1 and 2 can be submitted for consideration in the Contractor's work plan):
 - 1. The header pressure reaches a reading of 400 psi (2758 kPa) if the depth to injection is 45 feet or greater, 275 psi (1896 kPa) if the depth is between 45 feet and 35 feet, or 250 psi (1724 kPa) if the depth to injection is 35 feet or less.
 - 2. 20 CY of support grout has been injected at that stage depth.
 - 3. Measurable surface ground heave is observed (i.e., displacement of ground surface of greater than 1/8 inch during a grout stage or a maximum cumulative heave of 1 inch).
 - 4. Grout is returned up the annulus.

If criteria 3, cumulative heave of 1 inch is observed, grouting for the hole is considered complete. If the grouting stage completed is 5 or more feet over the top of mine workings or rubble, grouting for the hole is considered complete. If the disturbance, open void, or rubble zone, reaches the surface, as with the subsidence features, the grouting stages will continue until the hole is considered complete by meeting refusal criteria 2 or 3, if the on-site engineer considers the hole completed, or if the last injection stage depth completed is within 5 feet of the surface.

- C. If, for any reason, the Contractor is unable to complete support grouting for a hole before that hole is considered complete by meeting the refusal criteria or by the determination of the Engineer, the hole will be offset by 5 to 10 feet as directed by the on-site engineer and re-drilled.
- D. A ground movement monitoring system must be in place for each hole requiring support grout for the duration of grout injection. The ground movement monitoring system shall be a laser level system with at least 3 reflectors

accurate to a hundredth of a foot (0.01 feet) and all stations within 50 feet of the injection point, or a different system approved by the Engineer. The Contractor shall additionally visually monitor the area for any signs of ground heave.

- E. The Contractor shall ensure the implementation operation of measuring and recording equipment for the duration of grout injection at each hole requiring the support grout. The equipment must accurately measure and record real time data for the grout pressure at or near the wellhead, the flow rate of grout, and the total volume of grout injected per hole.
- F. Grouting will not take place within 10 feet of locations grouted within the previous 12 hours.
- G. For those drilling and grouting locations with 10 feet of spacing, drilling and grouting should be completed every other planned borehole during the course of one workday. Those planned boreholes that are skipped shall be completed the following day.
- H. As support grouting is completed at each location, the Contractor shall backfill the hole with grout. All boreholes, including those that did not encounter void space and therefore did not require support grout, shall be backfilled with grout. Grout used as backfill may be gravity fed without casing.
- I. Surface restorations for each hole will be determined based on the surrounding road surface conditions. If the road surface is bedrock, the Contractor shall backfill the holes with grout to 4 inches from the ground surface and backfill and compact the remaining 4 inches with appropriate base course material up to the ground surface. If the road surface is gravel, the Contractor shall backfill the holes with grout to within 18 inches and up to 4 inches below the ground surface and backfill and compact the remaining distance to ground surface, a maximum of 18 inches and a minimum of 4 inches, with appropriate base course material up to the ground surface.
- B. The location of boreholes will be recorded with global positioning satellite (GPS) survey equipment capable of sub-meter accuracy by the AML Program's representative.

IV. Field Quality Control

- A. All support grouting shall be performed under the inspection of the Field Quality Control Representative (FQCR). The FQCR shall be designated by EMNRD.

- 1. The FQCR shall be certified as a Concrete Field Testing Technician – Grade I through the American Concrete

Institute.

- B. Monitoring and logging of support grouting operations for the production work shall be done by the FQCR. Logging shall include completing grouting field forms, recording materials test results, and any field notes.
- C. The FQCR will follow standard sampling procedures and perform standard temperature, slump, and unit weight tests to verify the Contractor's grout mix, as follows:
 - 1. Temperature, slump, and unit weight tests will be performed:
 - a. at any change in mix design, or
 - b. at least once during each grout shift, or
 - c. once for every 100 cubic yards of grout injected
 - 2. Grout mix proportions and the calculated yield will be checked at least once daily.
- D. The FQCR will follow standard test specimen preparation standards to cast size 4-inch by 8-inch (100 mm by 200 mm) grout test cylinders for strength testing. One set of five cylinders or molds will be cast for each day of grouting operations.
 - 1. Only one set of specimens is required in a day, even if more than 100 cubic yards of grout is injected that day.
 - 2. Test specimens will be stored, collected, and cured in accordance with standard test specimen preparation standards, including all handling by the FQCR and testing facility.
 - 3. Compressive strength testing will be completed in accordance with the standard testing methods.
 - a. Of the test specimens prepared, three will be tested at 28-days for an average compressive strength result, and two will be tested at 7-days for an average compressive strength result.
- E. As detailed in Section 03990, daily records shall be maintained by the Contractor and submitted to the AML Program's representative.

- F. The Contractor shall monitor open and connected holes for the flow of grout if any are available. If the FQCR observes a significant quantity of grout is leaking outside of the grouting area, the Contractor may be asked to stop pumping and allow the grout to set up. Before resuming pumping, the grout may need to be thickened and/or have a reduced setup time.
- G. After completion of the grouting program, the monitoring system and grout casing will be removed, and all holes will be backfilled and receive an appropriate surface restoration.

V. Testing and Inspection

- A. Ground level monitoring and logging of pressure, flow rate, and volume for grouting operations for production work shall be done by the Contractor and The Contractor shall supply all equipment necessary for ground level monitoring and real-time logging of the grouting operations. The monitoring and logging will be observed and documented by the FQCR.
- B. Grout material testing shall be completed by the FQCR. Material testing results will be made available to all parties on site at the completion of the tests.

VI. Restrictions

- A. The Contractor shall be responsible for obtaining any State and municipal permits (if required) and conforming to all State and local regulations.
- B. The Contractor shall avoid all cultural and biological resources designated by AML cultural resources staff including those discovered during construction. The Contractor shall avoid these areas with all equipment, vehicles, foot traffic, and any other ground surface disturbing activities.
- C. The Contractor will be responsible for the delineation of all above and below ground utilities and obstructions.
- D. The Contractor shall be responsible for the disposal of all waste materials generated during construction; including, but not limited to, drill cuttings, grout waste, and wash water.
- E. The contractor shall be responsible for protecting and preserving borehole location markers throughout the drilling and grouting activities until the holes have both received surface restorations and their locations have been recorded

by the on-site engineer.

- F. 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.
- G. Hours of construction shall be between 7:00 AM and 7:00 PM.

03990 – SUBMITTALS

The following shall be submitted to the eProNM by the Contractor with the bid documents:

- 1. A list of at least two previously completed mine subsidence/backfill projects of similar scope within the last 5 years. The list shall include a description of the project, relative size, and contact person with phone number. This is for information only and not to be used to qualify bidders bidding an ITB which is based on the lowest cost.

