



NEW MEXICO

Abandoned Mine Lands

Project Manual
Including Plans and Specifications
For Construction of

**Sugarite Gob Reclamation Project – Phase VIII/
Yankee-Vukonich Maintenance II**
Raton, New Mexico

PROJECT NO.
EMNRD-MMD-2013-01

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)

May 2013



PROJECT NAME: Sugarite Gob Reclamation Project – Phase VIII/
Yankee-Vukonich Maintenance II

LOCATION: Raton, New Mexico

PROJECT NUMBER: EMNRD-MMD-2013-01

ENGINEER OF RECORD: John A. Kretzmann, P.E.
Mining and Minerals Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
Telephone 505.476.3423

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 A. Kretzmann, P.E. (Project Engineer)

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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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. SHEETS AND FIGURES

The following sheets and figures may be found as attachments:

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

BIDDER:

**INVITATION TO BID
CONSTRUCTION CONTRACT**

PROJECT: SUGARITE GOB RECLAMATION
PROJECT – PHASE VIII/YANKEE-VUKONICH
MAINTENANCE II
RATON, NEW MEXICO
PROJECT NO.: EMNRD-MMD-2013-01

BID NUMBER: 30-521-13-05564

ARCHITECT/ENGINEER OF RECORD

John A. Kretzmann, P.E.

Telephone: (505) 476.3423

FAX: (505) 476.3402

Sealed bid opening: Friday, May 31, 2:00

PM

NM STATE PURCHASING DIVISION

OWNER: Abandoned Mine Land Program
Mining and Minerals Division
Energy, Minerals and Natural Resources
Department

State of New Mexico

1220 South 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 four 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) 476.3423
JOHN.KREZMANN@STATE.NM.US

THE PLAN ROOM AT SUN
GLASS, INC.
650 WEST BROADWAY, SUITE B
FARMINGTON, NM 87401
1.800.748.2789 OR 505.327.0700
PLANROOM@SUNGLASSNM.COM

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

ASSOCIATED GENERAL
CONTRACTORS OF EL PASO
1359 LOMA LAND, SUITE 106
EL PASO, TX 79935
915.585.1533
RBARRON@AGEELPASO.ORG

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

MCGRAW HILL CONSTRUCTION
DODGE
4300 BELTWAY PLACE SUITE 180
ARLINGTON, TX 76018
877-903-1904
SUPPORT@CONSTRUCTION.COM

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 Relations Division, Public Works Bureau, 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.

Attention of the Bidder also is directed particularly to the current requirements as to veteran's preference per NMSA 1978, Sections 13-1-21 and 22. The provisions of NMSA 1978, Sections 13-1-21 and 22 are not applicable to projects receiving federal aid or when the expenditure of federal funds designated for a specific contract is involved.

Pay Equity Reporting: All bids **must** acknowledge their pay equity status on the bid form and attach the appropriate form as needed. For full information on this subject, see the State Purchasing website at: http://gsd.sks.com/statepurchasing/Pay_Equity.aspx.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory Pre-bid Conference will be held as follows:

DATE: Friday, May 24, 2013 TIME: 10:30 A.M.

LOCATION: Between Mile Posts 7 and 8 on State Highway 72, at the intersection of the highway and Yankee Canyon Road (County Road A-27), about 6.4 miles east of U.S. Interstate 25 and Raton, New Mexico. Interested parties will tour the project sites from this location with AML Program staff. The project sites in Yankee Canyon are behind locked gates and will be visited first. The project sites in Sugarite Canyon are on easily accessible public land and will be visited second.

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
SPD 9-90

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 240 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 – Construction Industries Division has determined that construction of the project will require a GF-4 or GF-98 construction license;
2. proof of registration with Labor Relations Division of the New Mexico Department of Workforce Solutions for contractor and all subcontractors when Bidder submits a bid valued at more than \$60,000;
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 indication on the bid form that Bidder is exempt.

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, nor the New Mexico Resident Veteran's preference, apply to this procurement.

VI. New Mexico Employees Health Insurance

A. 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 any Agreement which may result from this RFP, Bidder agrees, by submitting a bid, to have in place, and agree to maintain for the Agreement's term, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Bidder and the state exceed \$250,000.

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

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

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

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

VII. Employee Pay Equity Reporting

A. Bidder agrees if it has 10 or more New Mexico employees OR eight or more employees in the same job classification, at any time during the term of any Agreement that may result from this RFP, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one year in duration.

B. If Bidder has 250 or more employees, Bidder must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one year in duration.

C. For contracts that extend beyond one calendar year, or are extended beyond one calendar year, Bidder also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within 30 days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first.

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

E. Bidder also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Bidder further agrees that, should one or more subcontractor not meet the size requirement for reporting at the time of contract award but subsequently grows such that the subcontractor meets or exceeds the size requirement for reporting, Bidder shall submit the required report, for each such subcontractor, within 90 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.

F. Bidder 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. Bidder

acknowledges that this subcontractor requirement applies even though Bidder itself may not meet the size requirement for reporting and be required to report itself.

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. 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.

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 – NON-MANDATORY PRE-BID CONFERENCE

Prospective Bidders are urged 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 State Trust Land and State Parks land. Failure to inspect the site will not relieve the Bidder from the responsibility of properly estimating the difficulty and cost of performing their portion of the work.

The 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 three to four hours. Some access is across unmaintained 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, extremely steep and sometimes 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	MATERIAL OR	ESTIMATED QUANTITY¹	BID AMOUNT²
ITEM	WORK DESCRIPTION		

1.	<u>Mobilization</u> (not to exceed 10% of TOTAL BASE BID)	For the lump sum of	
			Dollars (\$ _____)
(Written Dollars and Cents)			

2.	<u>Construction and Removal of Temporary Wetland Crossing</u> Complete in Place	For the lump sum of	
			Dollars (\$ _____)
(Written Dollars and Cents)			

3.	<u>Straw Bale Terraces, Type “SB”</u> Complete in Place	For the unit price of	
			Dollars per Linear Foot (\$ _____)
(Written Dollars and Cents) PER LF			
			X 1,320 Linear Feet =
			Dollars (\$ _____)
(Written Dollars and Cents)			

4.	<u>Coir Roll Terraces, Type “CRW”</u> Complete in Place	For the unit price of	
			Dollars per Linear Foot (\$ _____)
(Written Dollars and Cents) PER LF			
			X 6,500 Linear Feet =
			Dollars (\$ _____)
(Written Dollars and 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.

BID ITEM	MATERIAL OR WORK DESCRIPTION	ESTIMATED QUANTITY¹	BID AMOUNT²
---------------------	---	---------------------------------------	-------------------------------

8.	<u>Hydro-Slurry Application</u> Complete in Place	For the lump sum of	_____ Dollars (\$ _____)
			(Written Dollars and Cents)

9.	<u>Full Soil Treatment at Gob Site D.</u> Complete in Place	For the lump sum of	_____ Dollars (\$ _____)
			(Written Dollars and Cents)

10.	<u>Rough Bed Channel at Gob Site D.</u> Complete in Place	For the lump sum of	_____ Dollars (\$ _____)
			(Written Dollars and Cents)

11.	<u>Tubling and Bareroot Seedlings</u> Complete in Place	For the unit price of	_____ Dollars per Each (\$ _____)
			(Written Dollars and Cents) PER EA
			X 10,566 Each =
			_____ Dollars (\$ _____)
			(Written Dollars and Cents)

12.	<u>Seedling Protection Tubes</u> Complete in Place	For the unit price of	_____ Dollars per Each (\$ _____)
			(Written Dollars and Cents) PER EA
			X 800 Each =
			_____ Dollars (\$ _____)
			(Written Dollars and 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.

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

13. Closure of Access Roads
 Complete in Place For the lump sum of

_____ Dollars (\$ _____)

(Written Dollars and Cents)

14. Watering Packages
 Complete in Place For the unit price of

_____ Each (\$ _____)

(Written Dollars and Cents) PER EA

X 450 Each =

_____ Dollars (\$ _____)

(Written Dollars and Cents)

**15. Maintenance and Protection
of Plant Material**
 Complete in Place For the lump sum of

_____ Dollars (\$ _____)

(Written Dollars and Cents)

16. Seeding
 Complete in Place For the unit price of

_____ Dollars per Acre (\$ _____)

(Written Dollars and Cents) PER AC

X 3.0 Acres =

_____ Dollars (\$ _____)

(Written Dollars and 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.

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

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

Pay Equity Compliance

Please mark the appropriate box below:

Bidder is subject to the Employee Pay Equity Reporting requirement and has provided a completed and signed employee pay equity form (PE 10-249 or PE250), along with this Bid Form.

Bidder is exempted from the Employee Pay Equity Reporting Requirement. (Bidders who have fewer than 10 employees, or fewer than eight employees in the same job classification, are exempt UNLESS they have at least eight employees in the same job classification.)

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

Addendum No.: _____ **Dated:** _____

Addendum No.: _____ **Dated:** _____

Addendum No.: _____ **Dated:** _____

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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: (_____) _____

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

BIDDER: _____

00430 – SUBCONTRACTORS LIST

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

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00500 – AGREEMENT FORMS

SHARE 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 and staff of the Mining and Minerals Division (MMD) shall supervise and coordinate the work under this Construction Services Contract (Agreement).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

I. Scope of Work

The Contractor shall perform the work described in the Specifications for the Contractor shall perform the work described in the Specifications for the Sugarite Gob Reclamation Project – Phase VIII/Yankee-Vukonich Maintenance II, Raton, New Mexico in the Project Manual which is part of Invitation to Bids (ITB) No. EMNRD-MMD-2013-01, 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. 30-521-13-05530. 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.

A. 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.

B. **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 (\$xxxxxxx.xx), which includes the amount of the accepted bid and the appropriate New Mexico Gross Receipts Tax. This

amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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:** After (i) the EMNRD Project Manager notifies the Project Engineer in writing that all deficiencies as described in Section 01700 have been remedied and (ii) Contractor completes full demobilization, the Contractor shall submit a final invoice. Twenty-one days after EMNRD approves the invoice, any undisputed 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 Agreement; 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, 2014, unless terminated pursuant to Sections IV, Termination, IX, Appropriations, or XXIV, Disputes.

IV. Termination

A. For Reasons Beyond Contractor's Control

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

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

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

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

5. The Contractor agrees to make all cost records available 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;
- b. fails to perform the work with sufficient skilled workers and equipment or with sufficient proper materials to assure the prompt completion of said work;
- c. fails to comply with laws, ordinances, rules, regulations or orders of public authority having jurisdiction;
- d. performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable;
- e. discontinues the prosecution of the work;
- f. fails to resume work which has been discontinued within a reasonable time after notice to do so;
- g. becomes insolvent or files for bankruptcy or is placed into bankruptcy by creditors, or commits any acts of bankruptcy or insolvency;
- h. allows a final judgment, in a suit filed in connection with this contract, to stand against the Contractor unsatisfied for a period of 30 working days;
- i. makes an assignment, in connection with this contract, for the benefit of creditors;
- j. fails to carry on the work in an acceptable manner;
- 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 that have been violated and the corrective measures to be taken (Default Notice), if any.

2. If the Contractor or surety, within a period of 10 working days after 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 for the work that Contractor performed after the date of the Default Notice until the work is finished. EMNRD shall also have all remedies available to it at law and in equity.

V. Status of the Contractor

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

VI. Assignment

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

VII. Subcontracting

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

VIII. Records and Audit

The Contractor shall maintain detailed time and expenditure records that show the date, time, nature and cost of services rendered under this Agreement and retain them 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 New Mexico 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. This release is self-executing upon such final payment. The Contractor agrees not to purport to bind the State of New Mexico to any obligation unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

XI. Confidentiality

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

XII. Amendment

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. 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 A. Kretzmann, 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, whichever is earlier.

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 that may arise out of this Agreement or any amendment hereto or the performance hereof to the extent that if caused in whole or in part by the act or omission of the Contractor, its officers, employees, servants, or agents, or to the extent that if caused in whole or in part by the act or omission of any subcontractor, its officers, employees, servants, or agents. Nothing in this Agreement shall be construed to waive or limit any defense at law 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.insurenwemexico.state.nm.us/>.

XXII. Employee Pay Equity Reporting

A. Contractor agrees if it has 10 or more New Mexico employees OR eight or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one year in duration.

B. If Contractor has 250 or more employees, Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one year in duration.

C. For contracts that extend beyond one calendar year, or are extended beyond one calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within 30 days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first.

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

E. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement 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 the time of contract award but subsequently grows such that the subcontractor meets or exceeds the size requirement for reporting, Contractor shall submit the required report, for each such subcontractor, within 90 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.

F. 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.

G. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying Contractor's response to such solicitation, the report does not need to be re-submitted with this Agreement.

