



NEW MEXICO

Abandoned Mine Lands

Project Manual
Including Plans and Specifications
For Construction of

HARDING PEGMATITE MINE SAFEGUARD PROJECT

Taos County, New Mexico

PROJECT NO.
EMNRD-MMD-2011-01

AUTHORIZED BY:

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

(with reclamation fees paid by the New Mexico Coal Industry)

March 2011



00002 – CERTIFICATE PAGE

PROJECT NAME: Harding Pegmatite Mine Safeguard Project
LOCATION: Taos, New Mexico
PROJECT NUMBER: EMNRD-MMD-2011-01
ENGINEER OF RECORD: John T. Guranich, P.E.
Mining and Minerals Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
Telephone 505.476.3412

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.

John T. Guranich, P.E. (Project Engineer)

12565
License No.

Authorized Representative/Title
Energy, Minerals and
Natural Resources Department

Date

Susana Martinez, Governor

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing. Refer to Section 00120 - Supplementary Instructions to Bidders as to interpretations.

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00004 - LIST OF DRAWINGS, TABLES, AND SCHEDULES

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

I. FIGURES

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II. STATUTES

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NMSA 1978, 13-1-28 through 199:	Procurement Code
NMSA 1978, 13- 4-1 through 30:	Public Works Contracts
NMSA 1978, 13- 4-31 through 43:	Subcontractors Fair Practices Act
NMSA 1978, 41-4-1 through 27:	Tort Claims Act
NMSA 1978, 52-1-1 through 70:	Workers' Compensation Act
NMSA 1978, 69-25B-1 through 12:	Abandoned Mine Reclamation Act
NMSA 1978, 74-13-1, <i>et seq.</i> :	Recycling and Illegal Dumping Act

III. TABLES

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Table I: Project Summary Table



PURCHASING DIVISION
P.O. BOX 6850
SANTA FE, NEW MEXICO 87502-6850
(505) 827-0472

BIDDER:

**INVITATION TO BID
CONSTRUCTION CONTRACT**

BID NUMBER: **10-521-00-5342**

PROJECT:
HARDING PEGMATITE MINE
SAFEGUARD PROJECT
TAOS, NEW MEXICO
PROJECT NO.: EMNRD-MMD-2011-01

Sealed bid opening: _____
NM STATE PURCHASING DIVISION

ARCHITECT/ENGINEER OF RECORD
John T. Guranich, P.E.
Telephone: (505) 476.3412
FAX: (505) 476.3402

DATE: Friday, April 15, 2011 @ 2:00 PM

OWNER: Abandoned Mine Land Program
Mining and Minerals Division
Energy, Minerals and Natural Resources
Department
State of New Mexico
1220 S. St. Francis Drive
Santa Fe, New Mexico 87505

Telephone: (505) 476.3400

Procurement Specialist:
Natalie Martinez / 505-827-0251

**IMPORTANT: BIDS MUST BE SUBMITTED IN
A SEALED ENVELOPE WITH THE BID
NUMBER AND OPENING DATE CLEARLY
INDICATED ON THE BOTTOM LEFT HAND
SIDE OF THE FRONT OF THE ENVELOPE.**

SEALED BIDS WILL BE RECEIVED UNTIL THE ABOVE-SPECIFIED DATE AND LOCAL TIME, THEN PUBLICLY OPENED AT THE NEW MEXICO STATE PURCHASING DIVISION OFFICE AND READ ALOUD. HAND DELIVER BIDS TO THE STATE PURCHASING DIVISION, JOSEPH M. MONTOYA BLDG., ROOM 2016, 1100 ST. FRANCIS DR., SANTA FE, NM, 87505.

THIS BID IS SUBJECT TO THE REQUIREMENTS OF THE BIDDING DOCUMENTS AS DEFINED IN THE "INSTRUCTIONS TO BIDDERS," SECTION 00100.

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

This mailing contains three pages

INVITATION TO BID page 2

PLEASE NOTE: All hand-delivered bids must be received at the State Purchasing Division Office and should be submitted at the front desk, Room 2016.

Bidding Documents may be obtained at the office of the Architect/ Engineer of Record upon payment of **\$NO CHARGE (LIMIT ONE)** for each complete set. CHECKS SHOULD BE MADE PAYABLE TO "N/A". Incomplete sets will not be issued. The successful Bidder will receive refund of his deposit, and any unsuccessful Bidder who returns the Bidding Documents in good and complete condition within fifteen (15) days of the Bid Opening will also receive refund of this deposit. No deposits will be returned after the fifteen-day period.

BIDDING DOCUMENTS MAY BE REVIEWED AT THE FOLLOWING LOCATIONS:

ARCHITECT/ENGINEER OF RECORD
1220 S. ST. FRANCIS DRIVE
SANTA FE, NM 87505
(505) 476.3430
JOHN.GURANICH@STATE.NM.US

CONSTRUCTION NEWS SERVICE
308 WEST SILLMORE, SUITE 101
COLORADO SPRINGS, CO 80907
(719) 632.9292

REED CONSTRUCTION DATA
3351 CANDELARIA, NE SUITE D
ALBUQUERQUE, NM 87107
(505) 881.8590

BUILDER'S NEWS AND PLAN ROOM
3435 PRINCETON DRIVE NE
ALBUQUERQUE, NEW MEXICO
87107
(505) 884.1752

DODGE REPORTS
1615 UNIVERSITY BOULEVARD NE
ALBUQUERQUE, NEW MEXICO
87102
(505) 243.2817

THE PLAN ROOM AT SUN GLASS
648 W. BROADWAY
FARMINGTON, NM 87401
(505) 327.0700
SUN4@DIGIL.NET

CONSTRUCTION REPORTER
1609 SECOND STREET NW
P.O. BOX 6116
ALBUQUERQUE, NM 87197
(505) 243.9793

MHC/AGC
4625 RIPLEY DR.
EL PASO, TEXAS 79922
915.581.0498

MARKET REPORTER II,
ISQFT PLAN ROOM
308 WEST FILLMORE STREET,
SUITE 101
COLORADO SPRINGS, CO 80907

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. Plans and specifications are available from the Architect/Engineer of record.