The following shall be submitted to the Project Engineer by the Contractor two (2) weeks prior to the start of work:

- 1. Resumes of the management, supervisory, and key personnel, for approval by the Project Engineer.
- 2. A ground movement monitoring plan, as detailed in Section 03020 of these Specifications.
- 3. A real-time grout pump monitoring and logging plan, as detailed in Section 03020 of these Specifications.
- 4. A mix design for the project indicating sources and types of grout materials, with volumetric proportions, and field test data from previous projects indicating compressive strength, and slump of 3 to 6 inches (75 to 150 mm) achieved. If the Contractor intends to deviate from the gradation provided in Section 03020 of this specification, it shall submit, with the bid, evidence of satisfactory use of the proposed material from past projects with similar conditions.
- 5. Work procedures and control criteria (including volumes and pressure for each stage).
- 6. A general Work Procedures Plan outlining the spacing, location, depth and quantity of grout to achieve the specified

criteria detailed in Section 03030 of this specification.

The following shall be submitted to the AML Program's representative by the Contractor during the work:

1. Accurate daily records of weather conditions, all hours worked, drilling footage, drill hole categorizations, grout casing installation, grouting quantities, including stage data, volume, pressure and depth for each grout location.
2. A weekly summary of work completed and construction progress, QA/QC activities and test results, problems and resolutions, meetings and discussions held, incidents/accidents/health and safety issues, and construction cost estimate.
3. Any change in the predetermined drilling or grouting program necessitated by a change in the subsurface conditions.

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

END OF DIVISION 3

Yankee Canyon County Road A-25 Subsidence Mitigation Project, Colfax County, New Mexico

SHEET NO.	TITLE	REV.	EXPLANATION		ABBREVIATIONS			
1	PROJECT SITE LOCATION AND ACCESS MAP	2			APR	AREA OF PROBABLE EFFECT	EX.	EXISTING FEET
2	INDEX OF SHEETS AND EXPLANATION	2			Ø	DIAMETER	FT. AMSL	FEET ABOVE MEAN SEA LEVEL
3	SITE VICINITY MAP AND BID FORM	2			CMP.	CORRUGATED METAL PIPE	MIN.	MINIMUM
4	EXISTING SITE AREA MAP	2			DIM.	DIMENSION	REQD.	REQUIRED
5	PROPOSED DRILL HOLE LOCATIONS	2			EA.	EACH	SHT.	SHEET
6	PROJECTED DEPTH TO COAL SEAM PLAN VIEW AND CROSS-SECTION	2			EL./ELEV.	ELEVATION	TYP.	TYPICAL
	GROUT PILLAR TYPICAL CONSTRUCTION DETAIL	2						

INDEX OF SHEETS

SHEET NO.	TITLE	REV.
1	PROJECT SITE LOCATION AND ACCESS MAP	2
2	INDEX OF SHEETS AND EXPLANATION	2
3	SITE VICINITY MAP AND BID FORM	2
4	EXISTING SITE AREA MAP	2
5	PROPOSED DRILL HOLE LOCATIONS	2
6	PROJECTED DEPTH TO COAL SEAM PLAN VIEW AND CROSS-SECTION	2
	GROUT PILLAR TYPICAL CONSTRUCTION DETAIL	2

EXPLANATION

- STATE HIGHWAY
- EXISTING A-25 ROAD CENTERLINE (APPROXIMATE)
- EXISTING SURFACE CONTOUR, 5 FOOT INTERVAL
- EXISTING MASONRY WALL
- EXISTING STRUCTURE
- AREA OF PROBABLE EFFECT (APE) BOUNDARY
- PROPOSED DRILL HOLE LOCATION
- EXISTING ADIT
- EXISTING SUBSIDENCE FEATURES
- EXISTING STORAGE TANK
- SITE ACCESS ROUTE
- DENTON MINE UNDERGROUND WORKINGS
- INTERSTATE HIGHWAY
- PROPOSED STAGING AREA

NOTES:

1. GENERAL:
 - A. CONTRACTOR SHALL CALL NEW MEXICO "CALL BEFORE YOU DIG" AT (800) 321-2537 OR 811 PRIOR TO INTRUSIVE ACTIVITIES TO LOCATE ON-SITE UTILITIES. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES. THE ENGINEER AND OWNER DO NOT MAKE ANY REPRESENTATIONS AS TO EXISTENCE OR NON-EXISTENCE OF UTILITIES WITHIN THE APE.
 - B. THE CONTRACTOR'S PERSONNEL SHALL NOT BE ALLOWED TO MAINTAIN RESIDENCES ON SITE.
 - C. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE APE. THE CONTRACTOR SHALL RECLAIM OR REPAIR ALL DISTURBANCES CREATED OUTSIDE THE APE BY THE CONTRACTOR'S EMPLOYEES OR SUBCONTRACTORS AT THE CONTRACTOR'S EXPENSE. DISTURBANCE OUTSIDE OF THE APE SHOWN ON THE SITE PLANS WILL NOT BE ALLOWED.
 - D. THE CONTRACTOR SHALL USE EXISTING ACCESS ROADS FOR EQUIPMENT, PERSONNEL, AND MATERIALS TRANSPORTATION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO ACCESS ROADS AND IMPROVEMENTS CAUSED BY THE CONTRACTOR.
 - E. QUANTITIES SHOWN ARE ESTIMATES FOR BIDDING PURPOSES ONLY.
 - F. NO OTHER ACCESS TO THE SITE IS ALLOWED WITHOUT PERMISSION IN WRITING FROM THE ENGINEER AND/OR LANDOWNERS.
 - G. ALL TRASH AND DEBRIS GENERATED BY THE CONTRACTOR SHALL BE DISPOSED OF IN A LICENSED OFF-SITE LANDFILL. TRASH INCLUDES CIGARETTE BUTTS, BOTTLES, WRAPPERS, AND OTHER MATERIALS. TRASH MAY NOT BE BURIED ON-SITE.
 - H. THE CONTRACTOR SHALL DECONTAMINATE ALL EQUIPMENT AND SUPPORT VEHICLES PRIOR TO MOBILIZING TO THE SITE. EQUIPMENT AND SUPPORT VEHICLES SHALL BE FREE OF WEEDS, ORGANIC MATERIAL, AND DIRT. THE ENGINEER WILL INSPECT THE EQUIPMENT AND VEHICLES PRIOR TO ALLOWING THEM ON SITE. ANY EQUIPMENT OR VEHICLES FOUND, IN THE ENGINEER'S JUDGEMENT, TO NOT BE ADEQUATELY DECONTAMINATED SHALL NOT BE ALLOWED ON SITE.
 - I. THE DRAWINGS DO NOT PURPORT TO SHOW ALL OBJECTS EXISTING ON, ABOVE, OR AROUND THE SITE.
 - J. PARCEL BOUNDARIES WERE OBTAINED FROM THE COLFAX COUNTY ASSESSOR'S OFFICE. PROPERTY LINES SHOULD BE CONSIDERED APPROXIMATE. POTENTIAL RIGHT-OF-WAYS ARE NOT SHOWN ON THESE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR LOCATING RIGHT-OF-WAYS DURING UTILITY LOCATES.
 - K. THE ENGINEER WILL PROVIDE LOCATIONS FOR ALL PROPOSED RECLAMATION TASKS TO THE CONTRACTOR.
2. SAFETY:
 - A. THIS PROJECT REQUIRES CONSTRUCTION WORK IN THE VICINITY OF HISTORIC MINED SITES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INVESTIGATING THE SITE CONDITIONS AND SCHEDULING THEIR EQUIPMENT, OPERATIONS, PERSONNEL, AND SAFETY PROCEDURES TO PREVENT ACCIDENTS AND INJURIES. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE OSHA REGULATIONS.
 - B. THE APE LIES WITHIN PRIVATE LAND OWNED BY VAN L. LEIGHTON AS WELL AS THE STATE OF NEW MEXICO. THE CONTRACTOR SHALL MARK ALL ACTIVE WORK ZONES WITH CONES, TEMPORARY FENCING, OR OTHER BARRICADES AS APPROVED BY THE ENGINEER.
3. CONSTRUCTION:
 - A. TEMPORARY FENCING FOR PUBLIC ACCESS CONTROL SHALL BE INSTALLED WHERE NECESSARY.
 - B. THE CONTRACTOR SHALL CONFINE CONSTRUCTION STAGING AREA AND MATERIALS LAY DOWN TO THE AREAS IDENTIFIED ON THE PLANS AND APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN WORK AREA, STORAGE AREA, AND MAINTAINING SECURITY. THE STAGING AREA MAY BE FENCED AT THE CONTRACTOR'S DISCRETION AND IT WILL BE GUARDED AND MAINTAINED BY THE CONTRACTOR TO ADEQUATELY PREVENT LOSS OR DAMAGE TO THE CONTRACTOR'S EQUIPMENT AND MATERIALS
 - C. THE CONTRACTOR SHALL BE AWARE THAT HISTORIC MINING AND RECLAMATION DEBRIS SUCH AS CONCRETE, WOOD, METAL, ETC. MAY BE ENCOUNTERED. THE CONTRACTOR SHALL DISPOSE OF THESE MATERIALS AS APPROVED BY THE ENGINEER. DEBRIS SHALL NOT BE DISTURBED WITHOUT THE APPROVAL OF THE ENGINEER. DEBRIS REMOVAL AND DISPOSAL WILL BE IN ACCORDANCE WITH THE SPECIFICATIONS.
 - D. THE ENGINEER WILL DETERMINE MATERIALS CLASSIFICATIONS IN THE FIELD. TOPSOIL/COVERSOIL IS ANY MATERIAL SUITABLE FOR PLANT GROWTH MEDIUM AS DETERMINED BY THE ENGINEER. THE REMAINING MATERIAL IS TERMED UNCLASSIFIED, OR ROCK DEPENDING ON MATERIAL AND SOIL CONDITIONS. THESE SOILS ARE NOT SUITABLE MEDIUM FOR PLANT GROWTH. NOTE: COVERSOIL = TOPSOIL IN ALL REFERENCES IN THESE PLANS.
 - E. THE CONTRACTOR SHALL NOT REMOVE OR DESTROY ANY SURVEY MONUMENTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE ENGINEER.
 - F. SURFACE GRADING AREAS WILL BE FINISH GRADED, TOPSOILED, SEEDED, AND MULCHED AS DIRECTED BY THE SPECIFICATIONS AND THE ENGINEER.
 - G. ALL MEASUREMENTS OF AGRICULTURAL ITEMS WILL BE BASED UPON THE ACTUAL SURFACE AREA.
 - H. CONTRACTOR MAY CLEAR AND GRUB VEGETATION AS NEEDED. FULL REMOVAL OF VEGETATION IS DISCOURAGED, AND TRIMMING OF VEGETATION IS PREFERRED.

DRAWN BY: BB	CHECKED BY: CT	DATE: 01/17/2025	SCALE: NONE	FILE: 09A-10000E_01F-BAG001Y
2	02/19/2025	RESUBMIT FOR CONSTRUCTION	MR	CT
1	01/17/2025	RESUBMIT FOR CLIENT REVIEW	BB	CT
0	02/27/2025	ISSUE FOR CONSTRUCTION	JD	TH
REV.	DATE	DESCRIPTION	BY	CHK'D