XXIII. Additional Pay Equity Reporting Information

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

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. 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. 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 this 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. “CO-13-0189 A” of the New Mexico Public Works Bureau (1.505.841.4406) 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 for Inconvenience and Increased Administrative Cost

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

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

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

By: _____ Date: _____
Cabinet Secretary or Designee

CONTRACTOR 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 Sugarite Gob Reclamation Project – Phase VIII/Yankee-Vukonich Maintenance II, Project No. EMNRD-MMD-2013-01, Colfax County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Performance Bond

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

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

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

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

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

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

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

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

WITNESS

WITNESS

PRINCIPAL (Seal)

TITLE

SURETY (Seal)

TITLE

00620 - Payment Bonds

Bond No. _____

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

KNOW ALL MEN BY THESE PRESENTS: that _____

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

as Principal, hereinafter called Contractor, and,

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

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

WHEREAS, Principal has by written agreement dated _____, 20___, entered into a contract with Owner for the Sugarite Gob Reclamation Project – Phase VIII/Yankee-Vukonich Maintenance II, Project No. EMNRD-MMD-2013-01, Colfax County, New Mexico, in accordance with the enclosed Drawings and Specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

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		Each Accident
Comprehensive General Liability including: <input type="checkbox"/> Premises – Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products and Completed Operations <input type="checkbox"/> Broad Form Property Damage <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 <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury and Property Damage Combined	\$ \$ \$ \$	
Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella				Bodily Injury and Property Damage Combined	\$	\$
Other (Specify)				The State of New Mexico, EMNRD, MMD, and its agents and employees thereof are either additional insured, co-insured, or principal beneficiary.		

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

CERTIFICATION

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

Name of Issuing Agency

Signature of Authorized Representative

Address

Date of Issue

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00700 – GENERAL CONDITIONS

00704 - Differing Site Conditions

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

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

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

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

00713 – Warranty and Guarantee

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

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

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

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.

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

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

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) to Labor Relations Division within 3 (Three) days of this project being awarded.

General Contractor

- Provide to Labor Relations Division within 3 (Three) days a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages.
- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the owner/contracting agency.
- NM Apprenticeship and Training Fund payments are to be paid to either an approved Apprenticeship program or to the Labor Relations Division.
- The Wage Rate poster must be displayed at the job site in an easily accessible place.
- When a project has been completed, Affidavits of Wages Paid (AWP) need to be sent to the Labor Relations Division.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the General Contractors.
- NM Apprenticeship and Training Fund payments must be paid to either an approved Apprenticeship program or the Labor Relations Division.

Additional Information.

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link. www.dws.state.nm.us/new, Labor Relations, Public works

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at kim.kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS -
PUBLIC WORKS BUREAU**

QUESTIONS?? Call OR E-mail:

Otis Caddy @ (505) 841-4406 OR Lynno.caddy@state.nm.us or
Kim Kew @ (505) 841-4405 OR kim.kew@state.nm.us
fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Abandoned Mine Land Program	Colfax	02/12/13	CO-13-0189 A
		Expires for Bids	
Type of Construction: A		06/12/13	

Description of Work: Sugarite Gob Reclamation Project – Phase VIII

The focus of this project is to provide remedial reclamation to better control erosion and sedimentation at previously reclaimed gob (coal mine waste) piles in Sugarite Canyon State Park and in Yankee Canyon. This project includes the following work: • Construction of straw bale terraces, coir roll terraces, sediment barrier dams, and coir bag gully packing and application of hydro-slurry at Gob Sites A1, A3, A4, A5 and A8 at Sugarite. • Construction of a rough bed rock channel with coir rolls at Gob Site D in Yankee Canyon. • Gob fire extinguishment, full soil treatment and application of hydro-slurry at Gob Site D in Yankee Canyon. • Planting of seedlings at Gob Sites A1, A2S, A3, A4, A5 and A8 at Sugarite and at Gob Site D at Yankee Canyon, including planting hole amendments, seedling protection tubes where required, and maintenance and protection of plantings for six months. • Grading required for access to the sites along designated access roads and trails and closure of these roads and trails as specified by ripping, amending where indicated, and reconstructing and installing waterbars. • Hydroseeding using an extended-term flexible growth medium and broadcast seeding at designated areas and areas disturbed by construction.

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) 841-4409 to check status of new wage rates.

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 its 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

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING*Effective January 1, 2013*

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.

Type A construction: Laborers, Operators, and Truck Drivers

Laborer classification groups and wage spreads for type "A" construction:

- (1) Group I (unskilled): -\$0.30: building and common laborer; carpenter tender chainman; rodman; stakedriver; concrete buggy operator (hand); concrete workers; flagman; soil sample tester;
- (2) Group II (semiskilled): (base): wagon, air tract, drill and diamond drillers' tender (outside); air and power tool man (not a carpenter's tool); asphalt heaterman; asphalt jointman; asphalt raker; batching plant scaleman; tenderers (to cement mason and plasterer); chain sawman; concrete power buggyman; concrete touch-up man; concrete sawman - coring mach.; curbing machine, asphalt or cement; cutting torchman; metal form setter-road; grade setter; hod carrier; mortar mixer and mason tender; powderman or blaster helper; sandblaster; scaler; vibratorman (hand type); vibratory compactor (hand type); window washer; nurseryman-gardener; wagon, air tract, drill and diamond driller (outside); roadway hardware worker;
- (3) Group III (miscellaneous): +\$0.40: gunite pumpcreteman and nozzle man; multi-plate setter; manhole builder; pipelayer; powderman-blaster-makeup; landscaper; traffic control technician; laboratory technician.

Equipment operator classification groups and wage spreads for type "A" construction:

- (1) Group I: -\$0.80: concr. paving curing machine;
- (2) Group II: -\$0.60: belt type conveyors (material and concrete); broom (self prop.); fork lift; grease truck oper.; head oiler; hydro lift; tractor (under 50 drawbar HP with or without attach.); indus. loco. brakeman; front end loader (2CY or less); fireman; oiler; screedman; roller (pull type); mulching machine, roller (self propelled);
- (3) Group III: -\$0.02: concr. paving form grader; concr. paving gang vibrator; concr. paving joint or saw mach.; concr. paving sub grader; tractor with backhoe attachment; subgrade or base finisher; power plant (elec. gen. or welding mach.);
- (4) Group IV: (base): bulldozer (including self-propelled roller with dozer attachment); batch or continuous mix plant (concr., soil cement, or asph.); roller (steel wheel); front end loader (2 through 10CY); scraper oper., motor grader;
- (5) Group V: +\$0.00: asph. distr.; asph. paving or laydown mach.; asph. retort heater; mixer, heavy duty, asph. or soil cement; trenching mach.; clam type shaftmucker; backhoe, clamshell, dragline, gradall, shovel (under 3/4 CY); elevating grader or belt loader; cranes (crawler or mobile) under 20 ton; air compressor (300 CFM and over); crushing screening and washing plants; drlg. mach. (cable core or rotary); mixer, concr. (1 CY and

less); pump (6 in. intake or over); winch truck; hoist (1 drum); indus. loco. motorman; lumber stacker; tractor (50 drawbar HP or over);

(6) Group VI: +\$0.15: concr. paver mixer; hoist (2 drums and over); side boom; traveling crane; piledriver; backhoe, clamshell, dragline, gradall, shovel (3/4 CY to 3 CY); cranes (crawler or mobile) 20 ton to 40 ton; front end loader (over 10 CY); mixer., concr. (over 1 CY); mechanic and/or welder;

(7) Group VII: +\$0.20: concr. slip-form paving mach.; concr. paving finishing mach.; concr. paving longitudinal float; gunite mach.; refrig.; jumbo form or drlg.; stage; slusher; concr. paving spreader; pumpcrete mach.; grout pump oper.;

(8) Group VIII: +\$0.35: mine hoist; bulldozer (multiple units); scraper (multiple units); mucking mach.; backhoe, clamshell, dragline, gradall, shovel (over 3 CY); cranes (crawler or mobile) over 40 tons;

(9) Group IX: +\$0.85: belt loader (CMI type) oper.; pipemobile oper. assistant; derrick, cableway;

(10) Group X: +\$1.65: pipemobile operator; mole operator.

Truck driver classification groups and wage spreads for type "A" construction:

(1) Group I: -\$0.20: pick-up truck 3/4 ton or under; warehouseman; dump truck, under 8 cubic yards; flatbed, 1 1/2 ton or under;

(2) Group II: (BASE): dump truck, 8 to 16 cubic yards; tank truck, under 6,000 gallons; flatbed, over 1 1/2 ton;

(3) Group III: +\$0.20: spreader box (self-propelled); distributor (asphalt) transit mix; lowboy, light equipment; off-highway hauler; tank truck, over 6,000 gallons; dump truck, over 16 cubic yards; trailer semi-trailer dump;

(4) Group IV: +\$0.40: diesel-powered transport; lowboy, heavy equipment.

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00900 – APPLICATION FOR PAYMENT**APPLICATION FOR PAYMENT**

Sugarite Gob Reclamation Project – Phase VIII/Yankee-Vukonich Maintenance II
 Raton, New Mexico
 EMNRD-MMD-2013-01

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

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

<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS REMAINING</u>	<u>AMOUNTS REMAINING</u>
1.	<u>Mobilization</u> (not to exceed 10% of TOTAL BASE BID)		For the lump sum of \$ _____						
2.	<u>Construction and Removal of Temporary Wetland Crossing</u> Complete in Place		For the lump sum of \$ _____						
3.	<u>Straw Bale Terraces, Type "SB"</u> Complete in Place	\$ _____ X	X 1,320 Linear Feet = \$ _____						
4.	<u>Coir Roll Terraces, Type "CRW"</u> Complete in Place	\$ _____ X	X 6,500 Linear Feet = \$ _____						
5.	<u>Coir Roll Installations, Type "CR"</u> Complete in Place	\$ _____ X	X 120 Linear Feet = \$ _____						
6.	<u>Sediment Barrier Dams</u> Complete in Place	\$ _____ X	X 60 Each = \$ _____						
7.	<u>Installation of Coir Bag Gully Packing, Complete in Place</u>	\$ _____ X	X 90 Each = \$ _____						
8.	<u>Hydro-Slurry Application</u> Complete in Place		For the lump sum of \$ _____						
9.	<u>Full Soil Treatment at Gob Site D, Complete in Place</u>		For the lump sum of \$ _____						
10.	<u>Rough Bed Channel at Gob Site D, Complete in Place</u>		For the lump sum of \$ _____						

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<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS REMAINING</u>	<u>AMOUNTS REMAINING</u>
11.	<u>Tubling and Bareroot Seedlings</u> Complete in Place	\$ _____ X X 10,566 Each =	\$ _____						
12.	<u>Seedling Protection Tubes</u> Complete in Place	\$ _____ X X 800 Each =	\$ _____						
13.	<u>Closure of Access Roads</u> Complete in Place		For the lump sum of \$ _____						
14.	<u>Watering Packages</u> Complete in Place	\$ _____ X X 450 Each =	\$ _____						
15.	<u>Maintenance and Protection of Plant Material</u> Complete in Place		For the lump sum of \$ _____						
16.	<u>Seeding</u> Complete in Place	\$ _____ X X 3.0 Acres =	\$ _____						
17.	<u>Allowance for Gob D.3 Fire Extinguishment</u>		For the lump sum of \$ _____						
18.	<u>Allowance for Plant Survival Bonus</u>		For the lump sum of \$ _____						
			Subtotal		\$ _____				
			GROSS RECEIPTS TAX = LOCAL RATE (5.7500% through 6/30/13) 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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SPECIFICATIONS

Please Note – Use of Brand Name Specifications: Use of any brand name herein is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

DIVISION 1 - GENERAL REQUIREMENTS

The following sections describe the general requirements of this project.

01010 - SUMMARY OF WORK

The Sugarite Gob Reclamation Project – Phase VIII is located about six miles northeast of Raton in Colfax County, New Mexico. The project area (see Sheet 1 of 3) is on unplatted public and private land within the Maxwell Land Grant.

The Yankee-Vukonich Maintenance II Project is located about eight miles northeast of Raton in Colfax County, New Mexico. The project area (see Figure 7) is on public and private land within Section 30, T 32 N, R 25 E and Section 36, T 32 N, R 24 E, NMPM.

The focus of these joint projects is to provide remedial reclamation to better control erosion and sedimentation at previously reclaimed gob (coal mine waste) piles in Sugarite Canyon State Park and in Yankee Canyon. These joint projects include the following work:

- Construction of straw bale terraces, coir roll terraces, sediment barrier dams, and coir bag gully packing and application of hydro-slurry at Gob Sites A1, A3, A4, A5 and A8 at Sugarite.
- Construction of a rough bed rock channel with coir rolls at Gob Site D in Yankee Canyon.
- Gob fire extinguishment, full soil treatment and application of hydro-slurry at Gob Site D in Yankee Canyon.
- Planting of seedlings at Gob Sites A1, A2S, A3, A4, A5 and A8 at Sugarite and at Gob Site D at Yankee Canyon, including planting hole amendments, seedling protection tubes where required, and maintenance and protection of plantings for six months.
- Grading required for access to the sites along designated access roads and trails and closure of these roads and trails as specified by ripping, amending where indicated, and reconstructing and installing waterbars.
- Hydroseeding using an extended-term flexible growth medium and broadcast seeding at designated areas and areas disturbed by construction.