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.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws and, if the bid amount is \$60,000 or more, is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, Labor and Industrial Division, for this project. If the bid amount of the contractor or any tier of subcontractor exceeds \$50,000, the contractor and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

INVITATION TO BID page 3

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

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

A completed Subcontractor Listing Form must accompany each bid.

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.

No Bidder may withdraw his bid for **45 DAYS** after the actual date of the opening thereof.

The Owner intends to award this Project to the lowest responsible Bidder. The Owner reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the Bidder whose bid it deems to be in the best interest of the Owner.

Attention of the Bidder is particularly directed to the current requirements as to Resident Contractor's Preference per NMSA 1978, Section 13-4-3. The provisions of NMSA 1978, Sections 13-4-1 through 13-4-4 are not applicable to projects receiving federal aid or when the expenditure of federal funds designated for a specific contract is involved.

MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-bid Conference will be held as follows:

DATE: **Friday, April 1, 2011** TIME: **10:30 a.m.**

LOCATION: **At the entrance to the Harding Pegmatite Mine located between Dixon and Peñasco, New Mexico on State Road 75 approximately 0.3 miles east of mile marker 8. Interested parties will tour many of the project sites from this location with AML Program Staff.**

END OF INVITATION TO BID

APPENDIX A
VENDOR INFORMATION FORM

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

Legal Business Name: _____

Address: _____

Telephone Number: _____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER

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

Federal Employer Identification Number _____

Type of Business (Check One):

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

OTHER TAX ACCOUNT NUMBERS

New Mexico CRS Identification Number: _____

State Unemployment Tax Number: _____

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

Name (print or type)

Title (print or type)

Signature

Date

Telephone

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 the Act pay to the Secretary of the Interior Department, for deposit in the fund, a reclamation fee of thirty-five cents per ton (35¢/tn.) of coal produced by surface coal mining and fifteen cents per ton (15¢/tn.) 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 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, *et seq.* The supervision and coordination of work done under the AML Program are conducted by the Mining and Minerals Division (MMD) of EMNRD. Wherever the term Owner is used, it shall mean the MMD Director. EMNRD, MMD and Owner may be collectively referred to as “EMNRD.”

MMD has obtained 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 deadline date for receipt of bids is no later than as listed in the Invitation to Bid. One each of the required bid documents, with original signature, must be received and stamped in at the State Purchasing Division of the General Services Department, Room 2016, Joseph M. Montoya Building, 1100 Saint Francis Drive, Santa Fe, New Mexico 87505 (1.505.827.0472). Bids in response to this ITB will be opened publicly at the State Purchasing Division, Joseph M. Montoya Building, 1100 Saint Francis Drive, Santa Fe, New Mexico 87503. The name of each Bidder, the lump sum of each bid, and the Bidder’s Contractor License Number will be announced.

The Contract Time for project completion shall be no later than 180 calendar days, including all Sundays, holidays, and non-work days, after the Contractor receives a Notice to Proceed via certified 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 MMD Director has made a finding which concurs in that confidentiality shall be withheld from public inspection.

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE INVITATION TO BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT-HAND SIDE OF THE FRONT OF THE ENVELOPE.

00120 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following shall be included with each responsive bid:

I. Information

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

II. Bid

A fully completed Bid Form (Section 00300), including the name, address, telephone number, New Mexico Contractor's License Number, Contractor and Subcontractor New Mexico Labor Enforcement Fund Registration Numbers for bids and subcontracts greater than \$50,000.00, and signature of the Bidder, or of an officer or employee who has the authority to bind the Bidder. Do not leave blanks. This signature shall signify that the matters stated or certified in the bid are true and accurate to the best of the Bidder's knowledge and that the bid was made without collusion or fraud.

III. Security

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

IV. References

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

V. Supplements

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

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

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

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

The evaluation criteria include:

1. possession of a valid New Mexico Contractor License appropriate for the work;
2. proof of registration with Labor and Industrial Division of the New Mexico Department of Workforce Solutions for contractor and all subcontractors when Bidder submits a bid valued at more than \$50,000;
3. proven records of satisfactory work performance for both Bidder and listed subcontractors; and
4. a completed and signed employee pay equity form (PE 10-249 or PE250), or, for Bidders who fall within an exception to the Pay Equity Reporting Requirement, an affirmative statement attached to their bid that indicates they are exempt and cites the specific exception they fall under.

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

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

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

Note: Because this project is 100% federally funded, the 5% New Mexico Resident Contractor's Preference will not apply.

VI. New Mexico Employees Health Insurance

1. If Bidder has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-month period during the term of the contract, Bidder certifies, by responding to this ITB, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceed \$250,000.

2. 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.

3. Bidder agrees to advise all employees of the availability of state publicly-financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

VII. Employee Pay Equity Reporting

If Bidder has 10 or more employees OR eight or more employees in the same job classification, Bidder must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

Bidders can find these forms (PE10-249 or PE250) (as well as directions on completing the forms and their worksheets, a “Frequently Asked Questions” sheet and other instructional materials) at http://www.generalservices.state.nm.us/spd/pay_e.html.