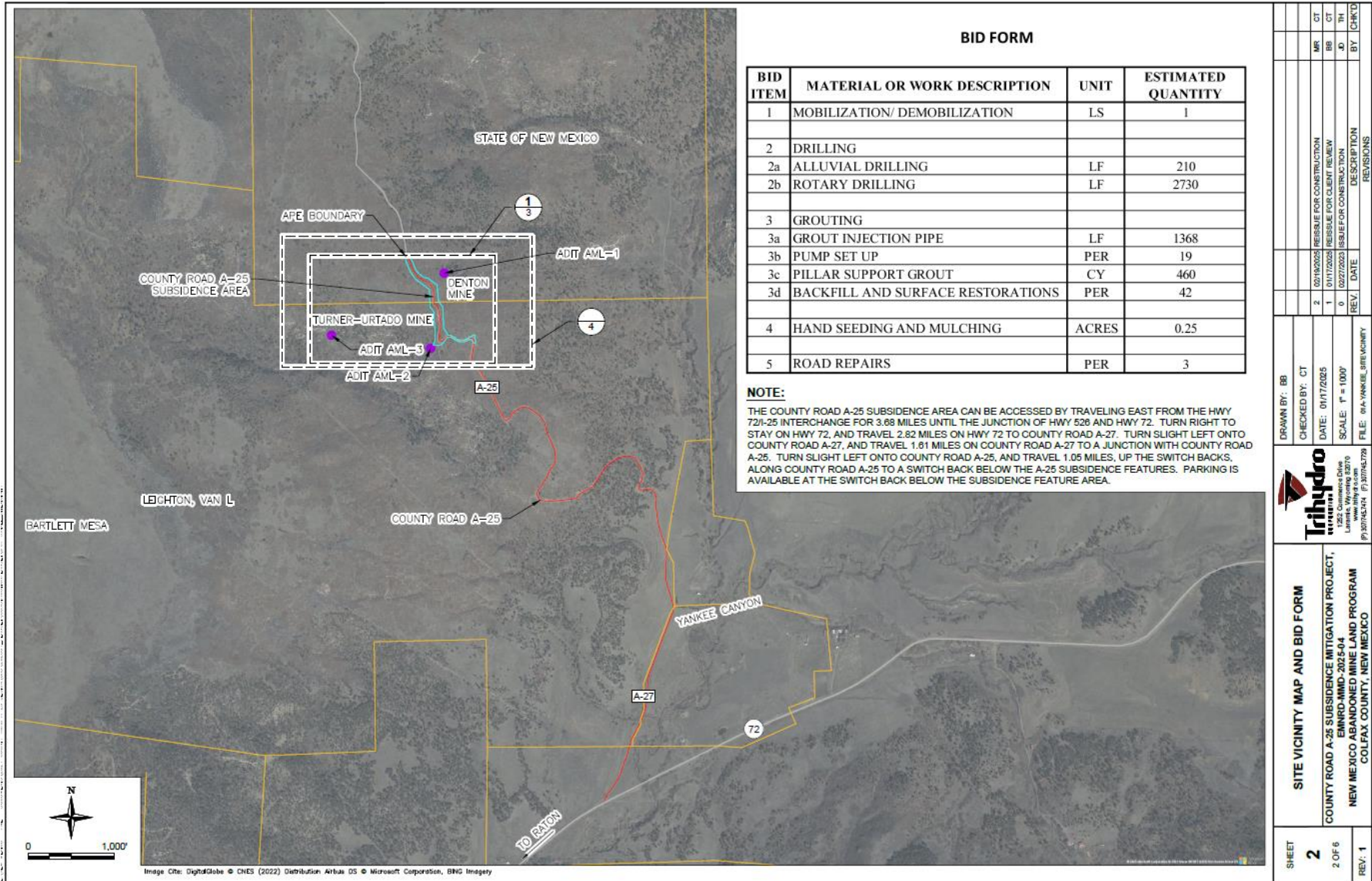
INDEX OF SHEETS AND EXPLANATION

COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT,
EMNRD-MMD-2025-04
NEW MEXICO ABANDONED MINE LAND PROGRAM
COLFAX COUNTY, NEW MEXICO

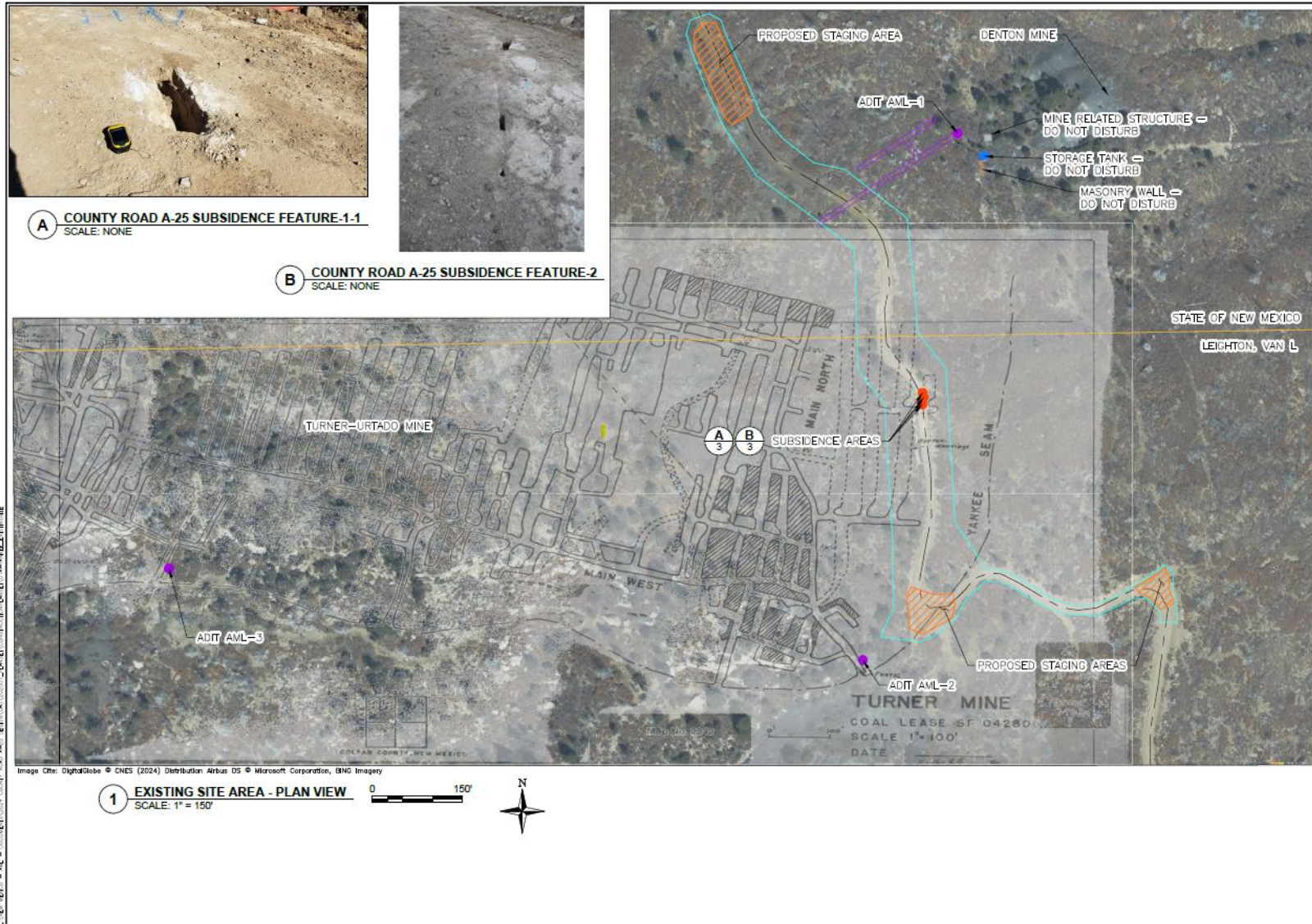
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Yankee Canyon County Road A-25 Subsidence Mitigation Project, Colfax County, New Mexico



Yankee Canyon County Road A-25 Subsidence Mitigation Project, Colfax County, New Mexico



SHEET 3 3 OF 6 REV: 1	EXISTING SITE AREA MAP		 1822 Commerce Drive Laramie, Wyoming 82070 (P) 307.764.4244 (F) 307.764.3729	
	COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT, EMNRD-MMD-2025-04 NEW MEXICO ABANDONED MINE LAND PROGRAM COLFAX COUNTY, NEW MEXICO		DRAWN BY: BB CHECKED BY: CT DATE: 01/17/2025 SCALE: 1" = 100' FILE: 01A-YANKEE_LANDINGSBIRE	MR CT BR CT JD TH BY [CHKD]
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Yankee Canyon County Road A-25 Subsidence Mitigation Project, Colfax County, New Mexico