Note that EMNRD will furnish the seedlings to be planted. Refer to Section 02906.

The Contractor shall leave project areas in as good or better condition than before disturbance.

01011 - SUMMARY OF PROJECT

The project site consists of several gob sites and adjacent areas in Sugarite Canyon State Park and in Yankee Canyon. The gob piles are steep, moderately to highly sodic, moderately saline, high in clay content, and actively eroding. The goals of the project are to establish more vegetation on the gob piles, to reduce erosion on the gob piles and subsequent turbidity and sedimentation in Chicorica and Yankee Creeks, and to increase the safety of visitors to the State Park.

01012 – EQUIPMENT ACCESS TO AND ON GOB PILES

I. Temporary Wetland Crossing for Construction Access

Unless cable-yarding systems, helicopters, balloons or equivalent systems are used to eliminate vehicular crossings of wetlands, access for construction equipment and materials to the work sites at Gob Sites A1, A3 and A4 will require the placement of a temporary wetland crossing at the location indicated on the Drawings. Thus crossings shall be designed to minimize soil compaction, rutting, the funneling of sediment, debris, and nutrients into Chicorica Creek, or the changing of hydrologic flows across the area. Any damage caused as a result of crossing the small wetland near Gob A1 shall be repaired at the Contractor's expense.

A wetland crossing plan shall be submitted to the Project Engineer a minimum of ten days prior to the construction of any temporary wetland crossing. The wetland crossing plan shall consist of, but will not be limited to, the following:

- a. Design details for the proposed type of wetland crossing.
- b. The supplier or manufacturer of any prefabricated wetland crossing device, including geotextile reinforcement.
- c. Information on the equipment expected to use the crossing, including fully loaded vehicle weights.
- d. Erosion and sediment control measures.

The wetland crossing plan shall be submitted in accordance with Section 01340. Review of the plan by the Project Engineer, shall not relieve the Contractor from full responsibility including safety, environmental protection, erosion and sediment control, maintenance of the crossing installation, and completion of the work as specified.

Acceptable temporary wetland crossing options include wood mats, wood planks or panels, wood pallets, bridge decking, expanded metal grating, PVC or HDPE pipe mats and plastic road, tire mats, corduroy, pole rail crossings, and wood aggregate fill.

The systems used for wetland crossings shall meet the general design criteria in "Temporary

Stream and Wetland Crossing Options for Forest Management," General Technical Report NC-202, Charles R. Blinn, Rick Dahlman, Lola Hislop and Michael A. Thompson, United States Department of Agriculture, Forest Service, North Central Research Station, 1998 (available on-line at <http://www.ncrs.fs.fed.us/epubs/gtr202/index.html>) and the construction drawings as applicable.

The length of time that temporary crossings are used shall be minimized and the crossings shall be removed as soon as practicable.

If significant rutting, compaction, or settlement at a wetland crossing of more than six inches takes place, the Contractor shall repair, extend, reinforce, or reinstall the crossing to the satisfaction of the Project Engineer.

II. Equipment Access on Gob Piles

The top bench and some of the flatter areas at the project gob sites may be accessible to conventional construction equipment. However, most of the slopes in the project areas are very steep with rills and deep gullies and are too dangerous for access by conventional equipment.

The only large construction equipment allowed on the very steep portions of gob slopes shall be walking (or spider) excavators, by Schaeff Inc. or approved equivalent. These excavators are specifically designed for movement on steep, uneven slopes with minimal soil disturbance. A Schaeff walking excavator has independently articulating wheels and legs and a boom that pivots independently 45 degrees right and left, and can clear obstacles up to five feet. Only experienced operators, with at least 500 work hours on the machine, shall operate such equipment on the gob piles and shall submit a written list of related experience to the Project Engineer before work begins.

Smaller, hand operated equipment may be used on the gob site, providing its use is limited to those areas that can be safely accessed and worked on by the particular machine being used, while minimizing damage to existing vegetation.

01013 - AVOIDANCE AREAS FOR PRESERVATION OF CULTURAL AND BIOLOGICAL RESOURCES

The Contractor shall avoid all designated cultural and biological resources including those shown in the Drawings and those discovered during construction. The Contractor shall avoid these areas with all equipment, vehicles, foot traffic, and any other ground surface disturbing activities.

Avoidance areas extend up to 50 feet (15 meters) from the designated cultural and biological resources, unless otherwise indicated and except where these limits are logistically impracticable to complete construction activities. Where it is infeasible to complete construction activities, avoidance area distances and access may be adjusted, in coordination with a Project Manager, to accommodate construction activities. The Contractor shall also coordinate with the

Project Manager for access routes to be taken around designated avoidance areas to construction work sites. Disturbance adjacent to and within designated avoidance areas shall be minimized as practicable.

The Project Manager or Project Engineer may designate additional avoidance areas as deemed necessary. No construction disturbances including excavation, fill and stockpiling of construction materials, staging, etc. shall take place within designated avoidance areas.

When the Contractor is working near designated avoidance areas and where construction access routes pass next to these locations, the Contractor shall place four-foot high, temporary, high-visibility barrier fencing (Hi-Vis, ADPI, or equivalent) around the features. Barrier fencing shall be removed upon completion of work.

The Contractor shall bear all direct, indirect, and consequential costs of mitigation or repairs due to unauthorized damage caused by his operations to cultural or biological resources within designated avoidance areas. These costs shall include but are not limited to fees and charges of engineers, attorneys, and other professionals, made necessary thereby.

The Contractor shall cooperate fully to preserve archaeological and historic artifacts and any threatened or endangered species found within the project area. Moving, removal or collecting of archaeological or historic materials or biological specimens from the project area or vicinity is prohibited. If the Contractor encounters a previously unidentified archaeological site, historic site, artifacts, or species listed as or proposed to be listed as threatened or endangered, the Contractor shall terminate all operation in that immediate area (100 foot radius, 30 meters) until the archaeological or biological preservation agencies have been notified and had the opportunity to assess the discovery site. This termination shall not preclude continuation of work in other areas nor shall it entitle the Contractor to additional payment in any form, other than an extension of time, unless the Contractor is substantially precluded from working on the entire project.

01015 - CONTRACTOR'S USE OF THE PREMISES

The Contractor shall take necessary and reasonable measures to avoid traffic conflicts between his vehicles, those of the Contractor's employees and private citizens and to avoid overloading of any driveways, roads, and streets. As necessary and reasonable, the Contractor shall limit the size, weight and frequency of access of equipment and trucks to the project site and provide protection for any improvements over which trucks and equipment must pass to reach the job site.

01025 - MEASUREMENT AND PAYMENT

The measurement for payment is as defined below. Payment shall be made based on the applicable unit or lump sum price bid therefor in the Bid Form (Section 00300). The estimated quantities of materials and work required to complete the project are approximations only and

are given as a basis for calculation upon which the contract award will be determined. All estimated quantities could vary considerably and will depend on the actual conditions encountered at the time the work is performed. EMNRD reserves the right to decrease or increase any or all of the quantities of materials or work as may be deemed necessary during the project.

01027 - APPLICATIONS FOR PAYMENT

All Applications for Payment for work performed under this contract shall be submitted to:

Project Engineer
Abandoned Mine Land Program
Mining and Minerals Division
Energy, Minerals, and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

All Applications for Payment shall include appropriate backup documentation, such as daily reports, load counts, and cross-sections.

01028 - PRICES

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

I. Lump Sum Prices

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

A. Mobilization

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

In addition, payment for Mobilization will not be made until the Project Engineer's approval of an adequate performance. An "adequate performance" will be satisfied when the Contractor has shown the ability to successfully perform the required tasks of this project as

outlined in these Specifications to the satisfaction of the Project Engineer. In case of any weather delays, compensation for additional Mobilization will not be made.

Payment for Mobilization shall include all equipment, fees, fuel, insurance, labor, permits, personnel, supervision and transportation to assemble, drive, operate, place, position, provide security measures for, and transport equipment, field offices, fuel, implements, machinery, materials, and support facilities to and at the job site in conformance with the Project Manager's directives and these Specifications. This amount shall include complete Mobilization no matter how often equipment is transported to individual sites within the project area.

B. Construction and Removal of Temporary Wetland Crossing

Payment for the required construction and removal of the indicated temporary wetland crossing will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to complete the construction, maintenance, and removal of the temporary crossing as specified, including the crossing plan; provision, installation and removal of materials required for the crossing; and all equipment, labor and supervision necessary for complete installation, maintenance, and removal.

Unless the project Engineer agrees otherwise, 85 percent of the bid item will be paid upon completion of the required crossing and the remaining 15 percent upon removal of the crossing.

C. Hydro-Slurry Application

Payment for hydro-slurry application will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to apply the hydro-slurry to the indicated areas, including access to the sites and all materials and all equipment, labor and supervision necessary for complete installation.

D. Full Soil Treatment at Gob Site D

Payment for full soil treatment of indicated areas at Gob Site D in Yankee Canyon will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to clear, till, and incorporate wood chips or compost-overs as specified, including all materials and all equipment, labor and supervision necessary for complete installation.

E. Rough Bed Channel at Gob Site D

Payment for construction of the rough bed channel at Gob Site D in Yankee Canyon will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to clear, prepare and shape the subgrade, amend exposed gob, and install sand, gravel and rock as specified, including all materials (stakes, sand, gravel and rock) and all equipment, labor and supervision necessary for complete installation.

F. Closure of Access Roads

Payment for closure of specified and temporary access roads in Sugarite and Yankee Canyons will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to clear, blade and maintain the access roads and to complete closure of the temporary access roads (both new and existing), storage and parking areas as specified, including decompaction, and construction of waterbars and rolling dips; and all equipment, labor and supervision necessary for complete installation.

G. Maintenance and Protection of Plant Material

Payment for maintenance and protection of plant material will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to complete plant maintenance and protection as specified. Maintenance shall include watering, weeding, cultivating, removal of dead material and debris, resetting of trees and protection tubes to upright positions, restoration of earth basins, and other operations necessary for the health of the planted stock. Protection shall include care of the planted stock from damages resulting from hydroseeding operations, trespass, erosion (including watering), weather, vandalism, animal browse, disease, and the like.

II. Unit Prices

The methods of measurement and the basis of payment of unit prices as outlined in the Bid Form are as follows:

A. Straw Bale Terraces

Measurement for payment for Type “SB” straw bale terraces will be made by the linear foot along the top centerline of each installation of straw bale terrace, including horizontal straw bale berms.

Payment for Type “SB” straw bale terraces will be made by the unit price per linear foot bid therefor in the Bid Form. This price shall include site preparation, survey layout, straw bales, gypsum, organic fertilizer and other specified amendments, stakes, watering of bales in preparation for seedling planting, construction and all equipment, labor, material and supervision costs necessary to complete installation.

B. Coir Roll Terraces and Installations

Measurement for payment for Type “CRW” and “CR” coir roll terraces and installations will be made by the linear foot along the top centerline of each installation of coir roll.

Payment for each type of coir roll terrace and installation will be made by the unit price per linear foot bid therefor in the Bid Form, which price shall include site preparation, survey layout, coir rolls, coir wattles where required, stakes, gypsum, organic fertilizer and other specified amendments, watering of coir rolls and wattles in preparation for seedling planting, construction and all equipment, labor, material and supervision costs necessary to complete installation.

C. Sediment Barrier Dams

Measurement for payment for sediment barrier dams will be made by a count of the number of complete units installed.

Payment for sediment barrier dam will be made by the unit price per each bid therefor in the Bid Form, which price shall include site preparation, layout, construction and all equipment, labor, materials (including barrier dams and stakes) and supervision costs necessary to complete installation.

D. Coir Bag Gully Packing Installations

Measurement for payment for coir bag gully packing will be made by a count of the number of complete installations installed. Each coir bag installation may consist of one larger coir bag and none, one or two smaller coir bags.

Payment for coir bag gully packing will be made at the unit price per each installation bid therefor in the Bid Form. This price shall include all work necessary to complete the coir bag gully packing according to the plans and specifications. This work shall include the materials (coir bags, stakes and fill materials), filling the bags with specified materials, staking the bags in place, and all equipment, labor, material and supervision costs necessary to complete installation.

E. Tubling and Bareroot Seedlings

Measurement for payment for tubling and bareroot seedlings will be made by each seedling properly planted according to the specifications.

Payment for seedlings will be made at the unit price per each bid therefor in the Bid Form. This price shall include site preparation, specified amendments, browse repellent applications, initial watering, bark or wood chip mulch, handling of plant material, and all equipment, labor, material and supervision costs necessary to complete installation. Note that EMNRD will provide the plant material.

Ninety percent (90%) of the bid price for seedlings will be paid upon completion of planting. The final ten percent (10%) of the bid price will be paid at the end of the plant guarantee period, unless replacement plants are required to be furnished; in the latter case, the

final one-third of the bid price will be paid when the replacement plants are delivered as specified.

F. Seedling Protection Tubes

Measurement for payment for seedling protection tubes will be made by each seedling protection tube properly installed according to the specifications.