For contracts that extend beyond one calendar year, or are extended beyond one calendar year, Bidder must also agree to complete and submit the required form annually within 30 calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

Should Bidder not meet the size requirement for reporting at contract award but subsequently grows such that it meets or exceeds the size requirement for reporting, Bidder must agree to provide the required report within 90 calendar days of meeting or exceeding the size requirement.

Bidder must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Bidder must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within 90 calendar days of that subcontractor meeting or exceeding the size requirement.

VIII. Additional Pay Equity Reporting Information

A. For the purposes of complying with Section VII., Employee Pay Equity Reporting:

1. “Job Classification” means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal “worth.”

2. “New Mexico Employee” (also “Employee”) means a person working within the State of New Mexico at a New Mexico facility, regardless where the employee legally resides, and regardless of the origin of compensation checks.

3. “PE10-249 form” means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees.

4. “PE250 form” means the reporting form to be used by contractors that have 250 or more New Mexico employees.

5. “Solicitation” means an Invitation to Bid or a Request for Proposals.

B. Report Submittal: Until further notice, successful Bidder shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined. The mailing address is: PO Box 6850, Santa Fe, NM, 87502-6850.

C. The successful Bidder shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.

D. Exceptions to the Pay Equity Reporting Requirement:

1. Bidders with fewer than 10 employees are exempt, unless they have at least eight employees in the same job classification.

2. Bidders receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

E. Bidders who are subject to the Pay Equity Reporting Requirement shall complete and sign the applicable pay equity form (PE 10-249 or PE250) and submit the form with their bid. Bidders who fall within an exception to the Pay Equity Reporting Requirement shall submit an affirmative statement with their bid indicating they are not subject to the Pay Equity Reporting Requirement, and listing which exemption they fall under.

IX. Use of Brand Name Specifications

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

00125 – BID ASSURANCES

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

I. General

This ITB does not commit EMNRD to pay any costs incurred by any Bidder in the submission of a responsive bid, in making necessary studies and designs for the responsive bid, or in procuring or contracting for services or supplies for the preparation of the responsive bid.

Issuance of this ITB does not constitute an award commitment by EMNRD. An ITB may be canceled and any or all bids may be rejected in whole or in part, when it is in the best interest of the State of New Mexico. Technical irregularities may be waived 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 even responsible, qualified bids that make it impossible 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 - Albuquerque Field Office.

II. Confidentiality

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

III. Inspection

To assure EMNRD that the Bidder has the competence, equipment, facilities, and staff to furnish the services required under this contract, EMNRD shall be allowed to determine the adequacy of the competence, equipment, facilities, and staff of any Bidder considered for the contract award. For this purpose, if EMNRD deems it appropriate, the Bidder shall permit representatives of EMNRD to make an inspection of 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 10 working days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty

which shall become the property of EMNRD, not as a penalty, but in liquidation of damages sustained.

00130 – MANDATORY PRE-BID CONFERENCE

Prospective Bidders are required to attend the pre-bid conference in order to inspect the site where the work is to be conducted to familiarize themselves with the existing conditions that may affect the performance of the contract work. The work sites are located on private and BLM land that can be accessed only through a locked gate. Subcontractors and suppliers are not required to attend the pre-bid conference; however, failure to inspect the site will not relieve subcontractors and suppliers from the responsibility of properly estimating the difficulty and cost of performing their portion of the work.

The mandatory pre-bid conference and site showing will be held at the project site to explain the work requirements. AML representatives will guide potential Bidders through the proposed work sites and will answer any questions. See the Invitation to Bid for date, location, and time.

Those wishing to attend are advised to be prompt.

The site showing is expected to take two to three hours. Access is across bumpy dirt roads and may require four-wheel drive vehicles (AML can transport some prospective bidders in state vehicles). On-site roads are unimproved, and narrow. Access to some sites also requires walking across scrubby, sometimes steep and rocky terrain. AML advises attendees to bring food, water, and appropriate clothing and shoes.

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

00300 – BID FORMS

BID ITEM	MATERIAL OR WORK DESCRIPTION	ESTIMATED QUANTITY¹	BID AMOUNT²
1.	Mobilization	For the lump sum of (Not to exceed 10% of TOTAL BASE BID)	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)
2.	Construct Chain Gate #1 (On Entrance Road)	For the lump sum of	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)
3.	Construct Chain Gate #2 (On Side Road)	For the lump sum of	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)
4.	Widen Access Road, Grade Parking Lot, Remove Metal Posts and Install Post and Chain Barricade	For the lump sum of	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)
5.	Construct Swing Gate at Parking Lot	For the lump sum of	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)
6.	Backfill Feature 8 “North Knob” Shaft	For the lump sum of	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)
7.	Construct Walk-Through Bat Gate at Feature 1 Adit	For the lump sum of	Dollars (\$ _____) (Written Whole Dollars and Zero Cents)

¹ 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.

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

<u>BID ITEM</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u> ¹	<u>BID AMOUNT</u> ²
8.	Construct Bat Grate at Feature 1 Stope	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		
9.	Construct Walk-Through Bat Gate At Feature 2 Adit	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		
10.	Construct Bat Gate in CSP with Grouted Rock Bulkhead at Feature 3 Adit	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		
11.	Construct CSP Airflow Closure at Feature 4 Adit	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		
12.	Construct Bat Gate with Hinged Door at Feature 5 Adit	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		
13.	Construct Bat Gate with Hinged Door at Feature 10 Adit	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		
14.	Construct Bat Grate at Feature 11 Adit	For the lump sum of	Dollars (\$_____)
	(Written Whole Dollars and Zero Cents)		

¹ 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 determine.