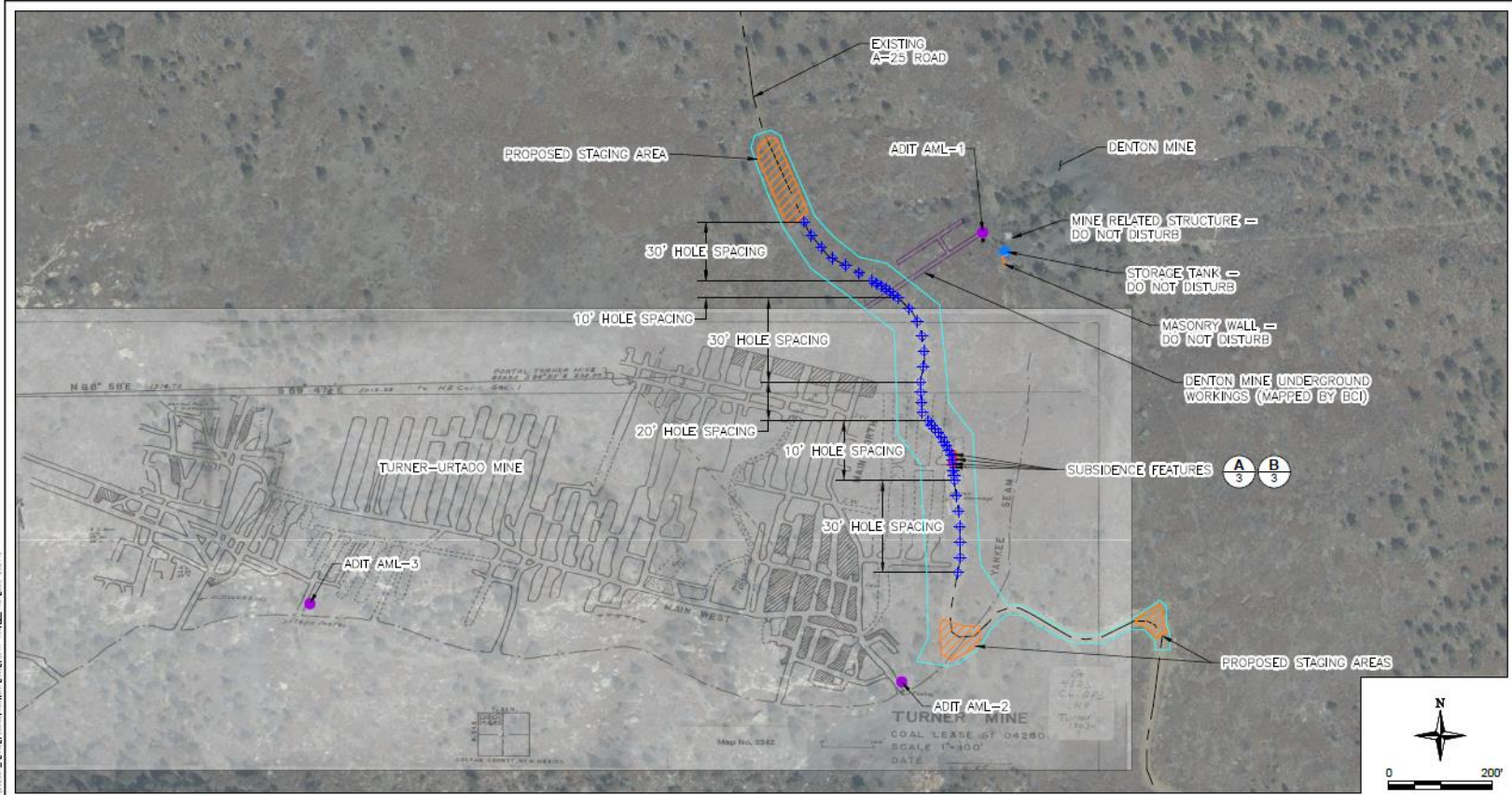


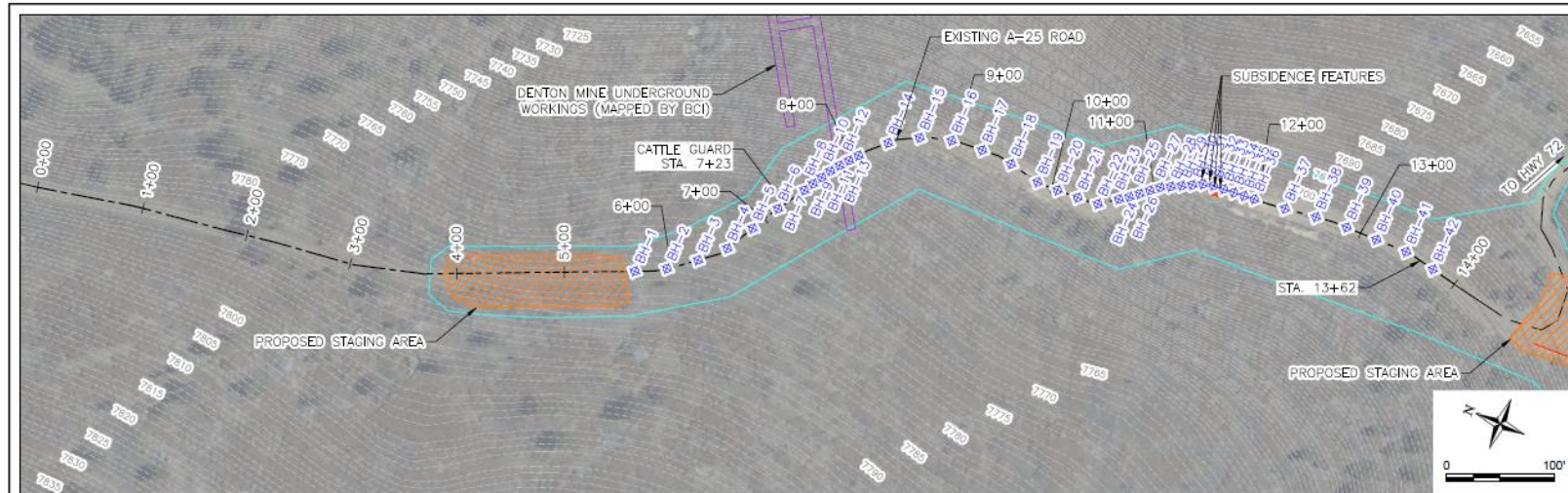
Image Cite: DigitalGlobe © CNES (2024) Distribution Airbus DS © Microsoft Corporation, Bing Imagery

