



NEW MEXICO

Abandoned Mine Lands

Project Manual
Including Plans and Specifications
for Construction of

TIN PAN CANYON GOB RECLAMATION PROJECT

Colfax County, New Mexico

PROJECT NO.
EMNRD-MMD-2020-02

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)

APRIL 2020



00002 – CERTIFICATION PAGE

PROJECT NAME: Tin Pan Canyon Gob Reclamation Project

LOCATION: Colfax County, New Mexico

PROJECT NUMBER: EMNRD-MMD-2020-02

ENGINEER OF RECORD: Michael Tompson, P.E.
 Mining and Minerals Division
 1220 South St. Francis Drive
 Santa Fe, New Mexico 87505
 Telephone: 505.476.3417

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.

Michael Tompson P.E. (Program Manager)

License No.

Authorized Representative/Title
Energy, Minerals and
Natural Resources Department

Date

Michelle Lujan Grisham, Governor

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

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- IV. HP-FGM Application*
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02990

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00004 – LIST OF FIGURES, STATUTES, AND TABLES

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

I. FIGURES

The following figures may be found as an attachment:

Figure 1:	Title Sheet
Figure 2:	Tin Pan Canyon Plan View
Figure 3:	South Gob Pile Plan View
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Figure 5:	Straw Bale and Erosion Control Wattle Terraces
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Attachment A:

Figure 1A:	NCD Tin Pan Canyon Headcut Stabilization Cover Sheet: Location and Index
Figure 2A:	Project Specifications
Figure 3A:	Project Overview, Sheet Index, & Quantities
Figure 4A:	Rock Chute Overview & Layout
Figure 5A:	DETAIL: Rock Chute
Figure 6A:	Road Crossing Overview & Layout
Figure 7A:	DETAIL: Rock Check Dams

II. STATUTES

The following statutes may be referenced in the text:

NMSA 1978, §§ 13-1-28 through 199:	Procurement Code
NMSA 1978, §§ 13- 4-1 through 30:	Public Works Contracts
NMSA 1978, §§ 13- 4-31 through 43:	Subcontractors Fair Practices Act
NMSA 1978, §§ 41-4-1 through 2 :	Tort Claims Act
NMSA 1978, §§ 52-1-1 through 70:	Workers' Compensation Act
NMSA 1978, §§ 69-25B-1 through 12:	Abandoned Mine Reclamation Act
NMSA 1978, §§ 74-13-1, <i>et seq.</i> :	Recycling and Illegal Dumping Act
NMSA 1978, §§ 76-10-11 through 22:	New Mexico Seed Law

III. TABLES

The following tables are referenced in the text:

Table I:	Tin Pan Canyon Erosion Controls in Linear Feet
Table II:	Plant Materials: Containerized Seedlings
Table III:	Product Use Distribution Across Planting processes
Table IV:	Amendment Treatment Regime for Tin Pan Canyon Gob Reclamation Project
Table V:	Biotic Soil Media and Additive Application Rates
Table VI:	Plant Materials: Seed Mix

IV. ATTACHMENT

The following attachment is referenced in the text:

Attachment A:	Natural Channel Design Tin Pan Canyon Headcut Stabilization Technical Specifications
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PURCHASING DIVISION (GSD)

Due to the COVID-19 pandemic, and pursuant to the State Purchasing Agent's authority granted under Section 13-1-95.1 NMSA 1978 ONLY electronic submissions of Bids will be accepted for this solicitation.

<https://solutions.scquest.com/apps/Router/RegistrationChecklist?CustOrg=StateOfNewMexico>

PROJECT:

TIN PAN CANYON GOB
RECLAMATION PROJECT
COLFAX COUNTY, NEW MEXICO
PROJECT NO.: EMNRD-MMD-2020-02

ARCHITECT/ENGINEER OF RECORD

MIKE TOMPSON, P.E.
Telephone: (505) 476.3427
FAX: (505) 476.3402

OWNER/POINT OF CONTACT:

Abandoned Mine Land Program
Mining and Minerals Division
Energy, Minerals and Natural Resources
Department
State of New Mexico
1220 S. St. Francis Drive
Santa Fe, New Mexico 87505
Telephone: (505) 476.3400

INVITATION TO BID CONSTRUCTION CONTRACT

BID NUMBER: **00-52100-20-06011**

Sealed bid opening FORMAL
NM STATE PURCHASING DIVISION

BID DUE DATE: May 19, 2020
AND TIME: 2:00 p.m. MDT
Procurement Officer: **Mark Lujan**
Contact Number: **505-827-0564**
Email: **Mark.Lujan@state.nm.us**

IMPORTANT

FOR MAILED-IN BIDS: Due to the current COVID-19 pandemic the State Purchasing Division is not accepting mailed-in or delivered bids. ONLY electronic bids will be accepted. Bidders may submit an electronic copy of the bid bond with the original bid bond followed in the mail. For instructions read the paragraph below.