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

<u>BID</u>	<u>MATERIAL OR</u>	<u>ESTIMATED QUANTITY</u> ¹	<u>BID AMOUNT</u> ²
<u>ITEM</u>	<u>WORK DESCRIPTION</u>		

15.	Construct Bat Grate at Feature 17 Adit	For the lump sum of	Dollars (\$ _____)
			(Written Whole Dollars and Zero Cents)

16.	Install Approximately 550' of Six Strand Barbed Wire Fence along Highwall	For the lump sum of	Dollars (\$ _____)
			(Written Whole Dollars and Zero Cents)

TOTAL BASE BID³

Dollars (\$ _____)

(Written Whole Dollars and Zero Cents)

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

¹ 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 determine.

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

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

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

SIGNED: _____

TITLE: _____

DATE: _____

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

NEW MEXICO CONTRACTOR'S LICENSE NO: _____

LICENSE CATEGORIES: _____

CONTRACTOR NM LABOR ENFORCEMENT FUND REGISTRATION NO.:¹

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. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

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

as Principal, hereinafter called the Principal, and _____

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

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

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

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract or give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

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00420 - BIDDER'S QUALIFICATION FORMS

CONTRACTOR'S QUALIFICATION STATEMENT

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

BIDDER: _____

I. Experience

List the major construction projects that your organization has completed in the past five (5) years, giving the name of the project, project owner, contract amount, date of completion, and percentage of the cost of the work performed with your own forces. Do not leave blanks.

1. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

2. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

3. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

4. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

5. Project Name: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

II. References

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

1. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Phone Number: (____) _____

2. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Phone Number: (____) _____

3. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Phone Number: (_____) _____

4. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Phone Number: (_____) _____

5. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Phone Number: (_____) _____

LIST OF SUBCONTRACTORS AND EQUIPMENT
To be filled out by the Bidder and returned with the responsive Bid.

BIDDER: _____

00430 – SUBCONTRACTORS LIST

Any person submitting a bid shall in this bid set forth the name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project and whose total contract will be in excess of \$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 \$5,000.

1. Work: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

2. Work: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

3. Work: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

4. Work: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

5. Work: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

6. Work: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

00450 – EQUIPMENT LIST

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

- A. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____
- B. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____
- C. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____
- D. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____
- E. Equipment Type: _____
Manufacturer: _____
Model: _____
Capacity: _____
Condition: _____

00500 – AGREEMENT FORMS

SHARE Contract No. 000 ...
EMNRD Contract No. @ @ @ @ @ @

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 _____ (Contractor). EMNRD's Director of the Mining and Minerals Division (MMD) shall supervise and coordinate the work under this 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 Harding Pegmatite Mine Safeguard Project, Taos, New Mexico in the Project Manual which is part of Invitation to Bids (ITB) No. EMNRD-MMD-2011-01 which, together with the Project Manual, are incorporated herein by reference. This ITB was solicited by the General Services Department, State Purchasing Division ITB No. 10-521-00-5342. The Project Manual, Specifications, ITB, and Contractor's completed ITB are all incorporated into and made a part of this Agreement by reference. EMNRD shall have the sole authority to approve any changes to the Scope of Work and the Specifications and to approve the Contractor's final work product.

B. Upon receiving the written Notice to Proceed via certified mail, the Contractor shall mobilize to the site and commence work within 10 working days. 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 and to provide advance notice of service disruption prior to any work taking place.

II. Compensation

A. Subject to additions or deductions pursuant to change orders, the total maximum amount of this construction contract is xxxx and ⁰⁰/100 Dollars (\$xxxxxxxx.xx), which includes the amount of the accepted bid and the appropriate New Mexico Gross Receipts Tax.

B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.

C. EMNRD shall make payment upon receipt of a detailed and certified Application for Payment (invoice), a copy of which is included herein at Section 00900 of the Project Manual. EMNRD shall have 15 days from the date it receives written notice from Contractor requesting payment to certify that work completed or services for which payment is requested are accepted or rejected. If certified as accepted, EMNRD shall then make payment to Contractor within 21 days of EMNRD's certification of acceptance. EMNRD may make payment to Contractor by first class mailing, electronic funds transfer, or by hand-delivery of the undisputed amount of a pay request based on work completed. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. If EMNRD fails to pay Contractor within 21 days, EMNRD shall pay interest to Contractor beginning on the 22nd day after the payment was due, computed at 1.5 percent of the undisputed amount per month or fraction of a month until the payment is issued. If EMNRD receives an improperly completed invoice, EMNRD shall, within seven days of receiving the invoice, notify Contractor in what way the invoice is improperly completed, and EMNRD has no further duty to pay on the improperly completed invoice until Contractor submits it as complete. In the event work completed or services are rejected, Contractor shall promptly remedy all defects to EMNRD's satisfaction and resubmit its invoice. EMNRD shall have no obligation to make payment until Contractor submits a properly completed invoice.

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

D. **Final Payment:** Twenty-one days after certification of completion, any amounts remaining due the Contractor or subcontractor under the terms of this contract shall be paid by EMNRD upon presentation of the following: a properly executed release and duly certified payment voucher; a release of all claims and claims of lien against EMNRD and the project site arising under and by virtue of this contract; any and all subcontracts (if allowed pursuant to this Agreement); and proof of completion.