Payment for seedling protection tubes will be made at the unit price per each bid therefor in the Bid Form. This price shall include the seedling protection tubes, stakes, installation at specified species and locations, and all equipment, labor, material and supervision costs necessary to complete installation.

G. Watering Packages

Measurement for payment for watering package will be made by each package properly installed according to the specifications.

Payment for watering packages will be made at the unit price per each bid therefor in the Bid Form. This price shall include the watering packages, installation at specified locations, including replacement as specified and all equipment, labor, material and supervision costs necessary to complete installation.

H. Seeding

Measurement for payment for seeding, either with flexible growth medium or by broadcasting, will be made by the acre. Measurements will be made parallel to slopes.

Payment for seeding will be made at the unit price bid therefor in the Bid Form. This price shall include site preparation, hydroseeding materials, including fiber mulch and specified amendments (including gypsum pellets, mycorrhizal inoculum, organic soil treatment compound and nutritious mulch), application of the flexible growth medium, special wood mulch (where required) seed and all equipment, labor, material and supervision costs necessary to complete installation.

Areas to be seeded include the areas indicated on the gob site areas, on-site fill and borrow areas, closed temporary construction areas specified to be amended, areas disturbed by construction activities, areas occupied by the Contractor for campsites, office, plant sites, equipment parking, haul roads, stockpile and storage areas, service areas, and areas stripped of native covering.

III. Allowances

The basis of payment for allowances as outlined in the Bid Form is as follows:

A. Allowance for Gob D.3 Fire Extinguishment

Since the full extent of the fire burning gob at the Yankee Gob D.3 site is unknown, the Contractor will be compensated for this work on a time and materials basis. After the Contractor discusses with the Project Manager and Engineer the alternatives for extinguishment and options for spreading the hot material for cooling and replacing it following cooling, the Contractor shall determine equipment, labor, and material requirements for extinguishment. Options for fire extinguishment may include mixing the removed material with dirt, spraying the removed material with fire-retardant foam, and compacting the replaced material.

The Contractor shall prepare a proposal for the Project Engineer's review outlining the requirements for construction equipment, labor and materials, associated hourly and unit prices, and mobilization and demobilization costs, including fire prevention. Work will not start on fire extinguishment until the Project Engineer's approval of the price proposal.

All equipment and labor work will be measured by the actual number of hours that the work is performed to the nearest one-quarter (0.25) hour. Down time and standby time, including starting and warm-up, daily maintenance, fueling, and lubrication, will not be measured for payment unless specifically approved by the Project Engineer.

The Contractor and Project Manager shall compare equipment and labor hours and production estimates on a daily basis and agree upon the total actual number of hours of acceptable work performed by each piece of equipment before the start of work the next day. Failure by the Contractor to provide equipment hours and production estimates on a daily basis may result in denial of payment.

The Project Manager will determine when sufficient material has been removed from the gob pile to insure that the gob material will not reignite when it is replaced and how long the heated areas in the gob pile need to cool prior to replacement of the removed and cooled gob material.

Payment for the accepted quantities of equipment and labor hours will be made at the accepted unit price per hour. The contract unit price per hour and payment shall include furnishing the specified and approved equipment on the project in completely operable condition, maintaining and operating the equipment, labor, establishing and maintaining any needed additional controls for performing the work, materials, equipment, tools, fuel, oil, lubricants, and all other incidentals necessary to complete the work. Quantities for progress payments will be based upon the actual quantity of hours each labor or piece of equipment has worked, prior to the date at which the progress payment is dated.

Prior to delivery of any materials, the Contractor, AML Program and supplier will mutually agree upon the method of measurement of the quantity as delivered to the site. The Contractor shall provide the AML Program with receipts, labels, or batch tickets for each quantity of material delivered to the site for fire extinguishment. Measurement for materials shall be made on a unit basis. Receipts for materials will be submitted with invoices.

EMNRD will be credited with any unused portion of the fire extinguishment allowance with the Contractor being paid the actual portion based on calculation of the actual quantities for equipment, labor and materials supplied and the approved unit prices for these items, as described above.

B. Allowance for Plant Survival Bonus

If the seedling plant survival is over forty percent, compensation for this item shall be based on the formula given in Section 02906, Subsection VII. EMNRD will be credited with any unused portion of the plant survival bonus allowance with the Contractor being paid the actual portion based on calculation of the bonus according to the formula.

01030 - ALTERNATES

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

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

01035 - MODIFICATION PROCEDURES

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

01036 - CHANGE ORDER PROCEDURES

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

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

01040 - COORDINATION

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

01041 - PROJECT COORDINATION

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

01042 - MECHANICAL AND ELECTRICAL COORDINATION

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

01043 - JOB SITE ADMINISTRATION

The Contractor shall be responsible for the administration of the contract work at the job site. This includes assuring that equipment and materials used for the contract work meet the required specifications set forth and that all work is performed in a timely and orderly manner. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs concerning the work. The Contractor shall designate a full time on-site superintendent or authorized representative who shall be present or can be contacted readily

during project working hours. This person shall represent the Contractor in dealing with the Project Manager and shall insure adherence to these specifications and any other directives.

01050 - FIELD ENGINEERING

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

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

01060 - REGULATORY REQUIREMENTS

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

01090 - REFERENCES

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

01092 - ABBREVIATIONS

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

- | | |
|-----------|--|
| a. AASHTO | American Association of State Highway and Transportation Officials |
| b. Ac. | Acre |
| c. ACI | American Concrete Institute |
| d. AML | Abandoned Mine Land Bureau of the Mining and Minerals Division |
| e. ANSI | American National Standards Institute |
| f. ASTM | American Society for Testing and Materials |
| g. AWS | American Welding Society |
| h. CFR | Code of Federal Regulations |
| i. CRSI | Concrete Reinforcing Steel Institute |
| j. C.F. | Cubic Foot |
| k. C.Y. | Cubic Yard |
| l. Ea. | Each |
| m. EMNRD | Energy, Minerals, and Natural Resources Department (state) |
| n. FHWA | Federal Highway Administration |
| o. Lb. | Pound |
| p. L.F. | Linear Foot |
| q. MMD | Mining and Minerals Division of EMNRD |
| r. NMAC | New Mexico Administrative Code |
| s. OSMRE | Office of Surface Mining, Reclamation, and Enforcement (federal) |
| t. SAE | Society of Automotive Engineers |
| u. S.F. | Square Foot |
| v. Tbsp. | Tablespoon |
| w. Tsp. | Teaspoon |

01094 - DEFINITIONS

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

- a. adit A horizontal or nearly horizontal passage driven from the surface for the working or dewatering of a mine.
- b. back The roof or upper part in any underground mining cavity.
- c. cribbing The close setting of timber supports when shaft sinking through loose ground.
- d. collar Timbering or concrete around the mouth or top of a shaft; the junction of a mine shaft and the surface.
- e. drift A horizontal passage underground.
- f. entry A haulage road, gangway, or airway to the surface.
- g. gob pile A pile of heap mine refuse on the surface.
- h. incline A shaft not vertical, usually on the dip of a vein.
- i. lagging Planks, slabs, or small timbers placed over the caps or behind the posts of the timbering, not to carry the main weight, but to form a ceiling or a wall, preventing fragments or rock from falling through.
- j. lining The brick, concrete, cast iron, or steel casing placed around a tunnel or shaft as a support.
- k. loading chute A three-sided tray for loading or for transfer of material from one transport unit to another.
- l. portal Any entrance to a mine.
- m. red dog Material of reddish color resulting from the combustion of shale and other mine waste dumps on the surface.
- n. shaft An excavation of limited area compared with its depth, made for finding or mining ore or coal, raising water, ore, rock, or coal, hoisting and lowering personnel and material, or ventilating underground workings.
- o. spoil The overburden or non-ore material removed in gaining access to the ore mineral material in surface mining.
- p. stope An excavation in which ore has been excavated in a series of steps.
- q. subsidence A sinking down of a part of the earth's crust.
- r. talus A heap of coarse rock waste at the foot of a cliff.
- s. tipple Originally the place where the mine cars were tipped and emptied of their coal, and still used in that sense, although now more generally applied to the surface structures of a mine, including the preparation plant and loading tracks.
- t. winze Interior mine shaft.

01100 - SPECIAL PROJECT PROCEDURES

The following section describes special procedures for alteration, preservation, security, and hazardous materials.

01170 - INDUSTRIAL WASTES AND TOXIC SUBSTANCES

The Contractor shall comply with all applicable laws and regulations existing or hereafter enacted or promulgated regarding industrial wastes and toxic substances. In any event, the Contractor shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) regarding any toxic substances that are used, generated by or stored at the project site. See 40 C.F.R., Part 702-799. Additionally, any release of toxic substances (leaks, spills, etc.) greater than the reportable quantity established by 40 C.F.R., Part 117, shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government because of a reportable release or spill of any toxic substances shall be furnished to the Project Engineer concurrent with the filing of the reports to the involved Federal agency or State government.

01200 - PROJECT MEETINGS

If determined to be necessary, the Project Manager will arrange for periodic or special Project meetings. The following sections describe the required project meetings that the Contractor is expected to attend.

01210 - PRECONSTRUCTION CONFERENCES

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

01220 - PROGRESS MEETINGS

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

01300 - SUBMITTALS

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

01310 - PROGRESS SCHEDULES

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

01320 - PROGRESS REPORTS

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

01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

The Contractor shall submit shop drawings, product data, and samples as required in the specifications. Submittals shall be organized such that each submittal covers items in no more than one specification section. The Contractor shall allow a minimum of 21 calendar days for the Project Engineer's review; shorter periods for Project Engineer's review will not be acceptable. The Contractor shall allow acceptable time for the entire review process including transmittal, initial Project Engineer's review, correction and resubmission, final review, and distribution.

Engineering data and shop drawings covering all equipment and fabricated materials shall be submitted to the Project Engineer for review and comments. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; and performance characteristics and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by the Contractor.

It shall be the duty of the Contractor to check all data and shop drawings for completeness before submittal for Project Engineer's review. Each drawing or data sheet shall have indicated

thereon the proposed use of the item as it pertains to the Work. Catalog cuts, pages, or copies submitted for review shall have items proposed for use in the Work clearly marked and identified. The current catalog number, date, and revision and drawing number (if applicable) shall be included.

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

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

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

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

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

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

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

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

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

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

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

01400 - QUALITY CONTROL

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

01405 - CONTRACT QUALITY CONTROL

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

01410 - TESTING LABORATORY SERVICES

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

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

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

The Project Manager will determine the exact time and location of field sampling and testing. The Project Manager or Project Engineer may require additional sampling and testing as

necessary to assure that materials conform to the contract documents. The Contractor shall pay the costs of any retesting or re-sampling required when initial tests or samples fail to meet the specified requirements.

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

01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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

01505 - MOBILIZATION

The Contractor shall furnish and mobilize all specified construction facilities, temporary controls, equipment, labor, materials, power, supervision, and supplies to the site and commence work within ten working days after receipt via certified mail of the Notice to Proceed. Mobilization includes everything necessary to complete the required contract work. The Contractor shall inform the Project Manager of plans and schedules to move all equipment, machinery, and supplies to the job site.

The Contractor shall locate and position the staging area including field offices, parking, storage, and support facilities as directed and approved by the Project Manager. All equipment and machinery shall be moved onto the job site in conformance with previously approved plans and schedules. It is the Contractor's responsibility to arrange for storage facilities for equipment and materials. City, state, federal, or other public or private property shall not be used as temporary storage or parking areas for any equipment or materials unless written clearance is obtained by the Contractor from the appropriate public officials or private individuals.

01510 - TEMPORARY UTILITIES

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

01514 - TEMPORARY TELEPHONE

The Contractor shall arrange and pay all costs for installation and operation of mobile communication or telephone service to any Contractor's Office at the site.

01516 - TEMPORARY SANITARY FACILITIES

The Contractor shall provide temporary sanitation facilities during the contract work. The facility shall be installed on the project site in a location removed from the immediate contract work area. The facility shall be locked to prevent unauthorized access during the times work is not conducted. The Contractor shall remove the facility upon completion of the contract work and restore the area.

01530 - BARRIERS AND ENCLOSURES

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

Wherever the Contractor is working with equipment near designated avoidance features and avoidance areas and wherever construction access routes pass next to these features, the Contractor shall place four-foot high, temporary, high-visibility barrier fencing (Hi-Vis, ADPI, or approved equivalent) around the features. Barrier fencing shall be removed upon completion of work.

01533 - WILDLIFE, TREE, AND PLANT PROTECTION

Environmental disturbance shall be kept at a practical minimum level. Area wildlife is protected and this reclamation effort shall not adversely affect them. Shooting at and chasing wildlife is prohibited.

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

01535 - PROTECTION OF INSTALLED WORK

The Contractor shall protect installed work and control traffic in the immediate area to prevent damage from subsequent operations.

01540 - SECURITY

The Contractor shall act to assure the protection of the contract work and equipment at the contract work site. The Contractor shall furnish, install, and maintain safety fences around any

hazardous or high-voltage equipment at the site for the duration of the project. Where appropriate, the Contractor shall restrict access to the project site by barricading access roads during off-hours and by posting "No Admittance" and "Hard Hat Area" signs.