FOR ELECTRONICALLY UPLOADED BIDS: such bids will be time-stamped in the system when Bidder clicks "OK" after "Review and Submit." You will receive a confirmation email of the submission for your records. Such electronic submissions will be considered sealed bids in conformance with statute.

To register as a Supplier with the State of New Mexico, or to log in if already registered go to:

<https://suppliers.scquest.com/StateOfNewMexico>

SEALED BIDS WILL BE RECEIVED UNTIL THE ABOVE-SPECIFIED DATE AND LOCAL TIME, THEN PUBLICLY OPENED VIA GOTOMEETING.

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

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

PLEASE NOTE: ONLY electronic submissions of Bids will be accepted for this solicitation.

<https://solutions.scquest.com/apps/Router/RegistrationChecklist?CustOrg=StateOfNewMexico>

This mailing contains four pages

INVITATION TO BID page 2

Bidding Documents: Bidding documents, plans, specifications, drawings etc. may be obtained at the office of the Architect / Engineer of Record upon payment of **\$0.00** for each complete set. CHECKS SHOULD BE MADE PAYABLE TO N/A. Incomplete sets will not be issued.

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

**MICHAEL TOMPSON, P.E.
ENGINEER FOR RECORD
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
1220 SOUTH ST. FRANCIS DRIVE
SANTA FE, NM 87505
(505) 476-3417
MICHAEL.TOMPSON@STATE.NM.US
<http://www.emnrd.state.nm.us/MMD/announcements.html>**

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

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

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

In submitting this bid, each Bidder must satisfy all terms and conditions of the Bidding Documents. No Bidder may withdraw his bid for **NINETY (90) DAYS** after the actual date of the opening thereof.

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

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

INVITATION TO BID page 3

There may be some administrative delay in processing your registration. Pursuant to Section 13-4-13.1 NMSA 1978, the State Purchasing Division **cannot accept your bid if you are not registered at the time of bid opening.**

Please direct all questions concerning registration to DWS at (505) 841-4400.

A completed Subcontractor Listing Form must accompany each bid.

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

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

Preferences: Because this project is one hundred percent (100%) federally funded, neither the 5% New Mexico Resident Contractor's Preference nor the New Mexico Resident Veterans preference, apply to this procurement.

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.

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

Due to the State of New Mexico's efforts to prevent further exposure/spread of the virus SARS-CoV-2 and to continue to practice social distancing, the New Mexico Abandoned Mine Land Program (AML) Program will be holding a virtual mandatory pre-bid meeting via Zoom, a web-based video conferencing tool. This meeting is scheduled to take place on:

Time: Tuesday, May 5, 2020 10 A.M. Mountain Time.

Ways to Join:

- By computer or mobile device using this link:

<https://zoom.us/j/842563900?pwd=ekd5TmN6ZUs0RS8vMVRHWk14cnVTQT09>

- By phone dialing (888) 788-0099 (toll free) and then entering the meeting ID: 842 563 900 and then password 002489

POINT OF CONTACT: Yeny Maestas, New Mexico Abandoned Mine Land Program,
505.476.3476, Yeny.Maestas@state.nm.us

QUESTIONS AND ANSWERS DEADLINES

- Questions Date: **May 6, 2020**
- Answers Date: **May 7, 2020**

LAST AMENDMENT DEADLINE

- Date: **May 8, 2020**

END OF INVITATION TO BID

APPENDIX A
VENDOR INFORMATION FORM

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

Legal Business Name: _____

Address: _____

Telephone Number: _____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER

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

Federal Employer Identification Number _____

Type of Business (Check One):
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ General Limited
_____ Corporation
_____ Public Service Corporation
_____ Government/Nonprofit
_____ Other (please specify)

OTHER TAX ACCOUNT NUMBERS

New Mexico CRS Identification Number: _____

State Unemployment Tax Number: _____

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

Name (print or type)

Title (print or type)

Signature

Date

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 31.5 cents per ton of coal produced by surface coal mining and 13.5 cents per ton of coal produced by underground mining. Under SMCRA, individual states acquire federal funds from the Office of Surface Mining, Reclamation, and Enforcement (OSMRE) to administer an approved state reclamation program and to implement specific reclamation projects. The New Mexico Energy, Minerals and Natural Resources Department (EMNRD) administers the 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 one hundred percent (100%) federal funds for this construction project. MMD is, by this Invitation to Bid (ITB), requesting bids from responsible, qualified Bidders for the construction project in accordance with the terms of this ITB. Bidders are advised that responsive bids are invited from both profit making and nonprofit organizations. EMNRD is an affirmative action and equal opportunity employer.