III. Term

This Agreement shall not become effective until it is executed by an authorized representative of Contractor and of EMNRD and when the Department of Finance and Administration (DFA) of the State of New Mexico encumbers funds for this Agreement. This Agreement shall terminate on December 31, 2012, unless terminated pursuant to Sections IV, Termination, IX, Appropriations, or XXIV, Disputes.

IV. Termination

A. For Reasons Beyond EMNRD's or Contractor's Control

1. EMNRD may, by written order, terminate this Agreement or any portion thereof after determining that, for reasons beyond either EMNRD's or the 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, a national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national, state or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

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

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

4. After receipt of EMNRD's notice of termination issued pursuant to this Section IV.A., the Contractor may submit a claim for costs not covered above or elsewhere in the Specifications. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, overhead expenses attributable to the project terminated, legal and accounting charges involved solely in claim preparation, 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 to the extent necessary to determine the validity and amount of each item claimed.

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 the contract within the time specified in the Notice to Proceed, or
- 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, or

- c. fails to comply with laws, ordinances, rules, regulations or orders of public authority having jurisdiction, or
- 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, or
- e. discontinues the prosecution of the work, or
- f. fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- g. becomes insolvent or files for bankruptcy or is placed into bankruptcy by creditors, or commits any acts of bankruptcy or insolvency, or
- h. allows a final judgment, in a suit filed in connection with this contract, to stand against the Contractor unsatisfied for a period of 30 working days, or
- i. makes an assignment, in connection with this contract, for the benefit of creditors, or
- j. fails to carry on the work in an acceptable manner, or
- k. otherwise has committed a material breach of the contract,

then EMNRD shall give notice in writing to Contractor and the surety of such delay, neglect, or default, and shall specify those provisions which have been violated and the corrective measures to be taken.

2. If the Contractor or surety, within a period of 10 working days after the date of such notice, does not proceed in accordance therewith, then EMNRD shall, upon written notification from EMNRD of the fact of such delay, neglect, or default, and of the Contractor's failure to comply with such notice, 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 until the work is finished.

V. Status of the Contractor

The Contractor and its agents and employees are independent Contractors performing construction services for EMNRD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.

VI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of EMNRD.

VII. Subcontracting

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

VIII. Records and Audit

The Contractor shall maintain detailed time and expenditure records that show the date, time, nature and cost of services rendered under the Agreement and retain them until June 30, 2014. 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 30 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 the U.S. Department of the Interior 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. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not specifically assumed herein by the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

XI. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of EMNRD.

XII. Amendment

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 of 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, prior to Section 1, Scope of Work, Paragraph A. of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in 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 kick-backs.

XV. Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

XVI. Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico, without giving effect to its choice of law provisions. In any lawsuit filed that relates to or arises from this

Agreement or any obligations hereunder, venue shall be only in the New Mexico State District Court in Santa Fe, New Mexico. By executing this Agreement, Contractor agrees and consents to the personal jurisdiction of the State Court of New Mexico over any and all lawsuits relating to or arising from this Agreement or any obligation hereunder.

XVII. Waiver

No waiver of any of the terms or conditions of this Agreement shall be valid or binding unless the waiver request is submitted in writing by the party making the request and then approved and signed by the party granting the waiver.

XVIII. Notices

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

Project Engineer: John T. Guranich, P.E.

Contracting Division:
Mining and Minerals Division
Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
1.505.476.3400

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:

Contractor Name
Contractor Address
Contractor Phone

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 working days subsequent to certified mailing to the party to whom it is directed.

XIX. Indemnification

The Contractor shall indemnify and forever hold and save EMNRD, the State of New Mexico, its officers, and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses, and attorney's fees and all other expenses of any kind from any

source which may arise out of this Agreement or any amendment hereto if caused by the act or omission of the Contractor, its officers, employees, servants, or agents. Nothing in this Agreement shall be construed to waive or limit any defense to which EMNRD is entitled.

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 principal beneficiary.

1. General Liability. Bodily injury liability and property damage liability insurance in the following minimum amounts: \$500,000.00 for damages to or destruction of property arising out of a single occurrence; \$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 \$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 –
\$700,000.00 each person
\$1,000,000.00 each occurrence;

Property damage liability--
\$1,000,000.00 each occurrence.

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

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

XXI. New Mexico Employees Health Insurance

A. If Contractor has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-month period during the term of the contract, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that

health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the state exceed \$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 by providing each employee with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

XXII. Employee Pay Equity Reporting

A. Contractor agrees if it has 10 or more employees OR eight or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the required reporting form (PE10-249 or PE250, depending on Contractor's size at the time) either within 30 calendar days of Agreement award (if the Agreement did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one year in duration (if the Agreement did result from a solicitation).

B. For contracts that extend beyond one calendar year, or are extended beyond one calendar year, Contractor also agrees to complete and submit the required form annually within 30 calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

C. Should Contractor not meet the size requirement for reporting at contract award but subsequently grows such that Contractor meets or exceed the size requirement for reporting, Contractor agrees to provide the required report within 90 calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

D. Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each

such subcontractor, within 90 calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

E. Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.

XXIII. Additional Pay Equity Reporting Information

A. For the purposes of complying with Section 22, Employee Pay Equity Reporting:

1. “Job Classification” means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal “worth.”

2. “New Mexico Employee” (also “Employee”) means a person working within the State of New Mexico at a New Mexico facility, regardless where the employee legally resides, and regardless of the origin of compensation checks.

3. “PE10-249 form” means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees.

4. “PE250 form” means the reporting form to be used by contractors that have 250 or more New Mexico employees.