01550 - ACCESS ROADS AND PARKING AREAS

Only as specified and approved by the Project Engineer, the Contractor may construct temporary access roads from public thoroughfares of width and load-bearing capacity to provide unimpeded traffic for project purposes. Otherwise, Contractor personnel and equipment shall enter and leave the project site via existing roads and trails only. Upon the regrading, recontouring, or reclamation of any part of the site, further vehicular use shall be limited to that necessary to complete operations. Any access routes that the Project Manager determines are to remain following the project shall be left in as good or better condition than the condition before the start of the project. Existing roads and trails shall be used whenever possible.

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

01560 - TEMPORARY CONTROLS

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

01561 - CONSTRUCTION CLEANING

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

01562 – DUST CONTROL AND ABATEMENT

All exposed soil areas shall be treated with temporary soil stabilizer or otherwise kept dust free. The Contractor shall use watering equipment for dust pollution abatement. This operation shall be given priority over any other operations where the water equipment might be required.

Haul roads and other areas occupied by the Contractor in connection with the work shall be kept free of dust.

01564 - NOISE ABATEMENT

The Contractor shall assure that all equipment used in the contract work is fitted with standard noise suppression devices. In urban or populated rural areas where quiet conditions normally prevail, no equipment which emits noise above 70 DBA (decibels, A-scale) measured at a distance of 50 feet, shall be operated between the hours of 6:00 P.M. and 7:00 A.M. except under emergency conditions or specific authorization from the Project Engineer. Local requirements shall apply if they are more stringent than the requirements in the specifications.

01565 - FIRE PREVENTION AND SAFETY AWARENESS

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

Examples of precautionary measures might be:

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

Examples of resources and procedures might be:

1. Maintain adequate fire extinguishers, water tanks, sprayers, and other equipment at the work site that would enable personnel to immediately extinguish any accidental ignition.
2. Have personnel observe the work area while welders are operating (welders cannot see where the sparks are falling when he is under the welding hood).
3. Assign an individual to be responsible for the area being "safe" (no hot sparks, iron is cold) before leaving the work site.

4. Develop an emergency notification procedure in case the fire incident is or appears to be reaching an out-of-control status.

The Contractor shall obey all fire restrictions declared by the landowner(s) (e.g., State Land Office).

01570 - TRAFFIC REGULATION

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

01572 - FLAGGERS

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

01574 - HAUL ROUTES

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

01580 - PROJECT IDENTIFICATION AND SIGNS

At least one temporary project sign shall be furnished and erected by the Contractor at the most convenient point of public access to the project site. The project identification sign shall be installed within ten working days after the receipt via certified mail of the Notice to Proceed or within five days after the Contractor initially mobilizes to the project site, whichever comes first. The sign is to be a minimum of four feet by eight feet by three quarter inch (4' x 8' x 3/4") exterior grade plywood and is to give the project title, project number, and other data within the box on the Title Page (Section 00001). Exterior quality paint in contrasting colors shall be used. The Contractor shall remove sign, framing, supports, and foundations at completion of Project and restore the area. The costs connected to the construction, painting, erection, and later removal of the sign should be covered under Bid Item No. 1, Mobilization, on the Bid Form.

01590 - FIELD OFFICES AND SHEDS

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

01600 - MATERIAL AND EQUIPMENT

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

01700 - CONTRACT CLOSEOUT

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

01701 - CONTRACT CLOSEOUT PROCEDURES

When work is completed, the Contractor shall submit project record documents, documenting as-built conditions, to the Project Manager.

01702 - FINAL INSPECTION

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

01710 - FINAL CLEANING

After completion of all work, the Contractor shall demobilize and remove all equipment, materials, spills, supplies, and trash from the project site and shall reclaim all areas disturbed by the Contractor's activities. Unless otherwise specified, developed, maintained roads that existed before commencement of the Contractor's activities need not be reclaimed, but must be left in a condition equivalent to or better than what existed before the Contractor's activities began. Fences, gates, plants, sod, and other surface materials disrupted by these operations shall be replaced or restored to original or better conditions immediately upon completion of work at the site. Other damage to private or public property shall be immediately repaired. All such cleanup, repair, or replacement work shall be done at the Contractor's expense and to the satisfaction of the Project Manager pending approval of the appropriate public officials and property owners. Payment for Demobilization should be covered under Bid Item No. 1, Mobilization, on the Bid Form.

01720 - PROJECT RECORD DOCUMENTS

The Contractor shall prepare final Project Record Documents providing information regarding all aspects of the completed Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement,

investigation, and examination. At Contract closeout, the Contractor shall deliver Project Record Documents and samples under provisions of Section 01701.

END OF DIVISION 1

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DIVISION 2 – SITEWORK

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

02300 - EARTHWORK

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

02321 – DECOMPACTION

To reduce compacted soil conditions that will adversely affect revegetation, the Contractor shall minimize off-road traffic. Construction vehicles shall keep to designated and established temporary access routes. Areas where more than four feet of overburden material has been removed shall also be decompacted.

After construction vehicle access to the project sites is completed, the Contractor shall rip, auger or otherwise decompact temporary access roads, graded areas, and other areas compacted by construction activity, such as temporary access, staging, storage and parking areas. Alternatives to ripping or auguring for decompaction shall be acceptable to the Project Engineer. Decompaction methods shall be effective at reducing soil density to a minimum depth of twelve inches (12”), and shall be accomplished without inverting the soil layers.

02322 - ACCESS ROAD CLOSURES

Before construction demobilization and following the need for any construction access to the abandoned mine site, the Contractor shall close temporary construction access roads as specified and as directed by the Project Manager. The Contractor shall outslope the road surface and remove all berms along the outer edge of the road. By grading material toward the cut bank, the Contractor shall take care not to spill graded material over the fill slope. The outslope shall be enough to divert water over the bank at approximately four to eight percent. The surface of the closed road shall be covered with topsoil to a minimum depth of six (6) inches and left uneven.

The Contractor shall construct berms and cross-ditches, as shown in the drawings and as directed by the Project Manager, to restrict vehicular access and control erosion. In addition, cross-drains shall be located to divert water where the road traverses a ridge, above and below road junctions, above steep incurves to prevent bank cutting and to keep road surface water from entering a draw, below sharp incurves to prevent water from a draw from coursing down the road, and below seeps and springs.

02370 - SLOPE PROTECTION AND SEDIMENT AND EROSION CONTROL

The following sections describe the slope protection and sediment and erosion control to be performed under this contract.

The Contractor shall take measures to control erosion and subsequent sediment carried off the project sites and access roads due to construction activities. These controls shall include construction of specified erosion and sediment control measures (including straw bale and coir roll terraces, diverter and spreader coir rolls, sediment barrier dams, and silt fences or straw wattles) as early in the project as practicable. Sediment control measures shall be placed wherever soil disturbed by construction could erode and be carried beyond the limits of construction. These areas include areas disturbed by construction activities, temporary access and haul roads, and temporary earth stockpiles.

Temporary silt fences or straw or coir wattles shall be placed around earth stockpiles immediately upon creation of each stockpile and shall not be removed until the earth stockpile has been eliminated. Silt fences to be left in place following construction shall be biodegradable as specified below.

Erosion and sediment control measures shall be placed as grading and earthmoving operations progress. The operation shall not progress at a distance further than the distance that sediment control installations can be placed by the end of daily operations. Areas of surface disturbance shall be kept to a practicable minimum.

Unless temporarily demobilized from the project area due to specified seasonal limitations, the Contractor shall inspect the erosion and sediment control features at least biweekly and within 24 hours of each rainfall. The Contractor shall repair any erosion and sediment control feature within seven days following the inspection during which damage is noted or following notification by the Project Manager that repairs are required. Repairs shall be initiated within 24 hours of damage occurring to erosion control features that could result in a discharge of sediment into a stream, arroyo or water impoundment.

All erosion and sediment control measures shall be maintained by cleaning or replacement as needed, or as directed by the Project Manager. These measures shall be fully effective for the purpose intended until permanent erosion control measures are in place and operational. Temporary erosion and sediment control features shall remain in place after construction operations are completed, unless otherwise designated in the contract, and shall be maintained until the date of final acceptance of the project.

02372 – SILT FENCES

Permanently installed silt fences for sediment control shall be woven from biodegradable, machine-twisted bristle coir twine. Fabric shall be three-foot wide and shall weigh a minimum of 2.29 pounds per square yard. Silt fence shall be “BioD-Screen” by RoLanka International, Inc. (800.760.3215, www.rolanka.com)ⁱ or approved equivalent. The fabric shall be stapled to wood posts with heavy-duty staples and shall be furnished, constructed and maintained according to these specifications.

Posts shall be hardwood stock, nominally 1½ inches in breadth and width. The minimum length of post shall be 42 inches, with the bottom tapered to a point. The posts shall be spaced approximately five feet apart. The fabric shall be placed two inches from the top of the post. The fabric shall be stapled at the top and at six inches on centers down the post. The bottom twelve inches of the fabric shall not be stapled. The end post shall be wrapped with the fabric at least twice.

Silt fences shall be installed in full compliance with manufacturer's recommendations.

02377 – COIR ROLLS AND COIR WATTLES

Coir rolls and wattles shall be manufactured from coir (coconut husk) fiber stuffed into high-strength coir twine netting. The diameter of the stuffed coir roll or wattle shall be as indicated on the drawings. Eye size of the netting shall not be larger than two inches by two inches. Mattress coir shall be uniformly stuffed into the netting to form 10-, 15- or 20-foot long rolls or wattles. Both bristle and mattress coir shall be obtained from freshwater cured coconut husks.

For coir wattles used at the coir roll terraces, 9-inch diameter wattles shall weigh a minimum of 1.5 pounds per linear foot. The outer netting shall be made of machine-spun bristle coir twine with a minimum breaking strength of 60 pounds.

For coir rolls used at coir terraces and coir roll installations, the inner core density shall be a minimum of 9.0 pounds per cubic feet; 12-inch diameter rolls shall weigh a minimum of 7.0 pounds per linear foot. The outer netting shall be made of machine-spun bristle coir twine with a minimum breaking strength of 90 pounds.

Coir wattles and coir rolls shall be “BioD-Wat” and “BioD-Roll ” by RoLanka International, Inc. (800.760.3215, www.rolanka.com)ⁱ, “KoirLog” by Nedia Enterprises, Inc. (888.725.6999, www.nedia.com)ⁱ, or approved equivalent.

Wooden stakes shall be placed within twelve inches (12”) of both ends of each roll or wattle and spaced as indicated on the drawings. Rolls and wattles shall be tied to adjacent units using several loops biodegradable twine as specified on the drawings. The ends of the first and last coir roll or wattle shall be bent up the slope and dug in as necessary to prevent flow of water around the ends of the installation. Other installation details shall be as indicated on the Drawings and as recommended by the manufacturer.

02378 - SEDIMENT BARRIER DAMS

Sediment barrier dams shall be constructed using sediment logs designed for installation across high-flow channel bottoms, to slow water flows, intercept silt and prevent silt movement. Barrier logs shall consist of an outside, open weave, containment fabric and an inside core filled with curled aspen excelsior wood fibers, to make a barrier log 20 inches in diameter and ten feet in length. Ends of barrier dams shall be secured to assure fiber containment. The inside core shall be free of weed seeds and made of 100% virgin aspen excelsior wood fibers, 80% of which shall

be six inches or longer fiber length. The finished barrier logs shall have a minimum weight of 3.0 pounds per linear foot. Sediment barrier dams shall be constructed using “Sediment Log” by American Excelsior Company (800.777.7645, www.curlex.com)ⁱ, “Aspen Excelsior Log” by Western Excelsior Corporation (800.833.8573, www.westernexcelsior.com)ⁱ, or approved equivalent.

The Contractor shall install and stake the barrier dams according to the Drawings. Sediment logs shall be placed perpendicular to the flow of water and in intimate contact with the soil to prevent blowouts, undermining and overtopping. They shall be secured to the subgrade by wood stakes, as provided or recommended by the manufacturer, every two lineal feet across their length. The stakes shall be placed in the ground a minimum of 24 inches deep.

The sediments logs shall be located as shown on the Drawings or as directed by the Project Manager.

Where barrier dams are placed across a wide channel, the end of one unit shall be abutted securely to the adjacent unit to provide a tight joint as recommended by the manufacturer. Barrier dams shall be installed where shown, where directed by the Project Manager or Project Engineer, and where specified.

02379 – COIR BAGS

Coir bags shall be bags made of 900 gram weight woven brown bristle coir mats. The coir bags shall be supplied in two sizes measuring 24” x 36” and 10” x 24” each. Coir bags shall be “BioD-RockBag” by RoLanka International, Inc. (800.760.3215, www.rolanka.com)ⁱ or approved equivalent.

The contractor shall thoroughly mix the fill materials specified and tightly pack the mixture in the coir bags before securely closing the bags as recommended by the manufacturer. The bags shall be secured to the subgrade by wood stakes as indicated. The coir bags shall be located as shown on the Drawings or as the Project Manager directs.