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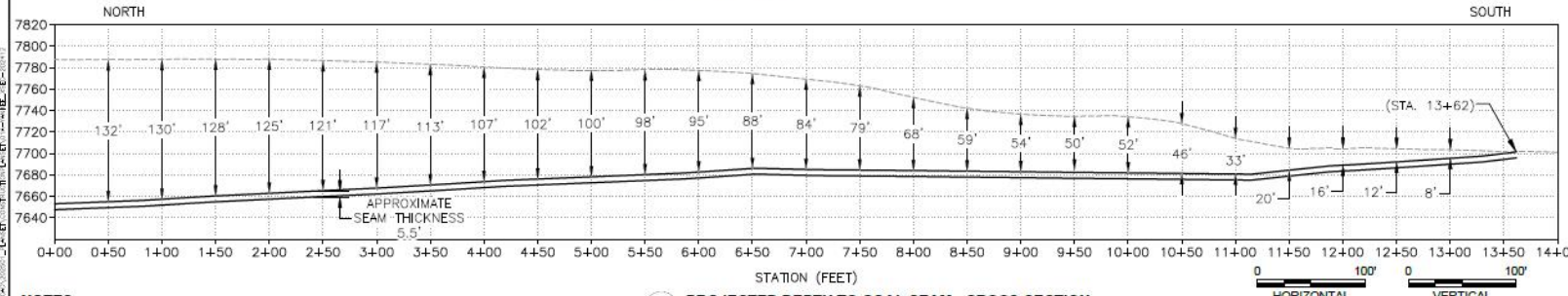
1. THE PLANS INCLUDE 42 DRILLED BOREHOLES, WITH A SPACING OF 10-20 FEET APART NEAR THE SUBSIDENCE FEATURES, MINE MAP FEATURES, AND HISTORIC DENTON MINE WORKINGS AND 30 FEET APART ALONG THE REMAINING ROAD SEGMENTS. ALL DRILLING WILL HAPPEN ALONG APPROXIMATELY 810 FEET OF THE A-25 ROAD ALIGNMENT.
2. THE CONTRACTOR SHALL SURVEY ALL BOREHOLE LOCATIONS PRIOR TO DRILLING. THE DRILL HOLE SPACING SHOWN ON THE PLANS MAY BE ADJUSTED BY THE ENGINEER BASED ON THE SUBSURFACE CONDITION ENCOUNTERED. THE ENGINEER MAY ADJUST THE BORING LOCATIONS TO BETTER PREDICT VOID SPACES BASED ON HOW THE VOID FINDINGS CORRESPOND TO THE MINE MAP, AND THE ENGINEER MAY ADJUST THE BORING LOCATIONS TO ENSURE ADEQUATE PROTECTION OF THE ACTIVE SUBSIDENCE AREA. DRILL HOLE LOCATIONS MAY BE ADDED OR ELIMINATED BY THE ENGINEER.
3. THE DEPTH OF DRILLING WILL INCREASE MOVING NORTH ALONG A-25. THE PROJECTED DEPTHS TO MINE WORKINGS ARE APPROXIMATE. THE CONTRACTOR SHALL PROVIDE DRILLING EQUIPMENT THAT IS CAPABLE OF DRILLING TO A MINIMUM DEPTH OF 200 FEET.
4. THE CONTRACTOR SHALL PROVIDE CUTTINGS SAMPLES VIA AIR RETURN AT 5 FOOT INCREMENTS FROM THE GROUND SURFACE THROUGH THE FULL DEPTH OF THE HOLE, OR UNTIL CIRCULATION IS LOST. EVERY EFFORT SHOULD BE MADE TO ENSURE THAT THE CUTTINGS SAMPLES ARE REPRESENTATIVE OF THE 5 FOOT INCREMENT THEY ARE COLLECTED FOR. THE ENGINEER SHALL SHALL CREATE A SUBSURFACE PROFILE BY LOGGING THE DRILL CUTTINGS.
5. THE CONTRACTOR SHALL DRILL THROUGH THE MINE WORKINGS HORIZON AS DETERMINED BY THE ENGINEER AND A MINIMUM OF 5 FEET BELOW THE MINE FLOOR.
6. THE DOWNHOLE CONDITIONS ENCOUNTERED BY DRILL HOLES SHALL BE CATEGORIZED BY THE ENGINEER AS: ABANDONED (THE DRILL HOLE WAS NOT DRILLED TO COMPLETION), PILLAR (THE DRILL HOLE ENCOUNTERED AN INTACT SECTION OF THE TARGET COAL SEAM), OR VOID FILL (THE DRILL HOLE ENCOUNTERED RUBBLE OR OPEN VOID SPACE).
7. APPROXIMATELY 3,000 LINEAR FEET OF DRILLING IS EXPECTED.
8. FINAL LOCATION OF BOREHOLES WILL BE RECORDED BY THE CONTRACTOR WITH GPS EQUIPMENT CAPABLE OF SUB-METER ACCURACY.
9. BOREHOLES COMPLETED WITH 10-FOOT SPACING WILL BE DRILLED AND GROUTED EVERY OTHER PLANNED BOREHOLE WITH THE SKIPPED BOREHOLES COMPLETED THE FOLLOWING DAY.

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Tribhydro SOLUTIONS			
1025 S. Williams Blvd. Lubbock, TX 79401 www.tribhydro.com (817) 201-6124 (F) 201-614-0724			
PROPOSED DRILL HOLE LOCATIONS		EMNRD-MMD-2025-04	
SHEET 4		COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT, NEW MEXICO ABANDONED MINE LAND PROGRAM COLFAX COUNTY, NEW MEXICO	
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MR	CT	REV.	DESCRIPTION
BB	CT	2	09/16/2025 REISSUE FOR CONSTRUCTION
JD	TH	1	01/17/2025 REISSUE FOR CLIENT REVIEW
		0	02/27/2023 ISSUE FOR CONSTRUCTION
BY	CHK'D	DATE	DESCRIPTION
			REVISIONS

Yankee Canyon County Road A-25 Subsidence Mitigation Project, Colfax County, New Mexico



1 PROJECTED DEPTH TO COAL SEAM - PLAN VIEW
SCALE: 1" = 100'



2 PROJECTED DEPTH TO COAL SEAM - CROSS-SECTION
SCALE: H: 1" = 100' V: 1" = 100'

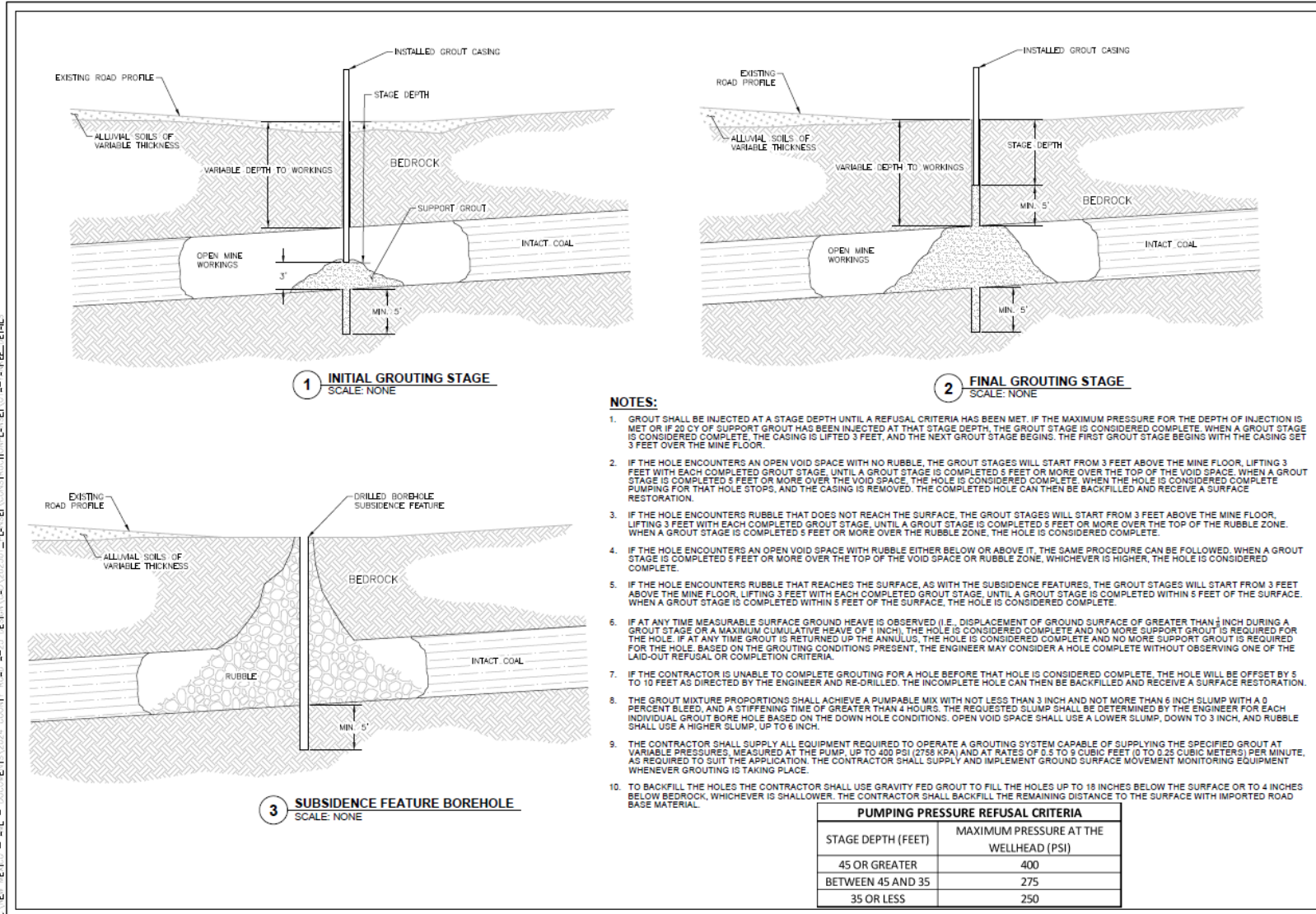
NOTES:

1. THE PROJECTED DEPTHS TO MINE WORKINGS ARE AN APPROXIMATION BASED ON THE COAL SEAM OUTCROPPINGS AND A REVIEW OF HISTORIC DOCUMENTS AND MAY DIFFER FROM THE ENCOUNTERED SUBSURFACE CONDITIONS.
2. ONLY A PORTION OF THE DRILLED BOREHOLES ARE EXPECTED TO ENCOUNTER RUBBLE OR VOID SPACE DUE TO THE ROOM AND PILLAR DESIGN OF THE MINE AND UNCERTAINTY ABOUT THE EXACT POSITION AND ORIENTATION OF THE MINE WORKINGS. THE ACTUAL NUMBER AND SPACING OF BORINGS MAY BE MODIFIED BY THE ENGINEER DEPENDING ON CONDITIONS ENCOUNTERED DURING THE WORK. AMONG OTHER CONSIDERATIONS, THE ENGINEER MAY ADJUST THE BORING LOCATIONS TO BETTER PREDICT VOID SPACES BASED ON HOW PREVIOUS FINDINGS CORRESPOND TO THE MINE MAP. THE PROJECT ENGINEER MAY ADJUST THE BORING LOCATIONS TO ENSURE ADEQUATE PROTECTION OF THE ACTIVE SUBSIDENCE AREA.

BORE HOLE LOCATIONS		BORE HOLE LOCATIONS		BORE HOLE LOCATIONS		BORE HOLE LOCATIONS		BORE HOLE LOCATIONS		BORE HOLE LOCATIONS	
FEATURE	STATION	FEATURE	STATION	FEATURE	STATION	FEATURE	STATION	FEATURE	STATION	FEATURE	STATION
BH-1	5+66.00	BH-7	7+46.00	BH-13	8+06.00	BH-19	9+86.00	BH-25	10+86.00	BH-31	11+46.00
BH-2	5+96.00	BH-8	7+56.00	BH-14	8+36.00	BH-20	10+06.00	BH-26	10+96.00	BH-32	11+56.00
BH-3	6+26.00	BH-9	7+66.00	BH-15	8+66.00	BH-21	10+26.00	BH-27	11+06.00	BH-33	11+66.00
BH-4	6+56.00	BH-10	7+76.00	BH-16	8+96.00	BH-22	10+46.00	BH-28	11+16.00	BH-34	11+76.00
BH-5	6+86.00	BH-11	7+86.00	BH-17	9+26.00	BH-23	10+66.00	BH-29	11+26.00	BH-35	11+86.00
BH-6	7+16.00	BH-12	7+96.00	BH-18	9+56.00	BH-24	10+76.00	BH-30	11+36.00	BH-36	11+96.00
										BH-37	12+26.00
										BH-38	12+56.00
										BH-39	12+86.00
										BH-40	13+16.00
										BH-41	13+46.00
										BH-42	13+76.00

<p>Trihydro 1425 Commerce Drive Laramie, Wyoming 82070 (307) 746-7294 (F) 307 746-7799</p>	<p>PROJECTED DEPTH TO COAL SEAM PLAN VIEW AND CROSS-SECTION</p> <p>COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT, EMNRD-MMD-2025-04</p> <p>NEW MEXICO ABANDONED MINE LAND PROGRAM COLFAX COUNTY, NEW MEXICO</p>																									
<p>DRAWN BY: BB CHECKED BY: CT DATE: 01/17/2025 SCALE: 1" = 100' FILE: 01A-YANKEE_A25C-20242</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>CHKD</th> </tr> <tr> <td>1</td> <td>01/17/2025</td> <td>ISSUE FOR CONSTRUCTION</td> <td>BB</td> <td>CT</td> </tr> <tr> <td>2</td> <td>02/27/2025</td> <td>ISSUE FOR CONSTRUCTION</td> <td>BB</td> <td>CT</td> </tr> <tr> <td>3</td> <td></td> <td>REVISION FOR CONSTRUCTION</td> <td>MR</td> <td>CT</td> </tr> <tr> <td>4</td> <td></td> <td>REVISION FOR CLIENT REVIEW</td> <td>BB</td> <td>CT</td> </tr> </table>	NO.	DATE	DESCRIPTION	BY	CHKD	1	01/17/2025	ISSUE FOR CONSTRUCTION	BB	CT	2	02/27/2025	ISSUE FOR CONSTRUCTION	BB	CT	3		REVISION FOR CONSTRUCTION	MR	CT	4		REVISION FOR CLIENT REVIEW	BB	CT
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<p>SHEET 5 OF 6</p>	<p>REV: 1</p>																									

Yankee Canyon County Road A-25 Subsidence Mitigation Project, Colfax County, New Mexico



NOTES:

- GROUT SHALL BE INJECTED AT A STAGE DEPTH UNTIL A REFUSAL CRITERIA HAS BEEN MET. IF THE MAXIMUM PRESSURE FOR THE DEPTH OF INJECTION IS MET OR IF 20 CY OF SUPPORT GROUT HAS BEEN INJECTED AT THAT STAGE DEPTH, THE GROUT STAGE IS CONSIDERED COMPLETE. WHEN A GROUT STAGE IS CONSIDERED COMPLETE, THE CASING IS LIFTED 3 FEET, AND THE NEXT GROUT STAGE BEGINS. THE FIRST GROUT STAGE BEGINS WITH THE CASING SET 3 FEET OVER THE MINE FLOOR.
- IF THE HOLE ENCOUNTERS AN OPEN VOID SPACE WITH NO RUBBLE, THE GROUT STAGES WILL START FROM 3 FEET ABOVE THE MINE FLOOR, LIFTING 3 FEET WITH EACH COMPLETED GROUT STAGE, UNTIL A GROUT STAGE IS COMPLETED 5 FEET OR MORE OVER THE TOP OF THE VOID SPACE. WHEN A GROUT STAGE IS COMPLETED 5 FEET OR MORE OVER THE VOID SPACE, THE HOLE IS CONSIDERED COMPLETE. WHEN THE HOLE IS CONSIDERED COMPLETE PUMPING FOR THAT HOLE STOPS, AND THE CASING IS REMOVED. THE COMPLETED HOLE CAN THEN BE BACKFILLED AND RECEIVE A SURFACE RESTORATION.
- IF THE HOLE ENCOUNTERS RUBBLE THAT DOES NOT REACH THE SURFACE, THE GROUT STAGES WILL START FROM 3 FEET ABOVE THE MINE FLOOR, LIFTING 3 FEET WITH EACH COMPLETED GROUT STAGE, UNTIL A GROUT STAGE IS COMPLETED 5 FEET OR MORE OVER THE TOP OF THE RUBBLE ZONE. WHEN A GROUT STAGE IS COMPLETED 5 FEET OR MORE OVER THE RUBBLE ZONE, THE HOLE IS CONSIDERED COMPLETE.
- IF THE HOLE ENCOUNTERS AN OPEN VOID SPACE WITH RUBBLE EITHER BELOW OR ABOVE IT, THE SAME PROCEDURE CAN BE FOLLOWED. WHEN A GROUT STAGE IS COMPLETED 5 FEET OR MORE OVER THE TOP OF THE VOID SPACE OR RUBBLE ZONE, WHICHEVER IS HIGHER, THE HOLE IS CONSIDERED COMPLETE.
- IF THE HOLE ENCOUNTERS RUBBLE THAT REACHES THE SURFACE, AS WITH THE SUBSIDENCE FEATURES, THE GROUT STAGES WILL START FROM 3 FEET ABOVE THE MINE FLOOR, LIFTING 3 FEET WITH EACH COMPLETED GROUT STAGE, UNTIL A GROUT STAGE IS COMPLETED WITHIN 5 FEET OF THE SURFACE. WHEN A GROUT STAGE IS COMPLETED WITHIN 5 FEET OF THE SURFACE, THE HOLE IS CONSIDERED COMPLETE.
- IF AT ANY TIME MEASURABLE SURFACE GROUND HEAVE IS OBSERVED (I.E. DISPLACEMENT OF GROUND SURFACE OF GREATER THAN 1/4 INCH DURING A GROUT STAGE OR A MAXIMUM CUMULATIVE HEAVE OF 1 INCH), THE HOLE IS CONSIDERED COMPLETE AND NO MORE SUPPORT GROUT IS REQUIRED FOR THE HOLE. IF AT ANY TIME GROUT IS RETURNED UP THE ANNULUS, THE HOLE IS CONSIDERED COMPLETE AND NO MORE SUPPORT GROUT IS REQUIRED FOR THE HOLE, BASED ON THE GROUTING CONDITIONS PRESENT, THE ENGINEER MAY CONSIDER A HOLE COMPLETE WITHOUT OBSERVING ONE OF THE LAID-OUT REFUSAL OR COMPLETION CRITERIA.
- IF THE CONTRACTOR IS UNABLE TO COMPLETE GROUTING FOR A HOLE BEFORE THAT HOLE IS CONSIDERED COMPLETE, THE HOLE WILL BE OFFSET BY 5 TO 10 FEET AS DIRECTED BY THE ENGINEER AND RE-DRILLED. THE INCOMPLETE HOLE CAN THEN BE BACKFILLED AND RECEIVE A SURFACE RESTORATION.
- THE GROUT MIXTURE PROPORTIONS SHALL ACHIEVE A PUMPABLE MIX WITH NOT LESS THAN 3 INCH AND NOT MORE THAN 6 INCH SLUMP WITH A 0 PERCENT BLEED, AND A STIFFENING TIME OF GREATER THAN 4 HOURS. THE REQUESTED SLUMP SHALL BE DETERMINED BY THE ENGINEER FOR EACH INDIVIDUAL GROUT BORE HOLE BASED ON THE DOWN HOLE CONDITIONS. OPEN VOID SPACE SHALL USE A LOWER SLUMP, DOWN TO 3 INCH, AND RUBBLE SHALL USE A HIGHER SLUMP, UP TO 6 INCH.
- THE CONTRACTOR SHALL SUPPLY ALL EQUIPMENT REQUIRED TO OPERATE A GROUTING SYSTEM CAPABLE OF SUPPLYING THE SPECIFIED GROUT AT VARIABLE PRESSURES, MEASURED AT THE PUMP, UP TO 400 PSI (2758 KPA) AND AT RATES OF 0.5 TO 8 CUBIC FEET (0 TO 0.25 CUBIC METERS) PER MINUTE, AS REQUIRED TO SUIT THE APPLICATION. THE CONTRACTOR SHALL SUPPLY AND IMPLEMENT GROUND SURFACE MOVEMENT MONITORING EQUIPMENT WHENEVER GROUTING IS TAKING PLACE.
- TO BACKFILL THE HOLES THE CONTRACTOR SHALL USE GRAVITY FED GROUT TO FILL THE HOLES UP TO 18 INCHES BELOW THE SURFACE OR TO 4 INCHES BELOW BEDROCK, WHICHEVER IS SHALLOWER. THE CONTRACTOR SHALL BACKFILL THE REMAINING DISTANCE TO THE SURFACE WITH IMPORTED ROAD BASE MATERIAL.

PUMPING PRESSURE REFUSAL CRITERIA	
STAGE DEPTH (FEET)	MAXIMUM PRESSURE AT THE WELLHEAD (PSI)
45 OR GREATER	400
BETWEEN 45 AND 35	275
35 OR LESS	250

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BR	CT
JD	TH
BY	CHKD

2	02/16/2025	ISSUE FOR CONSTRUCTION
1	01/17/2025	ISSUE FOR CLIENT REVIEW
0	02/27/2023	ISSUE FOR CONSTRUCTION
REV	DATE	DESCRIPTION

DRAWN BY: BB	CHECKED BY: CT
DATE: 01/17/2025	SCALE: NONE
FILE: 014-YANKEE.DETAILS	

Trihydro
 Laramie, Wyoming 82070
 (307) 786-5274

GROUT PILLAR TYPICAL CONSTRUCTION DETAIL

COUNTY ROAD A-25 SUBSIDENCE MITIGATION PROJECT,
 NEW MEXICO EMNRD-MMD-2025-04
 COLFAX COUNTY, NEW MEXICO

SHEET **6**
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REV: 1