5. “Solicitation” means an Invitation to Bid or a Request for Proposals.

B. Report Submittal: Until further notice, Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined. The mailing address is: PO Box 6850, Santa Fe, NM, 87502-6850.

C. Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the

case of a one-time fulfillment of a purchase order.

F. Exceptions to the Pay Equity Reporting Requirement:

1. Contractors with fewer than 10 employees are exempt, unless they have at least eight employees in the same job classification.
2. Contractors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

XXIV. 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 30 calendar days from the date of notification by certified mail thereof, the Contractor mails or otherwise furnishes to the MMD Director, a written appeal, addressed to the EMNRD Secretary. The Contractor shall be afforded an opportunity to be heard and to offer evidence. The decision of the EMNRD Secretary or the authorized representative thereof, shall be final and conclusive, unless within 30 calendar days from the date of notification of the Secretary's decision by certified mail the Contractor submits a written request to the Secretary that the dispute be submitted to binding arbitration in accordance with Section XXV, Arbitration. Pending final decision of a dispute hereunder, and unless otherwise notified by EMNRD, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the EMNRD Secretary's decision.

XXV. Arbitration

Any controversy or claim arising between the parties not resolved pursuant to Section XXIV, Disputes, shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

XXVI. Suspension of Work

A Suspension of Work Notice may be issued by the Project Manager if any reasonable basis exists to believe that any action of the Contractor is contrary to the intent of this Agreement or if any health or safety standard is violated after verbal or written notice to cease such activities has gone unheeded. No work performed after documentation of 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.

XXVII. Compliance with Minimum Wage Rate Decision

This Agreement is within the scope of the Public Minimum Wage Act, NMSA 1978, §§ 13-4-11, et seq. The Minimum Wage Rate Decision No. "TA-11-0280 A" 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.

XXVIII. 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 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.

XXIX. Liquidated Damage

The parties mutually agree that time for the performance of the Agreement is of the essence. Should the Contractor fail to perform the entire project within the Agreement Time for project completion (see Section 00100 of the Project Manual), the Contractor agrees to the charge of \$300.00 per calendar day of liquidated damages representing inconvenience and monetary damage to the general public. Damages shall commence on the calendar day following the last day for performance of work under the Agreement. The Contractor stipulates that EMNRD may withhold additional payments under the Agreement or attach the performance bond to cover the liquidated damages set forth above. Liquidated damages shall continue until written notice of satisfactory completion is forwarded by the Project Manager to the Project Engineer.

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

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

By: _____ Date: _____
Cabinet Secretary or Designee

CONTRACTOR NAME

By: _____ Date: _____
Authorized Representative

Contractor's Printed Name and Title

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

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

Contractor Name: _____

NM I.D. No.: _____

By: _____

Date: _____

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00600 – BONDS AND CERTIFICATES

00610 - Performance Bonds

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that _____

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

as Principal, hereinafter called Contractor, and, _____

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

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

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into a contract with Owner for the Harding Pegmatite Mine Safeguard Project, Project No. EMNRD-MMD-2011-01, Taos County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Performance Bond

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

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

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

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

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

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

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

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

WITNESS

WITNESS

PRINCIPAL (Seal)

TITLE

SURETY (Seal)

TITLE

00620 - Payment Bonds

Bond No. _____

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

KNOW ALL MEN BY THESE PRESENTS: that _____

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

as Principal, hereinafter called Contractor, and,

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

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

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Owner for the Harding Pegmatite Mine Safeguard Project, Project No. EMNRD-MMD-2011-01, Taos County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Labor and Material Payment Bond

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly 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 judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name

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

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

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

00650 – CERTIFICATE OF INSURANCE

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

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

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

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

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

CERTIFICATION

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

Name of Issuing Agency

Signature of Authorized Representative

Address

Date of Issue

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00700 – GENERAL CONDITIONS

00704 - Differing Site Conditions

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

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

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

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

00713 – Warranty and Guarantee

The Contractor shall obtain and assign to EMNRD all manufacturers' and producers' guarantees or warranties which are normally provided as customary trade practice for items and materials incorporated into the work. In the absence of a manufacturer's or producer's guarantee, the Contractor warrants that equipment and material incorporated into the work is free from any defects or imperfections in workmanship and material for a period of one year after acceptance by EMNRD. The Contractor shall promptly, without cost to EMNRD, and in accordance with EMNRD's written instructions, either correct such defective work, or, if it has been rejected by EMNRD, remove it from the site and replace it with nondefective 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, who acts as

directed by and under the supervision of the Project Engineer, and who will confer with the Project Engineer regarding his 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 him 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 he 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 he 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 subsequent to 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 log book, 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.
 - c. Record names, addresses and telephone numbers of all the Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports:
 - a. Furnish the Project Engineer periodic reports as required of progress of the work and the Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with the Project Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

- c. Report immediately to the Project Engineer upon the occurrence of any accident.
10. Payment Requisitions: Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Project Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
 11. Certificates, Maintenance and Operation manuals: During the course of 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 actually installed; and deliver this material to the Project Engineer for his 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:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on the Project Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent, or expedite the work.
4. 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.

5. Shall not issue directions as to safety precautions and programs in connection with the work.
6. Shall not participate in specialized field or laboratory test, unless such is specifically called for in the Contract Documents.
7. Shall not receive any materials, supplies, equipment, etc. on behalf of the Contractor.