The 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 eProNM

<https://suppliers.sciquest.com/StateOfNewMexico>

No hard copy bids will be accepted.

Bids in response to this ITB will be opened publicly via
<https://www.gotomeeting.com/meeting/join-meeting>

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

The Contract Time for project completion shall be no later than two hundred forty (240) calendar days, including all Sundays, holidays, and non-work days, after the Contractor receives a Notice to Proceed via USPS 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 SPD Director has made a finding which concurs in that confidentiality shall be withheld from public inspection.

00120 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following shall be included with each responsive bid:

I. Information

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

II. Bid

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

III. Security

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

IV. References

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

V. Supplements

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

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

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

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

The evaluation criteria include:

1. possession of a valid New Mexico Contractor License appropriate for the work;
2. proof of registration with Labor Relations Division of the New Mexico Department of Workforce Solutions for contractor and all subcontractors when Bidder submits a bid valued at more than sixty thousand dollars (\$60,000.00); and

3. proven records of satisfactory work performance for both Bidder and listed subcontractors.

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

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

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

Note: Because this project is one hundred percent (100%) federally funded, neither the New Mexico Resident Contractor's Preference nor the New Mexico Resident Veterans preference, apply to this procurement.

VI. New Mexico Employees Health Insurance

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

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

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

VII. Use of Brand Name Specifications

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

00125 – BID ASSURANCES

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

I. General

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

competitive rights of the person, firm, or corporation that submits it.

III. Inspection

To assure EMNRD that the Bidder has the competence, equipment, facilities, and staff to furnish the services required under this contract, EMNRD shall be allowed to determine the adequacy of the competence, equipment, facilities, and staff of any Bidder considered for the contract award. For this purpose, if EMNRD deems it appropriate, the Bidder shall permit representatives of EMNRD to inspect the Bidder's equipment and facilities.

IV. Samples

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

V. Cancellation

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

00130 – MANDATORY PRE-BID CONFERENCE

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

Due to the State of New Mexico's efforts to prevent further exposure/spread of the virus SARS-CoV-2 and to continue to practice social distancing, the AML Program will be holding a virtual mandatory pre-bid meeting via Zoom, a web-based video conferencing tool. This meeting is scheduled to take place on:

Time: Tuesday, May 5, 2020 10:00 A.M. Mountain Time.

Ways to Join:

- By computer or mobile device using this link:

<https://zoom.us/j/842563900?pwd=ekd5TmN6ZUs0RS8vMVRHWk14cnVTQT09>

- By phone dialing (888) 788-0099 (toll free) and then entering the meeting ID: 842 563 900 and then password 002489

POINT OF CONTACT: Yeny Maestas, New Mexico Abandoned Mine Land Program,
505.476.3476, Yeny.Maestas@state.nm.us

AML representatives will present the work site conditions and the scope of work during the virtual meeting, potential Offerors are encouraged to submit questions electronically afterwards to allow for the meeting to go as smoothly as possible. See the Invitation to Bid for date, location, and time. Those wishing to attend are advised to be prompt.

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

ATTACHMENT CHECKLIST

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

- A. ___ Vendor Information Form
- B. ___ Bid Form
- C. ___ Bid Security Bond Form with Agent's Affidavit
- D. ___ List of Subcontractors and Equipment
- E. ___ Valid NM Contractor's License issued by Construction Industries Division (CID) per NMSA 1978, Section 60-13-12
- F. ___ Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying
- G. ___ Applicant/Violator System Information Form
- H. ___ New Mexico Public Works Contractor Registration Information
- I. ___ New Mexico Employee Health Coverage Form

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

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

The following forms shall be submitted after award:

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

00300 – BID FORMS

BIDDER NAME: _____

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

1. Mobilization (not to exceed 10% of total base bid)

For the Lump Sum of

_____ Dollars (\$_____)	_____ Dollars (\$_____)
(Written Whole Dollars and Zero Cents)	(Not to exceed 10% of TOTAL BASE BID)

2. Straw Bale Terraces Type “SB”
Complete in Place Installation

For the Unit Price of

_____ Dollars per Linear Foot (\$_____)	_____ Dollars per Linear Foot (\$_____)
(Written Whole Dollars and Zero Cents)	

X 4,860 Linear Feet =

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

3. Erosion Control Wattle Terraces Type
Complete in Place Installation

For the Unit Price of

_____ Dollars per Linear Foot (\$_____)	_____ Dollars per Linear Foot (\$_____)
(Written Whole Dollars and Zero Cents)	

X 2,030 Linear Feet =

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

4. Sediment Barrier Dams
Complete in Place

For the Unit Price of

_____ Dollars per each (\$_____)	_____ Dollars per each (\$_____)
(Written Whole Dollars and Zero Cents)	

X 50 Each =

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

¹ The estimated quantities of materials and work required to complete the project are approximations only and are given as a basis for calculation upon which the contract award will be determined.