02800 - SITE IMPROVEMENTS

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

02900 - PLANTING

The following sections describe revegetation to be performed under this contract.

02906 - PLANT MATERIAL

I. General

EMNRD will furnish all plant material (unless the Contractor fails to meet the specified minimum plant survival rate, as specified below). The Contractor shall arrange with the New Mexico State Forestry Division (505.476.3325) to pick up plant material at their greenhouse in Santa Fe, New Mexico. Plant material is expected to be ready on April 1, 2014. The Contractor shall complete the landscape planting according to the specifications and the details shown in the contract.

The cost of transporting, handling and placing all plant material after they are delivered to the Contractor shall be considered to be included in the contract price for seedling planting. The Contractor will be held responsible for all plant material delivered to the Contractor. Deductions will be made from monies due to the Contractor to make good on shortages and deficiencies, from any cause whatsoever, and for damage that may occur after such delivery.

The following species, minimum sizes, initial estimated numbers of seedlings of each species to be made available, and preferred planting sites are specified for landscape plantings in this project:

<u>No.</u>	<u>Species (Scientific Name)</u>	<u>Minimum Size</u>	<u>Number</u>	<u>Preferred Planting Sites / Notes</u>	<u>Seedling Protection Tube Required</u>
1.	Fourwing saltbush (<i>Atriplex canescens</i>)	Tubling (10 cu. in.)	2,107	South, southwest and west facing slopes	Yes, except at “CRW” coir rolls, coir bags and sediment logs
2.	Curleaf mountain-mahogany (<i>Cercocarpus montanus var. argenteus</i>)	Tubling (10 cu. in.)	1,029	Medium to coarse textured soils	Yes, except at “CRW” coir rolls, coir bags and sediment logs

3.	New Mexico Forestiera (<i>Forestiera neomexicana</i> <i>var. glabrifolia</i>)	Bareroot	1,550	South, southwest and west facing slopes	No
4.	Skunkbush sumac (<i>Rhus trilobata</i>)	Tubling (10 cu. in.)	3,185	Plant in clumps of three to seven seedlings	No
5.	New Mexico locust (<i>Robinia neomexicana</i>)	Tubling (10 cu. in.)	2,695	Highly adaptable to soils and slope aspects, including use at sediment barrier dams, coir bags and coir blocks	Yes, except at “CRW” coir rolls, coir bags and sediment logs
TOTAL			10,566 Each		

The number of seedlings for each species indicated above is the number of each species expected to be available, as estimated at the time of bid advertisement. Final quantities will depend on the actual number of each species available at the time of planting and as modified by Change Order.

Containerized and bareroot plant material shall be properly planted as specified in the contract.

II. Seedling Protection Tubes

Except where otherwise indicated, at all seedlings of species indicated in the table above to receive seedling protection tubes, a rigid seedling protection tube shall be placed around the seedling to provide a physical barrier to animal browsing and girdling. Protection tubes shall be 3¼ to 4 inches in diameter and 15 to 18 inches long, and shall be rated to photodegrade in about two years. The tubes shall be colored a dark gray or black. Seedling protection tubes shall be designed to reduce clipping and browsing on dormant and growing tree seedlings. Rigid seedling protectors shall be designed so that seedling height, growth and form are not impaired, and shall be non-hazardous to the forest ecosystem, domestic or wild animals, or man.

Rigid seedling protection tubes shall be “Terra Tech” seedling protection tubes by Terra Tech, LLC (800.321.1037, www.terratech.net)ⁱ, or approved equivalent.

III. Plant Materials

EMNRD will furnish all plant material required for this contract (unless the Contractor fails to meet the specified minimum plant survival rate, as specified below).

If required for replanting due to failure to meet the minimum plant survival rate, as specified below, the Contractor shall provide the replacement plant material. Tublings (10 cubic inch minimum) shall be grown in ray-type containers, “Ray Leach” or “Spencer-Lemaire” containers, or approved equivalent.

The seed for seedlings shall be obtained from a source adapted to the climate and soil in which it is being planted; that is, a similar land resource area which is not more than approximately three hundred miles south or about two hundred miles east, north, or west.

Substitutions of equivalent varieties of plant materials or other materials will be permitted only after every reasonable effort to secure materials of the species, variety, and kinds listed in the specifications or on the Drawings has been made. Requests for substitutions shall be submitted in writing. Written approval from the Project Engineer will be required before substituting materials.

Plant material quality, size, and condition shall be in accordance with USA Standard for Nursery Stock, as published by the Committee on Horticultural Standards of the American Association of Nurserymen, Inc., the drawings, and the following requirements. All plants shall be of the type and size specified in the contract and shall be healthy, vigorous and representative of the species and variety. They shall have normal, well-developed branch and root systems. All plants shall be free of mechanical injury, free of sun or frost damage, free from insects, insect eggs and without disfiguring knots or other objectionable defects. Every plant shall equal or exceed minimum measurements specified on the plans. All plant materials shall be selected for shape and for branching habit that at maturity will produce strong, full-foliage typical specimens. Container plants shall have been grown in their containers long enough to have developed good, round root systems that hold the soil intact after removal from the container but not so long as to have become root bound.

All plant materials shall comply with state and federal laws, including the New Mexico Plant Protection Act, with respect to inspection for disease infestation. All inspection certificates required by law to this effect shall accompany each shipment, invoice, or order of stock and on arrival, the certificate shall be filed with the Project Manager. Inspection shall be made at the place of origin or in a local nursery and upon delivery to the planting site.

The Project Manager or Project Engineer and Contractor shall inspect all plant material before delivery to the job site. All material shall then be inspected at the job site before planting and after planting. At the option of the Contractor, the Project Manager or Project Engineer will inspect plant material at a wholesale nursery of the Contractor's choice before delivery of materials to the job site. The Contractor shall be the judge of the quality and acceptability of all plant materials prior to planting. All rejected material shall be immediately removed from the site and replaced with acceptable material at no additional cost to EMNRD.

IV. Planting Operations

Planting operations shall begin only when other work, including installation of straw bale and coir roll terraces or wattles, placing of soil amendments and topdressing to finished grade, has progressed sufficiently to permit planting. Planting shall be performed only during favorable weather and soil conditions in accordance with accepted practice.

In any one day only those plant materials intended to be planted that day shall be delivered to the planting site. All plants shall be placed as specified except for minor adjustments made necessary by underground obstructions or other unforeseen causes.

Note: Seedlings shall be planted to obtain a mix in the different species in any one area of the plantings, except as otherwise indicated. Seedlings of coniferous species (pine, juniper, etc.) shall be planted no closer than eight feet from the nearest coniferous seedling, regardless of which species of coniferous seedling is closest.

All planting and backfilling shall be performed in accordance with accepted nursery practice, the drawings, and the following requirements. Planting pits shall be prepared as shown on the drawings, including placement of specified amendments. All plants shall be set plumb and straight, unless otherwise indicated on the drawings, and in the center of the pit such that the tip root ball sits flush with the finish grade after settlement. No filling will be permitted around trunks and stems. After the plant is positioned in the hole, it shall be backfilled with native soil to the point recommended by the manufacturer of the amendment packs. The amendments shall then be placed at the recommended locations.

The backfilling shall then be completed and the material tamped. When the pit is nearly filled, it shall be watered thoroughly with at least two quarts of water and the water allowed to soak away. If settling of the backfill occurs after watering, more backfill shall be added to bring to finish grade. After completion of the planting of trees and shrubs, each plant shall have a shallow earth basin of soil constructed around its base, unless otherwise indicated on the drawings. Unless watering packages are placed, each seedling shall again be thoroughly watered with at least two quarts of water two weeks after planting.

V. Planting Time

Planting shall be accomplished between April 1 and May 15, unless specific permission in writing is issued by the Project Engineer to allow planting before or after these dates. Planting shall not be done when the soil is too wet or too dry or otherwise untillable.

VI. Maintenance and Protection

Maintenance and protection of trees and shrubs shall begin immediately following the last operation of installation for each plant and shall continue through the duration of the plant guarantee period specified. Maintenance shall include watering, weeding, cultivating, removal of

dead material and debris, resetting of trees and protection tubes to upright positions, restoration of earth basins, and other operations necessary for the health of the planted stock. Protection shall include care of the planted stock from damages resulting from trespass, erosion (including watering), weather, vandalism, animal browse, disease, and the like.

VII. Guarantee and Bonus

Plant material shall be guaranteed to be in a live, healthy, and normal growing condition at the date of partial acceptance by the Project Engineer. Six months following completion of all planting and replanting, the Contractor shall guarantee that at least 40 percent of the plant material is in a live, healthy, and normal growing condition. The Project Engineer or the Project Manager will be the judge of the health of the seedlings at the time of the plant survival count.

If the survival rate for the plant material falls below the specified percentage, for every plant below the specified minimum survival rate that is dead or in an unhealthy, impaired growth condition, the Contractor shall replace three plants. Algebraically this is expressed as:

$$x = 1.2y - 3z, \text{ where}$$

x is the total number of plants to be replanted,

y the total number of plants approved for payment and

z the actual number of surviving, healthy plants.

In no case will the number of plants to be replaced exceed the original number specified to be planted.

The Contractor shall provide all required replacement plant material, which shall be of the number and species determined by the Project Engineer. Planting of replacement plant material will take place under separate contract. The Contractor shall deliver the plant material to the job site on the date determined by the Project Engineer.

Alternately, if the survival rate for the plant material is more than 40 percent, the Contractor shall receive a monetary bonus. The bonus paid for each plant planted (according to the final payment quantity for seedlings) shall vary linearly from no bonus payment at 40 percent survival to a \$2.00 bonus for each plant planted at 100 percent survival. Algebraically, this is expressed as:

$$b = (p/30) - 1.333, \text{ where}$$

b is the bonus in dollars per plant planted and

p is the survival in percentage.

The calculated bonus in dollars per plant planted, b, rounded to the nearest tenth of a cent, will then be multiplied by the total number of plants planted to calculate the total monetary bonus paid to the Contractor.

VIII. Inspections

The following inspections shall be the minimum required. Additional inspections shall be made anytime at the discretion of the Project Engineer. The sequence of required inspections shall not be changed from the sequence listed below.

- a. Inspect plant material before delivery to the job site.
- b. Inspect material at the job site before and during planting.
- c. Inspect plantings at final project inspection for partial acceptance.
- d. Inspect plantings six months after partial acceptance for final acceptance.

For plant material furnished by EMNRD, the Contractor shall be the judge of the quality and acceptability of all plant materials prior to planting.

02908 – FERTILIZER AND AMENDMENTS

Fertilizer and soil amendments shall be placed at straw bale terraces, at coir roll terraces, at ditches and wattle terraces at diverter and spreader coir rolls, at sediment barrier dams, in seedling planting holes, at the indicated amendment incorporation areas, and in the hydroseeding mix as shown and as specified.

I. Organic Fertilizer

Slow release organic fertilizer shall be “Protein Crumbles” by Soil Secrets LLC, Los Lunas, N.M. (www.soilsecrets.com, 505.550.4236)ⁱ or approved equivalent. Fertilizers used in the flexible growth medium shall be suitable for use in hydroseeding operations.

The Contractor shall provide bag labels, invoices, analyses and other documentation showing the purity and composition of the fertilizer to the Project Manager.

As specified below, organic fertilizer shall be spread along excavated straw bale and coir roll terraces and at sediment barrier dams at the rates specified on the drawings.

Organic fertilizer shall be spread evenly onto the soil surface at all areas to be seeded, either during the hydroseeding operation or before broadcasting seed, at the rate of one-half cubic yards per acre (13.5 CF per acre). Equivalent rates of application for any approved equivalent fertilizer will be adjusted as the Project Engineer directs.

Table II – Organic Fertilizer Schedule			
<u>Location</u>	<u>Estimated Quantity</u>	<u>Organic Fertilizer</u>	
		<u>Rate</u>	<u>Total (C.F.)</u>
Straw Bale and Coir Roll Terraces	7,940 L.F.	2.0 Lbs./100 L.F.	3.2
Sediment Logs	60 Ea.	0.5 Lb./Ea.	0.6
Hydro-Slurry Areas	2.8 Ac.	13.5 C.F./Ac.	36.3
Full Soil Treatment Areas	0.15 Ac.	27.0 C.F./Ac	4.0
Coir Bags Installations	90 Ea.	16 Tbsp./Ea.	0.8
Seedlings at Slope Blocks at Gob A2S	100 Ea.	4 Tbsp./Ea.	0.2
Hydroseeded Areas	3.0 Ac.	13.5 C.F./Ac.	40.5
TOTAL (Rounded)			86 Cubic Feet
<u>Notes:</u>			
<ul style="list-style-type: none"> • <i>Specified organic fertilizer weighs approximately 50 pounds per cubic foot, which varies with moisture content.</i> • <i>The Contractor shall demonstrate adequate controls to the Project Manager to consistently achieve these application rates within plus 25 percent to minus 10 percent.</i> 			

II. Wood Waste

Wood waste used as a soil amendment shall include wood chips, wood shreds (tub grindings) or compost-overs. Wood waste shall be derived from clean, disease-free trees or tree stumps, not from construction or building materials, and shall be processed to reduce weed seeds, pathogens and deleterious material and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Wood waste contain no more that 5% pine needles, leaves, garbage, or other non-wood-chip or -shred material and shall be aged at least six months prior to application unless otherwise approved by the Project Engineer. Aging for more than twelve months is preferable.