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00800 – SUPPLEMENTARY CONDITIONS**00825 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING****U.S. DEPARTMENT OF THE INTERIOR
Office of Surface Mining Reclamation and Enforcement****Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

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

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

Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals)

(See Appendix C of Subpart D of 43 CFR 12).
Certification Regarding Lobbying (See 43 CFR 18).

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

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

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

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

PART B: Certification Regarding Drug Free Workplace Requirements

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

1. The grantee certifies that it will or continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

I Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - (1) Abide by the terms of the statement and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

PART C: Certification Regarding Lobbying

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

NAME

DATE

TITLE

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

DI-2010 (March 1995)
Modified for AML Use

00826 – APPLICANT/VIOLATOR SYSTEM INFORMATION**Instructions for Completing AML Contractor Form OMB #1029-01191**

Part A: General Information. Part A should be completed by the AML Contractor.

Part B: Legal Structure. Part B should be completed by the AML Contractor.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor, selecting the statement that best describes their situation.

If information is accurate, complete and up-to-date, then check the first statement and sign and date. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.²

Upon reviewing an Entity OFT printout, if you discover the information contained in AVS is not accurate, complete and up-to-date, then check the second statement and complete Part D to provide missing or corrected information that needs reflected in AVS. Attach the Entity OFT printout to the OMB #1029-0119 form and submit the form and attachment to the AML Contracting Officer your business is working with.

If your business does not appear to have any information in AVS, then check the third statement and complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

Part D:

If current Entity OFT information for your business is incomplete, incorrect, or if you believe there is no information currently in the AVS for your business, you must complete Part D. Submit the OMB #1029-0119 form to the AML Contracting Officer your business is working with.

¹If you need any assistance completing OMB #1029-0119, please contact the AVS Office at 800.643.9748.

² You may obtain your business' Entity OFT for certification purposes two ways. One way is to contact the AVS Office at 800.643.9748 and request the information. The second way is to access the AVS from your personal computer by visiting <https://avss.osmre.gov>. Click "Access AVS", and then Login as Guest. Place your cursor on the "Entity" Module and "Click". Type your business name in search box and press enter key. If more than one entity record appears, select your company and then "Click" on the "relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS.

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

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

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

Date _____

Requesting Office _____

Contact _____

Contact's Telephone _____

Preferred response method:

E-MAIL: _____

or

FAX: (_____) _____

Level of your request: Emergency _____

(Expect your response within 4 hrs if received before 3 PM Eastern)

Non-Emergency _____

(Expect your response with two business days)

Note to Evaluator:

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 to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

Part A: General Information

Business Name: _____ Tax Payer ID No.: _____
Address: _____
City: _____ State: _____ Zip Code: _____ Phone: _____
Fax No.: _____ E-mail address: _____

Part B: Legal Structure

Corporation Sole Proprietorship Partnership LLC
 Other (please specify) _____

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.

I, _____, have the express authority to certify that:
(print name)

1. _____ Information on the **attached** Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. If you select this option, you **must** attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
2. _____ Part of the information on the **attached** Entity OFT from AVS is missing or incorrect and must be updated. If you select this option, you **must** attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
3. _____ Our business currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.

Date Signature Title

IMPORTANT! In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or from the AVS website at <https://avss.osmre.gov>.

Part D.

Contractor Name: _____

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name _____	Position/Title _____
Address _____	Telephone # _____
_____	% of Ownership _____
Begin Date: _____	Ending Date: _____

Name _____	Position/Title _____
Address _____	Telephone # _____
_____	% of Ownership _____
Begin Date: _____	Ending Date: _____

Name _____	Position/Title _____
Address _____	Telephone # _____
_____	% of Ownership _____
Begin Date: _____	Ending Date: _____

Name _____	Position/Title _____
Address _____	Telephone # _____
_____	% of Ownership _____
Begin Date: _____	Ending Date: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 SIB, Constitution Ave., NW, Washington, D.C. 20240.

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00830 – WAGE DETERMINATION SCHEDULE

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
Public Works Bureau
625 Silver Ave SW, Suite 410
Albuquerque, NM 87102
(505) 841-4400 / FAX (505) 841-4423

JOHN SANCHEZ
LT. GOVERNOR

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and, excluding the Notification of Award, and Subcontractor List, **MUST BE FORWARDED** to the prospective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

LABOR ENFORCEMENT FUND – STRICTLY ENFORCED

NOTE: Any general contractors must be registered with the **Labor Enforcement Fund** prior to the bidding process or the bid shall be deemed invalid. All subcontractors or tier subcontractors bidding more than \$60,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at www.dws.state.nm.us, click "Public Works" for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS:** IF BIDS ARE NOT OPENED BEFORE NEW WAGE RATES FOR 2011 ARE APPROVED; NEW WAGE RATES MAY BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-841-8995.

Weekly certified payrolls are required on all public works projects. All certified payrolls must be submitted to the general contractor and the owner/contracting agency. The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do **NOT** submit any certified payrolls to our office unless our office requests them.

NM Apprenticeship and Training Fund payments are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office (NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428). Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are still required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution applies for the work under the type construction with contribution rates. Failure to pay Apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties. If you have any Apprenticeship questions, please feel free to call (505) 841-4403.