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

BID	MATERIAL OR	<u>ESTIMATED QUANTITY</u>¹	<u>BID AMOUNT</u>²
<u>ITEM</u>	<u>WORK DESCRIPTION</u>		
5.	Seedling Planting Complete in Place		For the Unit Price of
			Dollars (\$ _____)
	(Written Whole Dollars and Zero Cents)	X 6,000 Seedlings =	
			Dollars per each (\$ _____)
	(Written Whole Dollars and Zero Cents)		
6.	Seedling Protection Tubes Complete in Place		For the Unit Price of
			Dollars per Each (\$ _____)
		X 6,000 Each =	
			Dollars (\$ _____)
	(Written Dollars and Cents)		
7.	Fertilizers and Amendments Complete in Place		For the Unit Price of
			Dollars Per Acre (\$ _____)
	(Written Whole Dollars and Zero Cents)	X 2 Acres =	
			Dollars (\$ _____)
	(Written Whole Dollars and Zero Cents)		
8.	Seeding Complete in Place		For the Unit Price of
			Dollars per Acre (\$ _____)
	(Written Whole Dollars and Zero Cents)	X 2 Acres =	
			Dollars (\$ _____)
	(Written Whole Dollars and Zero Cents)		

¹ The estimated quantities of materials and work required to complete the project are approximations only and are given as a basis for calculation upon which the contract award will be determined.

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

<u>BID ITEM</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>ESTIMATED QUANTITY¹</u>	<u>BID AMOUNT²</u>
------------------------	--	--	--------------------------------------

9. Allowance for Plant Survival Bonus
For the Lump Sum Of

Dollars (\$ 16,000)

(Written Whole Dollars and Zero Cents)

10. Installation of Rock Rundown
as per Natural Channel Design Specifications
Complete in Place

For the Lump Sum of

Dollars (\$ _____)

(Written Whole Dollars and Zero Cents)

TOTAL BASE BID³

Dollars (\$ _____)

(Written Whole Dollars and Zero Cents)

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

¹ The estimated quantities of materials and work required to complete the project are approximations only and are given as a basis for calculation upon which the contract award will be 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 to Bid, all of which are incorporated and included 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

FEDERAL TAX ID #: _____

NEW MEXICO TAX ID #: _____

EMAIL ADDRESS: _____

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

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

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

Amendment No. _____ **Dated:** _____

Amendment No. _____ **Dated:** _____

Amendment No.: _____ **Dated:** _____

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

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 relevant 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 & Location: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

2. Project Name & Location: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

3. Project Name & Location: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

4. Project Name & Location: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

5. Project Name & Location: _____

Owner: _____

Contract Amount: \$ _____

Completion Date: _____ Percentage: _____

II. References

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

1. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

2. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (_____) _____

3. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (____) _____

4. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (____) _____

5. Work Performed: _____

Contact Name: _____

Firm Represented: _____

Mailing Address: _____

Email Address: _____

Phone Number: (____) _____

LIST OF SUBCONTRACTORS AND EQUIPMENT

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

BIDDER: _____

00430 – SUBCONTRACTORS LIST

Any person submitting a bid shall in this bid set forth the name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project and whose total contract will be in excess of five thousand (\$5,000.00) and the nature of the work which will be done by each subcontractor under the New Mexico Subcontractors Fair Practices Act, NMSA 1978, § 13-4-34. The Contractor shall list only one subcontractor for each category as defined by the Contractor in this bid. Do not leave blanks. If no subcontractors, indicate such. The statute does not require listings of second tier subcontractors, material suppliers, and subcontractors whose contracts are less than five thousand (\$5,000).

1. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

2. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

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

3. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: . Zip Code: _____

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

4. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: . Zip Code: _____

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

5. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: . Zip Code: _____

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

6. Work: _____

Public Works Number: _____

Firm Represented: _____

Mailing Address: _____

City: _____ State: . Zip Code: _____

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

00450 – EQUIPMENT LIST

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

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

00500 – AGREEMENT FORMS

SHARE Contract No. 00-52100-20-06011**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 XXXXX (Contractor). EMNRD's Director and staff of the Mining and Minerals Division (MMD) shall supervise and coordinate the work under this Construction Services Contract (Agreement).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**I. Scope of Work**

A. The Contractor shall perform the work described in the Specifications for the Tin Pan Canyon Gob Reclamation Project, Colfax County, New Mexico in the Project Manual which is part of Invitation to Bids (ITB) No. 00-52100-20-06011. The ITB was solicited by the General Services Department, State Purchasing Division ITB No. XX-XXXXX-XX-XXXXX. The Project Manual, Specifications, ITB and Contractor's completed Bid Response (dated: XXXXX) are all incorporated into and made a part of this Agreement by reference. EMNRD shall have the sole authority to approve any changes to the Scope of Work and the Specifications and to approve the Contractor's final work product.