Wood chips shall be produced by a standard wood chipper of relatively even consistency. Wood shreds shall be produced by a machine capable of shredding large woody debris into pieces of uneven shapes and sizes (such as a hammer-mill-type tub grinder) and have spear lengths ranging from 2 to 10 inches with the following size classifications: no greater than 25% of material less than 2 inches in length; at least 50% of material between 2 and 8 inches in length; no greater than 25% of material greater than 8 inches in length. Wood waste sources and materials shall be subject to approval by the Project Engineer.

Wood waste shall be evenly spread over at the rates and in the areas indicated and incorporated into the soil as specified.

Table III – Wood Waste Schedule			
<u>Location</u>	<u>Estimated Quantity</u>	<u>Wood Waste</u>	
		<u>Rate</u>	<u>Total (C.Y.)</u>
Full Soil Treatment Areas	6,400 S. F.	3.7 C.Y./1000 S.F.	23.7
Coir Bags Installations	90 Ea.	2.3 C.F./Install.	7.7
TOTAL (Rounded)			31 Cubic Yards
<u>Note:</u>			
<ul style="list-style-type: none"> • <i>The Contractor shall demonstrate adequate controls to the Project Manager to consistently achieve the application rates for the full soil treatment areas within plus 25 percent to minus 10 percent.</i> • <i>Fill coir bags completely with wood wastes; indicated fill volume requirements are approximate.</i> 			

III. Duff

Wherever practicable, duff shall be excavated from areas where the Contractor plans to remove vegetation for access or other construction activities. Duff shall consist of the top three inches of original ground, including existing stubble, grass, fallen leaves and needles, and chipped vegetation, as directed by the Project Manger. Duff shall be excavated by hand around existing trees and shrubs (unless taken from areas where vegetation is to be removed) and stored in a cool, shaded location until used.

Duff shall be applied in seedling planting operations as specified.

IV. Soil Conditioner

Soil conditioner shall be a cultured soil humus concentrate that contains a broad spectrum of beneficial mycorrhizal fungi and bacteria. In addition, ingredients shall include worm castings, rock dust, and kelp. Humic acid content shall be a minimum of 65% by weight (as determined by the methods outlined in “Separation and Analysis of Humic Acid and Fulvic Acid, J.M. Verploegh and L.A. Brandvold). The product shall be non-polluting, non-volatile and non-toxic, and leave no undesirable residues in the soil. It shall not impair existing vegetative growth and shall be non-injurious to seed, human or animal life.

Soil conditioner shall be “Commercial TerraPro” by Soil Secrets LLC, Los Lunas, N.M. (www.soilsecrets.com, 505.550.4236)ⁱ or approved equivalent. Products from different manufacturers may be proposed for approval by the Project Engineer provided they have documentation of equivalent revegetation abilities as the products specified.

Table IV – Soil Conditioner Schedule			
<u>Location</u>	<u>Estimated Quantity</u>	<u>Soil Conditioner</u>	
		<u>Rate</u>	<u>Total (C.F.)</u>
Hydroseeded Areas	3.0 Ac.	27 C.F./Ac.	81.0
Hydro-Slurry Areas	2.7 Ac.	27 C.F./Ac.	72.6
Full Soil Treatment Areas	0.15 Ac.	27 C.F./Ac.	4.0
Straw Bale and Coir Roll Terraces	7,940 L.F.	4.0 Lbs./100 L.F.	6.4
Seedlings at Slope Blocks at Gob A2S	100 Ea.	8 Tbsp./Ea.	0.4
Sediment Logs	60 Ea.	1.0 Lb./ Ea.	1.2
TOTAL (Rounded)			166 Cubic Feet
<u>Notes:</u>			
<ul style="list-style-type: none"> • <i>The specified soil conditioner weighs approximately 50 pounds per cubic foot, which varies with moisture content.</i> • <i>The Contractor shall demonstrate adequate controls to the Project Manager to consistently achieve these application rates within plus 25 percent to minus 10 percent.</i> 			

V. Compost

Compost shall be stable, mature, decomposed organic matter resulting from accelerated, aerobic biodegradation and stabilization under controlled conditions. The result is a uniform, dark, soil-like material, which shall be screened to allow application through a hydroseeder.

Compost shall be processed to reduce weed seeds, pathogens and deleterious material and shall not contain biosolids, manure, food waste, food processing wastes, paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Compost feedstocks may include, but are not limited to, leaves, yard trimmings, forest residuals, and other agricultural residuals.

Compost is used as an amendment in specified hydroseeding operations at a rate of 27 cubic feet (1.0 cubic yard) per acre. At the bid quantity of 3.0 acres of seeding, this equals 3.0 cubic yards of compost. In any seeded area where broadcasting is required, the compost shall be spread evenly and worked into the upper two inches of the soil surface.

Before delivering compost, the Contractor shall provide documentation that includes the following:

- The feedstock, by percentage, used in producing the compost.
- An affidavit, signed by a responsible company representative, that the compost meets the following specified requirements, and a laboratory analysis performed no more than 180 day before compost delivery substantiating the affidavit (excluding the maturity, stability

and debris specifications, which will be done by the aforementioned responsible company representative).

Compost shall meet the following quality requirements:

- a. Moisture content shall be between 40% and 60% total weight, determined by evaporative loss at 105°C.
- b. At least 95% shall pass a ¾-inch screen and 70% or more a 5/8-inch screen (or as required for hydroseeding operations).
- c. Soluble salts shall be less than 10 mmho/cm in a 1:5 slurry (mass basis).
- d. pH shall be between 6.0 and 9.0 in a 1:5 slurry (mass basis).
- e. Organic matter shall be 25% to 70% dry weight as determined by loss on ignition at 550°C.
- f. Maturity shall be determined by at least 50% germination for marigolds in a 50:50 mixture (volume basis) of the compost and twice rinsed nursery sand.
- g. Stability shall be determined by a core temperature in a five-foot tall conical compost pile no more than 110°F after 48 hours.
- h. The compost shall contain less than 1% inorganic debris, by volume, including but not limited to, glass, plastic, stones and metal.

The compost provider shall be in compliance with the State of New Mexico Solid Waste Management Regulations 20 NMAC 9.1.

VI. Mycorrhizal Inoculum

Mycorrhizal inoculum shall be a concentrate blend of endomycorrhizal (VAM) and ectomycorrhizal species with viable spores capable of inoculating seed or the roots of the majority of hardwood, softwood, perennial, and grass species found in the Northern Hemisphere. The inoculum shall contain viable mycorrhizal spores at minimums of 5,000 spores per cup of *Glomus intraradices*, 23.2×10^6 spores per cup of *Pisolithus tinctorius*, and 1.56×10^6 spores per cup of *Laccaria laccata*, and 825,000 spores per cup of *Rhizopogon roseolus*, *R. subscaerulescens*, *R. villosulus* and *R. vulgaris* each, and 1.65×10^6 spores per cup of *Scleroderma cepa* and *S. citrinni* each.

Each mycorrhizal inoculum shall carry a supplier's guarantee of number of spores per unit weight or volume of bulk material. For each fungal species claimed by the supplier, the label shall include a certification for each species of ectomycorrhizal and endomycorrhizal fungus claimed and the certified spore count of each species contained in the inoculum. The inoculum shall be viable and healthy with sufficient time remaining in its recommended shelf life for inoculation of the seeded plants. No antagonistic pathogens shall be present at significant levels.

Mycorrhizal inoculum shall be "MycoMaxima Professional" by Soil Secrets, LLC, or approved equivalent.

Mycorrhizal inoculum is a live material; it shall be transported and stored in vehicles, containers and in application equipment with a temperature of less than 90° F. Direct exposure to sunlight shall be avoided. Since tobacco is toxic to the mycorrhizal spores, all personnel handling the mycorrhizal inoculum shall be free from use of tobacco in previous two weeks.

Inoculum shall be applied to seedling planting holes during planting or dusted onto bare roots immediately before planting and during hydroseeding at the rates indicated in the table below.

At areas where seed is to be broadcast (where allowed as specified below), the inoculum shall be dry broadcast evenly onto the soil surface and incorporated by disking, tilling, harrowing, track walking or ripping within one hour of broadcasting as required to result in the incorporation of 80% of the inoculum to a depth of one to four inches. Elsewhere the inoculum shall be applied during the hydroseeding operation. In all cases, inoculum shall be placed prior to application of seeds.

Table V – Mycorrhizal Inoculum Schedule

<u>Location</u>	<u>Estimated Quantity</u>	<u>Mycorrhizal Inoculum</u>	
		<u>Rate</u>	<u>Total (Cups)</u>
Seedling Planting Holes (or bare roots)	10,566 Ea.	¼ Tsp./Seedling	55
Hydroseeding with extended-term flexible growth medium	3.0 Ac.	2.0 Lbs./Ac.	16
TOTAL (Rounded)			71 Cups
<u>Notes:</u>			
<ul style="list-style-type: none"> • <i>The specified mycorrhizal inoculum weighs approximately 0.375 pound per cup, which may vary with moisture content.</i> • <i>The Contractor shall demonstrate adequate controls to the Project Manager to consistently achieve these application rates within plus 25 percent to minus 10 percent.</i> 			

VII. Polyacrylamide Soil Conditioner

Polyacrylamide (PAM) soil conditioner shall be environmentally safe, be an anionic copolymer formulation, and be water soluble, linear, and non-cross-linked. Only the highest drinking water grade PAM, certified for compliance with ANSI/NSF Standard 60 for drinking water treatment shall be used. The PAM anionic charge density may vary from 2 to 30 percent. The PAM shall have a very high molecular weight of 12 to 15 Mg/mole and be highly anionic (>20% hydrolysis). Anionic PAM, in pure form, shall have no more than 0.5% acrylic monomer by weight, as established by the Food and Drug Administration and the Environmental Protection Agency. PAM shall be “CF2000,” by CFM Corporation (608.839.8031,

www.cfmwi.com)ⁱ, “APS Silt Stop,” by Applied Polymer Systems, Inc. (678.494.5998, www.siltstop.com)ⁱ or approved equivalent.

Application rates shall be as recommended by the manufacturer and shall meet the approval of the Project Engineer.

Dry, granular PAM may be applied on slopes 1.5h:1v and flatter. Dry PAM shall be uniformly spread after final grading and before seeding and planting and shall be tilled in with other soil amendments.

Where applied with hydroseeding equipment, PAM shall be completely dissolved and mixed in water prior to being applied to the soil. The application method shall insure uniform coverage to the target areas. In hydroseeding applications, the PAM or PAM blend shall be added after the seed application and before the wood mulch application.

PAM shall be applied to all areas to be seeded, including gob materials and native soils. PAM shall not be applied during a rain or to saturated or frozen soils. PAM shall not be directly applied to water or allowed to enter a water body.

VIII. Gypsum Amendment Schedule at Straw Bale and Coir Roll Terraces, Sediment Barrier Dams, Rough Bed Channel and Coir Bags

Gypsum shall be regular (fine) grind agricultural grade, placed where indicated. Gypsum shall be free flowing and shall contain at least 22% calcium (Ca) by weight. The Contractor shall provide bag labels, invoices analyses and other documentation showing the purity and composition of the gypsum to the Project Manager.

Gypsum and other amendments (including organic fertilizer as specified on the drawings) shall be spread onto:

- the excavated terraces before the straw bales, coir rolls, or coir wattles are placed,
- the soil surface underneath sediment barrier dams that are on and adjacent to gob areas, and
- the rough bed channel before fill is placed.

Gypsum shall also be placed into coir bags as specified. Except at the rough bed channel, gypsum is not incorporated into the soil – see the amendment incorporation specifications below. No gypsum is required at non-gob areas.

Table VI – Gypsum Amendment Schedule

<u>Location</u>	<u>Estimated Quantity</u>	<u>Gypsum</u>	
		<u>Rate</u>	<u>Total (Lbs.)</u>
Gob Sites A1 and A8 Terraces and Sed. Logs	3,430 L.F.	25 Lbs./100 L.F	860
Gob Site A3 Terraces	4,010 L.F.	100 Lbs./100 L.F	4,010
Gob Site A4 Terraces	540 L.F.	25 Lbs./100 L.F	140
Gob Site A5N Terraces	420 L.F.	45 Lbs./100 L.F	190
Gob Site D.4 Coir Rolls	120 L.F.	110 Lbs./100 L.F	130
Gob Site D.4 Rough Bed Channel	300 S.F.	325 Lbs./1000 S.F.	100
Coir Bag Installations	90 Ea.	0.625 Lbs./Ea.	60
TOTAL (Rounded)			5,480 Lbs.
Pelletized Gypsum at Hydroseeded Gob Areas	0.17 Ac.	1,000 Lbs./Ac.	170 Lbs.
<u>Notes:</u>			
<ul style="list-style-type: none"> • Organic fertilizer application rates at terraces and sediment dams are specified on the drawings. • The Contractor shall demonstrate adequate controls to the Project Manager to consistently achieve these application rates within plus 25 percent to minus 10 percent. 			