"AN EQUAL OPPORTUNITY EMPLOYER"

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
Public Works Bureau
625 Silver Ave SW, Suite 410
Albuquerque, NM 87102
(505) 841-4400 / FAX (505) 841-4423

NOTICE TO ALL PUBLIC WORKS CONTRACTORS
PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC WORKS
MINIMUM WAGE ACT

The Public Works Bureau insures compliance of the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the **Notification of Award (NOA)** and **Subcontractor List** must be completed and sent to the Public Works Bureau by the Contracting Agency or its agent. The **Statement of Intent to Pay Prevailing Wages** must be completed by the contractors performing work on the project and sent through the General Contractor to the Public Works Bureau. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on a state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payment and payroll.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A **monthly apprenticeship contribution compliance form and check for payment** (when applicable) is required and should be sent to NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428. After a contractor completes work on a project, but before his final payment, an **Affidavit of Wages Paid** must be completed and sent to the Public Works Bureau – through the General Contractor.

Each employee must receive the full base and fringe rate per hour for all hours worked in their job classification, regardless of the qualifications or license held. The only exception is for workers with a current certification in approved apprenticeship programs. The apprentice must also receive the full benefit of the fringe rate. Fringe benefits may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (*i.e.*: an OSHA 10 safety program). If fringe benefits are paid to a third-party account, the employee must have quarterly statements provided to them. The third way of paying fringe benefits, is to pay as a combination of cash and into approved programs. This office will sometimes ask for complete breakdowns of all payment to insure total compliance.

The minimum wage, or greater, as shown on individual wage decisions must be paid. "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual they must be resolved as soon as possible. If you have questions, please call (505) 841-8995.

"AN EQUAL OPPORTUNITY EMPLOYER"

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU
QUESTIONS?? Call OR E-mail:

Patricia Barela @ (505) 841-4409 OR patricia.barela@state.nm.us or
 Lori Griego @ (505) 841-4408 OR lorigriego2@state.nm.us or

Michael Fanestiel @ (505) 841-8995 OR michael.fanestiel@state.nm.us

fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
EMNRD – MMD	Taos	02/23/11	TA-11-0280 A
Mine Reclamation Bureau		Expires for Bids	
Type of Construction: A		Upon approval of 2011 rates	
<p>Description of Work: Harding Pegmatite Mine Safeguard Project Safeguard mine openings from the general public with work such as backfilling, bat gates, gates, barriers, fencing, etc.</p> <p>REMINDER to those preparing BID documents: If bids are not opened by the above “Expires for Bids” date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-8995 to check status of new wage rates.</p>			

NOTICES

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

Harding Pegmatite Mine Safeguard Project: Wage Decision # TA-11-0280 A

Safeguard mine openings from the general public with work such as backfilling, bat gates, gates, barriers, fencing, etc.

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING*Effective January 1, 2010*

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

LABOR ENFORCEMENT FUND **(STRICTLY ENFORCED)**

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

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the division. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with workforce solutions department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

13-4-14.1 Labor enforcement fund; creation; use.

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division, and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.

The director may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.

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00900 – APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT
HARDING PEGMATITE MINE SAFEGUARD PROJECT
 Taos, New Mexico
 EMNRD-MMD-2011-01

Contract No. @-521-0620-@@@@@ Contractor: _____ Billing No. _____ Billing Date _____ Terminate _____

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

ITEM NO.	MATERIAL OR WORK DESCRIPTION	ESTIMATED QUANTITY	CONTRACT AMOUNT	UNITS THIS BILLING	AMOUNTS THIS BILLING	UNITS PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS REMAINING	AMOUNTS REMAINING
1.	Mobilization (not to exceed 10% of total base bid)	For the lump sum of	\$ _____						
2.	Construct Chain Gate #1	For the lump sum of	\$ _____						
3.	Construct Chain Gate #2	For the lump sum of	\$ _____						
4.	Widen Access Road, Grade Parking Lot, Remove Metal Posts and Install Post and Chain Barrier	For the lump sum of	\$ _____						
5.	Construct Swing Gate in Parking Area	For the lump sum of	\$ _____						
6.	Backfill Feature 8 Shaft	For the lump sum of	\$ _____						
7.	Construct Walk-Through Bat Gate at Feature 1 Adit	For the lump sum of	\$ _____						
8.	Construct Bat Gate at Feature 1 Stope	For the lump sum of	\$ _____						
9.	Construct Walk-Through Bat Gate at Feature 2 Adit	For the lump sum of	\$ _____						
10.	Construct Bat Gate in CSP with Grouted Rock Bulkhead at Feature 3 Adit	For the lump sum of	\$ _____						

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ITEM NO.	MATERIAL OR WORK DESCRIPTION	ESTIMATED QUANTITY	CONTRACT AMOUNT	UNITS THIS BILLING	AMOUNTS THIS BILLING	UNITS PREVIOUS BILLINGS	AMOUNTS PREVIOUS BILLINGS	UNITS REMAINING	AMOUNTS REMAINING
11.	Construct CSP Airflow Closure at Feature 4 Adit	For the lump sum of	\$ _____						
12.	Construct Bat Gate with Hinged Door at Feature 5 Adit	For the lump sum of	\$ _____						
13.	Construct Bat Gate with Hinged Door at Feature 10 Adit	For the lump sum of	\$ _____						
14.	Construct Bat Gate at Feature 11 Adit	For the lump sum of	\$ _____						
15.	Construct Bat Gate at Feature 17 Adit	For the lump sum of	\$ _____						
16.	Install Approximately 550' of Six Strand Barbed Wire Fence along Highwall Crest	For the lump sum of	\$ _____						

Subtotal \$ _____

GROSS RECEIPTS TAX = LOCAL RATE (6.1875% through 6/30/10) x Subtotal \$ _____

TOTAL CONTRACT \$ _____

CERTIFICATION

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

By: _____
Mining and Minerals Division Director

By: _____
Contractor

By: _____
AML Project Engineer

Date: _____

Date: _____

Date: _____

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