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

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

II. Compensation

A. EMNRD shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract

Documents, the Contract Sum of _____ (\$ _____) including New Mexico Gross Receipts Taxes, if applicable.

The Contract Sum is determined as follows:

Total Base Bid	\$ _____
Gross Receipts Tax @ 8.2500%	\$ _____
Total Contract Sum	\$ _____

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

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

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

C. Prompt Payment Act Compliance: Contractor shall comply with the Prompt Payment Act, NMSA 1978, § 57-28-5(C), in making prompt payments to its subcontractors and suppliers for amounts owed for work performed relating to this Agreement within seven (7) days of receipt of payment from EMNRD.

D. Final Payment: Final payment constituting the entire undisputed and unpaid

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

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

The Work to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." Project completion (see Section 00100 of the Project Manual) shall be no later than two hundred forty (240) days, including all Sundays, holidays, and non-work days, after the Contractor receives a written Notice to Proceed, except as hereafter extended by EMNRD by valid written Change Order.

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

IV. Termination

A. For Reasons Beyond Contractor's Control

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

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

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

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

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

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

B. For Reasons Within Contractor's Control:

1. If the Contractor:

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

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

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

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

V. Status of the Contractor

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

VI. Assignment

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

VII. Subcontracting

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

VIII. Records and Audit

The Contractor shall maintain detailed time and expenditure records that show the date, time, nature and cost of services rendered under this Agreement and retain them for six (6) years from the date of final payment under this Agreement. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to EMNRD within New Mexico within five business days upon EMNRD's request. The records shall be subject to inspection by EMNRD, DFA, the State Auditor and the U.S. Department of the Interior (DOI). Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by DOI or any authorized representative and shall continue until all potential litigation, appeals, claims or exceptions have expired or been resolved.

IX. Appropriations

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

X. Release

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

XI. Confidentiality

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

XII. Amendment or Change Order

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

XIII. Scope of Agreement

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

XIV. Civil and Criminal Liability Notice

The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and 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:
Mike Tompson, P.E.
Mining and Minerals Division
Energy, Minerals and Natural Resources Department
1220 South St. Francis Drive
Santa Fe, New Mexico 87505
505.476.3427

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

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

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

XIX. Indemnification

The Contractor shall defend, indemnify, and hold harmless EMNRD, and its officers, employees, agents and representatives, and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source that may arise out of this Agreement's performance, caused by the negligent or intentional act or failure to act of Contractor, its officers, employees, servants, subcontractors, consultants, clients, or agents, resulting in injury or damage to persons

or property during the time when Contractor, its officers, agents, employees, servants, subcontractors, or consultants has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by Contractor, its officers, agents, employees, servants, subcontractors, clients, consultants under this Agreement is brought against Contractor, or any of its officers, agents, employees, servants, subcontractors or consultants, Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify EMNRD's legal counsel and the Risk Management Division of the New Mexico General Services Department by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

XX. Duty to Insure

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

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

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

Bodily injury liability –

Seven hundred dollars (\$700,000.00) each person

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

Property damage liability--

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

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

B. The Contractor shall furnish EMNRD with certificates of insurance and such other proof of insurance as EMNRD may require, prior to commencing work under this

Agreement, and shall not commence any work under this Agreement until the required insurance coverage is obtained. The insurance coverage shall not be changed, canceled, or allowed to lapse without giving EMNRD 30 business days' prior written notice.

XXI. New Mexico Employees Health Insurance

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

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

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

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

XXIII. Disputes

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

XXIV. Suspension of Work

A Suspension of Work Notice may be issued by the Project Engineer if the Project Engineer believes that any action of the Contractor is contrary to the intent of this Agreement or that any health or safety standard is violated or that a threat to public health or safety exists. No

work performed after issuance of a Suspension of Work Notice shall be eligible for payment while such notice is in effect. No work shall proceed until such notice is vacated, in writing, by the MMD Director.

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

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

B. This Agreement is within the scope of the Public Works Minimum Wage Act, NMSA 1978, §§ 13-4-10, *et seq.* The Minimum Wage Rate Decision No. LU-18-1230-H of the New Mexico Labor and Industrial Division (1.505.841.4408) shall be complied with by the Contractor and any subcontractors. A copy of the Decision is included at Section 00830 of the Project Manual.

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

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

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

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

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

(b) the employee’s classification (or classifications);

(c) the employee’s hourly wage rate (or rates); the employee’s hourly fringe benefits; and where applicable, the employee’s overtime hourly wage rate (or rates);

(d) the daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted);

(e) the itemized deductions made;

(f) the net wages paid; and

(g) the number of the wage rate decision issued on the project by the Director.