IX. Lime

Ground limestone shall meet the requirements of ASTM C602, Class T or better (with at least 99 percent passing the No. 8 sieve and 75 percent the No. 60 sieve). The calcium carbonate equivalent (C.C.E.) shall be not less than 80 percent. An approved testing laboratory shall perform sieve, moisture level, and C.C.E. analyses of the proposed liming material. A pre-approved source of lime is diamond saw dust (approximately 98% C.C.E.) from New Mexico Travertine in Belen, NM (505.864.6300, www.nmtravertine.com)ⁱ.

As specified below, lime shall be spread along excavated straw bale and coir-roll terraces, and at sediment barrier dams at the rate specified. Except at the rough bed channel, lime is not incorporated into the soil – see the amendment incorporation specifications below. No lime is required at non-gob sites.

Table VII – Lime Amendment Schedule			
<u>Location</u>	<u>Estimated Quantity</u>	<u>Lime</u>	
		<u>Rate</u>	<u>Total (Lbs.)</u>
Gob Sites A1 and A8 Terraces and Sed. Logs	3,430 L.F.	35 Lbs./100 L.F.	1,200
Gob Site A3 Terraces	4,010 L.F.	30 Lbs./100 L.F.	1,200
Gob Site A4 Terraces	540 L.F.	15 Lbs./100 L.F.	80
Gob Site A5N Terraces	420 L.F.	30 Lbs./100 L.F.	125
Gob Site D.4 Coir Rolls	120 L.F.	50 Lbs./100 L.F.	60
Gob Site D.4 Rough Bed Channel	300 S.F.	150 Lbs./1000 S.F.	45
TOTAL (Rounded)			2,720 Lbs.

X. Lime and Gypsum Amendment Incorporation

Areas where amendments are to be spread and incorporated are indicated on the plans. In the initial application, the Contractor shall evenly spread two-thirds of the specified application amounts of gypsum and lime. Amended areas shall then be disked, chiseled or ripped with equipment, or incorporated using hand tools, or small mechanized equipment that can be safely operated on the slopes, until the amendments are thoroughly and evenly incorporated to a minimum depth of six inches. The final one-third of the gypsum and lime amendments shall then be evenly spread over the amended surface without incorporation.

Areas with significant vegetative cover or healthy larger shrubs and trees within the amendment incorporation areas shall be preserved as practicable.

Multiple passes with equipment may be required to evenly incorporate the specified amendments. The Project Manager will check for even incorporation of amendments to the depths specified and, as necessary, the Contractor shall rework the soil or use different equipment or methods to meet the specified requirements.

02923 –FULL SOIL TREATMENT AND EXTREME ROUGHENING

At indicated full soil treatment areas at Gob Site D, the soil shall be loosened to at least 24 inches. Loosening shall be accomplished using machine tilling; infiltration tines mounted on an excavator or backhoe bucket; or tilling using hand tools such as pulaskis or pick mattocks only around plant roots and where machine access is limited, in which case the tilling depth is limited to at least six inches. The undisturbed subsoil shall be left scalloped to anchor the loosened soil and amendments until plant roots are established well enough to provide adequate soil strength.

Deeply till the soil to a depth of at least 24 inches, except where hand tilling is done, then apply amendments and incorporate into the top twelve inches of soil. Amendments shall be wood waste, soil conditioner and organic fertilizer as specified above and shall be thoroughly and evenly incorporated into the soil. Rates of application shall be 3.7 cubic yards per 1000 square feet of wood wastes and 1.0 cubic yard per acre (0.62 cubic foot per 1000 square feet) of organic fertilizer and soil conditioner.

The soil surface in full soil treatment areas and in all other areas disturbed by construction, including closed access roads and temporary staging and storage areas shall be left to be rough and hummocky and not smooth. Where accomplished with construction equipment, this shall be accomplished by using an excavator bucket, or other acceptable methods that produce similar results, to create pockets and furrows to trap water and create favorable microclimates for plant growth with up to 24 inches of immediate topographic variation.

Rocks brought to the soil surface by tilling shall be rolled into nearby depressions or patted into the loosened soil.

No work shall be done when the moisture content of the soil is unfavorable or the ground is in a non-tillable condition.

02924 – HYDRO-SLURRY AMENDMENT APPLICATION

At indicated hydro-slurry amendment areas at Gob Sites A1, A3, A4, A5, A8 and D.4, the contractor shall apply a hydro-slurry using standard hydroseeding equipment. The slurry shall consist of water, soil conditioner and organic fertilizer.

A non-toxic, photodegradable colorant may be used as an aid to uniform application on the slopes. The hydroseed slurry shall not contain seed, hydro mulch, compost, or mycorrhizal inoculant. Soil conditioner shall be applied at a rate of 27 cubic feet per acre and organic fertilizer at 13.5 cubic feet per acre, thoroughly mixed with water as required for uniform application and minimal runoff.

After the seedlings have been planted as specified, the hydro-slurry shall be sprayed onto the gob surface in the areas where seedlings have been planted under this contract and to five feet on all sides of the seedlings (except at the edge of gob on native soils, where the hydro-slurry shall be sprayed to two feet from the seedlings). Hydro-slurry is not required for seedlings planted at slope blocks at Gob Site A2S.

The Contractor shall maintain equipment to provide uniform application rates and rinse all ET-FGM mixing and application equipment thoroughly with water to avoid formation of residues and discharge rinse water appropriately

02925 – EXTENDED-TERM FLEXIBLE GROWTH MEDIUM

Areas indicated at Gob Sites A5S and D, bare areas along the stream restoration area in Yankee Canyon above Gob Site D (to be determined by the Project Manager in the field), and all areas disturbed by construction activities shall be hydroseeded with an extended-term flexible growth medium as specified below (except in those areas where broadcasting of seed is allowed, as specified below). Disturbed areas by construction activities include cut and fill slopes, temporary access routes, areas occupied by the Contractor for campsites, office, plant sites, equipment parking, haul roads, stockpile and storage areas, service areas, and areas stripped of native covering.

The extended-term flexible growth medium (ET-FGM) shall be composed of long strand, thermally processed wood fibers, coconut fibers, crimped, interlocking man-made fibers and performance enhancing additives. The ET-FGM shall require no curing period and upon application form an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.

The components of the ET-FGM shall be prepackaged by the manufacturer to assure material performance and compliance with the following values. Under no circumstances will field mixing of additives and components of the ET-FGM be accepted.

- Thermally processed wood fibers – 51% \pm 2%
- Coconut fibers – 21.5% \pm 2%
- Cross-linked hydro-colloid tackifiers and activators – 10% \pm 1%
- Crimped, interlocking man-made fibers – 7.5% \pm 1%
- Moisture content – 10% \pm 2%

Extended-term flexible growth medium shall be “CocoFlex” by Profile Products LLC (800.366.1180, www.profileproducts.com)ⁱ.

All components of the ET-FGM shall be pre-packaged by the manufacturer in UV and weather resistant packages. The Contractor shall store and handle the ET-FGM in strict compliance with manufacturer’s instructions and recommendations. The ET-FGM shall be protected from damage from weather, excessive temperatures and construction operations and spills shall be cleaned promptly.

Soil conditioner and compost shall be as specified above or approved equivalent, applied at the specified or approved rates. Soil conditioner and compost shall be applied to all areas to be seeded, whether hydroseeded or broadcast seeded.

A technical representative of the manufacturer or authorized distributor may be present for the initial mixing and application of the ET-FGM.

Using standard hydraulic seeding equipment, hydroseeding shall take place in two-steps, a seeding application and a flexible growth medium application. The seeding application shall contain the following materials per acre:

- a. 13.5 cubic foot organic fertilizer as specified
- b. 27 cubic foot soil conditioner as specified
- c. 27 cubic foot screened compost as specified
- d. 1000 pounds of pelletized gypsum, only at gob areas and not in native soils
- e. Seed mix as specified
- f. 2.0 pounds mycorrhizal inoculum as specified
- g. Water as required and recommended by manufacturer.
- h. A small amount of ET-FGM for visual metering of coverage.

Inoculum shall be applied within one hour of addition to the mixing tank. If temperatures will exceed 90°F, the remaining flexible growth medium application shall be applied within three hours of application of the inoculum.

As soon as practicable following the seeding application, the flexible growth medium application shall be applied, containing the following materials per acre:

- a. A minimum of 4,000 lbs. extended-term flexible growth medium on slopes steeper than 3h:1v and a minimum of 3,000 lbs. ET-FGM on slopes flatter than 3h:1v.
- b. Water as recommended by the ET-FGM manufacturer

The Contractor shall strictly comply with manufacturer's recommendations and instructions on loading, mixing and applying ET-FGM. The ET-FGM shall be applied with a fan-type nozzle (50-degree tip) whenever possible for best soil surface coverage. The ET-FGM shall be applied in successive layers with sufficient ET-FGM material as to achieve a minimum of 95% coverage of all exposed soil. The resulting coverage shall be at least 1/8 inch thick over the entire surface area. Wherever practicable the ET-FGM shall be applied from alternate directions to alleviate shadowing. The ET-FGM shall not be applied over standing water. ET-FGM may be applied immediately before or after a rainfall event.

The Contractor shall reapply ET-FGM as directed by the Project Manager to disturbed areas that require continued erosion control, shall maintain equipment to provide uniform application rates and rinse all ET-FGM mixing and application equipment thoroughly with water to avoid formation of residues and discharge rinse water appropriately.

02930 – GRASSES AND FORBS

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

02933 - SEEDING

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

I. Seeding Time

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

II. Seed Species and Mixtures

To assure AML that the seed purchased shall exhibit the characteristics associated with the given variety, and that it is genetically pure, the Contractor shall provide certified seed of named varieties. For the unnamed varieties, the seed shall be obtained by the Contractor from a source adapted to the climate and soil in which it is being planted; that is, a similar land resource area which is not more than approximately 300 miles south or about 200 miles east, north, or west. The percentage of each species comprising seed mixtures for application is outlined in Table VIII. Seed species and varieties well adapted to the soil, climate, and topography of the disturbed areas shall be used in revegetation and are discussed below.

III. Seeding Methods – Hydroseeding and Broadcasting

Areas to be seeded shall be seeded by a two-step hydroseeding with a flexible growth medium as specified above. Only in areas where hydroseeding is not practicable and with the concurrence of the Project Manager, seed may be broadcast as follows.

When broadcast seeding, passes shall be made over the site to be seeded such that an even distribution of seed is obtained. Broadcast seeding shall take place immediately following the completion of final soil preparation. Broadcast seeding shall not be conducted when wind velocities would prohibit an even seed distribution. Broadcast seeding or hydroseeding shall be followed by hand raking, manual use of a drag chain, or sweeping with sturdy tree or shrub branches to cover seed. This shall be done over the entire seeded area but shall not be so extreme as to reduce the extent of soil relief.

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

IV. Seeding Rates

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

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

Table VIII – Seed Mix		
<u>No.</u>	<u>Species</u> (<i>Scientific Name</i>)	<u>Pounds</u> <u>PLS/Acre</u>
1.	Altai wildrye (<i>Leymus angustus</i>)	6.0
2.	Great Basin wildrye var. Trailhead (<i>Leymus cinereus</i>)	5.0
3.	Galleta grass var. Viva (<i>Pleuraphis jamesii</i>)	3.0
4.	Alkali sacaton var. Salado (<i>Sporobolus airoides</i>)	5.0
5.	Western Yarrow (<i>Achillea millefolium</i> L. var. <i>occidentalis</i>)	3.0
6.	Rocky Mountain Beeplant (<i>Cleome serrulata</i>)	6.0
7.	Fringed sagebrush (<i>Artemisia frigida</i>)	4.0
8.	Rabbitbrush (<i>Chrysothamnus viscidiflorus</i>)	4.0
9.	Tillage Radish var. CCS-779 (<i>Raphanus sativus</i>)	8.0
	TOTAL Lbs. PLS/Acre	44.0

All seed shall comply with the New Mexico Seed Law, NMSA 1978, Sections 76-10-11 through -22, and the New Mexico Department of Agriculture (NMDA) 21 NMAC 18.4.1 (Seed Standards and Classifications). Invoices or bag labels showing purity and germination for all seed shall be provided to the Project Manager before seeding.

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

02990 - SUBMITTALS

Complete data and specifications for the wetland crossing plan, silt fence (if used), coir rolls and wattles, sediment barrier dams, coir bags, seedling protection tubes, organic fertilizer, gypsum, lime, compost, mycorrhizal inoculum, polyacrylamide, flexible growth medium, soil conditioner, browse repellent, watering packages and accessories shall be submitted in accordance with the procedure set forth in Section 01340.

END OF DIVISION 2

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