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

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

Date _____

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

do hereby state:

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

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

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

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

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

Notary public

(SIGNATURE)

(DATE)

My commission expires: _____

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

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

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

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

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

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

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

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

XXVI. Required Bond for Public Works Contractor

This Agreement is within the scope of NMSA 1978, §§ 13-4-18 through 13-4-20. BEFORE BEGINNING ANY WORK UNDER THIS AGREEMENT, the Contractor shall furnish a performance bond (see example in Section 00610 of the Project Manual) and a payment bond (see example in Section 00620 of the Project Manual) both executed by the Contractor and issued by a surety authorized to do business in the State of New Mexico in an amount equal to one hundred percent (100%) of the total Agreement price. Agreement price equals bid total plus gross receipts tax. A letter of credit is not acceptable.

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

XXVII. Compliance with Trafficking Victims Protection Act of 2000

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

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

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

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

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

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

- a) including qualified MBEs/WBEs on solicitation lists;
- b) assuring that MBEs/WBEs are solicited once they are identified;
- c) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- d) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- e) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U. S. Small Business Administration to identify MBEs/WBEs, as required; and
- e) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

XXIX. Compliance with Federal Laws

A. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

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

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

D. Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002

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

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

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

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

[Signatures are on next page.]

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: _____
Cabinet Secretary or Designee

Date: _____

CONTRACTOR

By: _____
Authorized Representative

Date: _____

Printed Name and Title

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

By: _____
State Purchasing Agent

Date: _____

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: _____

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 Tin Pan Gob Reclamation Project, Project No. EMNRD-MMD-2020-02, 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 Tin Pan Canyon Gob Reclamation Project EMNRD-MMD-2020-02, 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__.

WITNESS

PRINCIPAL (Seal)

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: <input type="checkbox"/> 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	

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

00700 – GENERAL CONDITIONS

00704 - DIFFERING SITE CONDITIONS

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

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

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

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

00713 – WARRANTY AND GUARANTEE

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

00720 - DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE PROJECT MANAGER

A. General

The Construction Observer may at times be referred to as the Project Manager. The Construction Observer is the individual 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 Construction Observer's dealings in matters pertaining to the on-site work shall in general be only with EMNRD, 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.

1. EMNRD Project Managers:
Joe Vinson and Laurence D'Alessandro
2. EMNRD Project Engineers:
Mike Tompson, PE and Yeny Maestas

The Project Engineer shall be responsible for the following duties and responsibilities:

- a. Review, for compliance with design concepts, shop drawings submitted by the construction contractor.
- b. Review laboratory, shop and mill test reports on materials and provide inspection at the manufacturing facilities during the production of materials specific to the project.
- c. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work. Access to the project site is governed by the Consent-to-Entry for Reclamation between Vermejo Park Ranch (the Ranch) and the AML Program.
- d. Attend preconstruction conferences, progress meetings, and job conferences as required and other project related meetings.
- e. Issue instructions from the AML Program to the construction contractor, issue necessary interpretations and clarifications of contract documents, prepare change orders requiring special inspections and testing of the work, and make recommendations as to acceptability of the work.
- f. Make recommendations to the AML Program on corrective actions or contractual measures that the AML Program may exercise.
- g. Prepare sketches and, where required, designs and design drawings and specifications, required to resolve problems due to actual field conditions encountered, including cost estimates for alternatives where required, and provide to EMNRD.
- h. Determine amounts of progress payments due, based on degree of completion of the work, and recommend issuance of such payments by EMNRD.

- i. Prepare record drawings from information submitted by the contractor and Construction Observer and provide to EMNRD.
- j. Make a final inspection and written report on completion of the project, including recommendations concerning final payment to the construction contractor, to EMNRD.
- k. Provide copies of construction records, including approved submittals and shop drawings, laboratory and test reports, reports on job-related conferences and meetings, construction progress reports, Construction Observer's diary or log book, Storm Water Pollution Prevention Plan, etc. to EMNRD within one month of preparation or completion.

The Construction Observer/Project Manager shall be responsible for the following duties and responsibilities:

a. Schedules:

Review the progress schedule prepared by the construction contractor and consult with the Project Engineer concerning acceptability.

b. Conferences:

Attend preconstruction conferences, progress meetings, job conferences as required in consultation with Project Engineer, and other project related meetings.

c. Liaison:

Serve as the Project Engineer's liaison with the construction contractor, working principally through the construction contractor's superintendent, and assist him or her in understanding the intent of Contract Documents.

d. Access:

Conduct meetings as necessary with the Ranch staff to discuss access issues such as appropriate work hours, possible avoidance areas, additional requirements staff members may have of the construction contractor, and work delays due to possible hunting restrictions. Inform Project Engineer of any issues that may arise. Access to the project site is governed by the Consent-to-Entry for Reclamation between the Ranch and the AML Program.

In conjunction with the AML archeologist (or the AML Program's archeological contractor) flag or mark avoidance areas specified in the approved archaeological report for the project to ensure that avoidance areas are avoided at all times by the construction contractor, subcontractors and suppliers.

e. 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.

f. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the work in progress to assist the Project Engineer in determining if the work is proceeding in accordance with the Contract Documents, and that completed work will conform to the Contract Documents.
- b. Report to the Project Engineer whenever the Project Manager believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approvals required to be made, or has been damaged prior to final payment; and advise the Project Engineer when the Project Manager believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Project Engineer appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Project Engineer.

g. Interpretation of Contract Documents:

Transmit to Contractor the Project Engineer's clarifications and interpretations of the Contract Documents.

h. Modifications:

Consider and evaluate the Contractor's suggestions for modifications in drawings or Specifications and report them with recommendations to the Project Engineer.

i. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued after the execution of the Contract, the Project Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or 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.
- d. Provide EMNRD with copies of all records by contract termination date.

j. 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, personal injury, or property damage incidents.

k. 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.

l. Certificates, Maintenance and Operation Manuals: During the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items installed; and deliver this material to the Project Engineer for review prior to final acceptance of the work.

m. 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.

B. Limitations of Authority.

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

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

00800 – SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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 the AML Contractor Form OMB #1029-0119

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

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

Part B: Obtain an Organizational Family Tree (OFT): Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships individuals and other businesses have with your organization. It lets you know what information we currently have for your company in the AVS.

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

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

You can obtain an OFT two ways:

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

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date. **Note: signature date must be recent (within 30 days) to be considered.** An explanation of when

each box is appropriate:

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

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

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

Part D: OFT Information. Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS or if your company does not have any information in the AVS (Boxes 2 and 3 in Part C). Please use as many pages and necessary. **To reduce the processing time:** please include **all** fields, including the relevant begin and/or end dates for individuals. Providing middle name or initial for individuals can also help reduce processing time so we can more easily distinguish individuals with the same name in the AVS.

Here are some answers to Part D FAQs:

Which employees should be included in Part D?

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

What address and phone number should I use?

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

What are the begin and end dates for?

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

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

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

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

00830 – WAGE DETERMINATION SCHEDULE**TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING**

Effective January 1, 2020

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	24.63	11.24
Carpenter- Los Alamos County	27.80	13.19
Cement Mason	17.42	6.81
Ironworker	27.00	15.75
Painter- Commercial	17.00	6.88
Plumber/Pipefitter	30.76	11.62
Electricians- Outside Classifications: Zone 1		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications: Zone 2		
Ground man	23.27	12.67
Equipment Operator	33.39	15.35
Lineman/ Technician	39.28	16.91
Cable Splicer	43.21	17.95
Electricians-Outside Classifications: Los Alamos		
Ground man	23.94	12.85
Equipment Operator	34.35	15.60
Lineman/ Technician	40.41	17.21
Cable Splicer	44.45	18.28
Laborers		
Group I- Unskilled	12.26	6.22
Group II- Semi-Skilled	12.56	6.22
Group III- Skilled	12.96	6.22
Group IV- Specialty	13.21	6.22
Operators		



Group I	18.79	6.34
Group II	19.72	6.34
Group III	19.82	6.34
Group IV	19.93	6.34
Group V	20.03	6.34
Group VI	20.21	6.34
Group VII	20.37	6.34
Group VIII	20.66	6.34
Group IX	28.16	6.34
Group X	31.41	6.34
Truck Drivers		
Group I-IX	16.45	7.87

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

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

PUBLIC WORKS PROJECT REQUIREMENTS

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

Contracting Agency

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

General Contractor

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

Subcontractor

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

Additional Information

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

CONTACT INFORMATION

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

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00900 – APPLICATION FOR PAYMENT

**APPLICATION FOR PAYMENT
Tin Pan Gob Reclamation Project
Colfax County, New Mexico
EMNRD-MMD-2020-02**

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

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

<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS OR PERCENT THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS OR PERCENT PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS OR PERCENT REMAINING</u>	<u>AMOUNTS REMAINING</u>
1.	Mobilization (Not to exceed 10% of total base bid)	For the lump sum of	\$ _____						
2.	Strawbale Terraces type SB Installation	X 4,860 Linear Feet	\$ _____						
3.	Erosion Control Wattle Terraces Installation	X 2,030 Linear Feet	\$ _____						
4.	Sediment Barrier Dams. Installation	X 50 Each	\$ _____						
5.	Seedling Planting Complete in Place	X 6,000 Seedlings	\$ _____						
6.	Seedling Protection Tubes Installation	X 6,000 Tubes	\$ _____						

<u>ITEM NO.</u>	<u>MATERIAL OR WORK DESCRIPTION</u>	<u>BASIS OF EVALUATION</u>	<u>CONTRACT AMOUNT</u>	<u>UNITS OR PERCENT THIS BILLING</u>	<u>AMOUNTS THIS BILLING</u>	<u>UNITS OR PERCENT PREVIOUS BILLINGS</u>	<u>AMOUNTS PREVIOUS BILLINGS</u>	<u>UNITS OR PERCENT REMAINING</u>	<u>AMOUNTS REMAINING</u>
7.	Fertilizer and Amendments	For the Unit Price Of X 2 Acres	\$ _____						
8.	Seeding Complete in Place	For the Unit Price Of X 2 Acres	\$ _____						
9.	Allowance for Plant Survival Bonus	For the Lump Sum Of	\$ 16,000 _____						
10.	Rock Rundown Installation	For the Lump Sum Of	\$ _____						
Subtotal			\$ _____						
GROSS RECEIPTS TAX = LOCAL RATE (6.0833% through 12/31/19) 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: _____

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

Project Location

The Tin Pan Gob Reclamation Project is located about eight miles northwest of Raton in Colfax County, New Mexico. The project area (see Figure 1, referred to hereafter as “Site”) is on private land within the Vermejo Park Ranch (“Ranch”).

Scope of Work

The Tin Pan Gob Reclamation Project involves stabilization of steep slopes on two coal gob piles approximately two acres in size that have been contributing mine waste to an adjacent ephemeral channel. Work includes establishment of vegetation and installation of various erosion control structures necessary to facilitate effective stormwater management.

The Contractor shall complete the following tasks:

- installation of a rock rundown to further prevent headcuts at the downstream edge of the access road from moving into the road. The rock rundown has been designed by Natural Channel Design. Technical specifications and design drawings for the rock rundown are shown in ATTACHMENT A;
- installation of erosion control wattles and straw bale terraces on contour on the gob piles and sediment logs in small gob drainages as erosion and sediment control measures (Vermejo Park Ranch will furnish the erosion control wattles to be used for this project);
- installation of several low sediment barrier dams along the secondary drainage adjacent to the small north gob pile and at one small drainage below the larger south gob pile for sediment control; and
- seedling planting, fertilization, amendment, and hydroseeding in coal gob piles to stabilize the coal waste and prevent future erosion.

This scope of work is subject to change based on actual conditions encountered in the field. Scope modifications shall be initiated by the Project Engineer in writing. The Contractor shall not modify the project scope without prior written approval by the Project Engineer. Demobilization shall be conducted in such a manner to ensure that the Contractor leaves all project areas in as good or better condition than before disturbance, as determined by the Project Engineer.

01011 – SUMMARY OF PROJECT AND CONSTRUCTION ACCESS REQUIREMENTS

The site is 4WD accessible via dirt roads leading to the project site. Access to the site is strictly controlled by the Ranch. A locked gate at the entrance to the Ranch must remain closed and attended during deliveries of equipment, supplies and work crews. Permission to access the site may be rescinded with little notice by the Ranch during periods when roads are wet and muddy or may be restricted during hunting seasons. AML Program personnel will coordinate access with the Ranch manager and relay this information to the Contractor.

The hours for a typical work schedule, taken as the time Contractor personnel enter the Ranch gate or leave it, will be limited to noon on Monday until noon on Friday. This will allow AML Program Personnel to oversee activities and approve of any required field-fitting of constructed features. There may be times when problems or required changes may delay a task waiting clarification or permission from the Project Engineer.

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

01012 – AVOIDANCE AREAS FOR PRESERVATION OF CULTURAL AND BIOLOGICAL RESOURCES

The Contractor shall avoid all designated cultural and biological resources including those shown as Avoidance Areas 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 fifty (50) feet (15 meters) from the designated cultural and biological resources, unless otherwise indicated by AML staff. Where it is infeasible to complete construction activities without disturbing the designated avoidance areas, avoidance area distances and access may be adjusted, in coordination with AML staff, to accommodate construction activities and ensure resources are not impacted. The Contractor shall also coordinate with the Project Engineer for access routes to be taken around designated avoidance areas to construction work sites. Disturbance adjacent to designated avoidance areas shall be minimized as practicable.

The Project Engineer may designate additional avoidance areas as deemed necessary. No

construction disturbances including excavation, fill, stockpiling of construction materials, staging, etc. shall take place within designated avoidance areas.

The Contractor shall bear all direct, indirect, and consequential costs of mitigation or repairs due to unauthorized damage caused by the Contractor's 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 (one hundred (100) foot radius, thirty (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.

Because construction is expected to commence during the migratory bird season (March 15 to September 15), a preconstruction nesting bird survey is required. The AML Program will contract an outside consulting firm to perform the bird survey. The Contractor shall contact the AML Program Project Engineer at least one month prior to commencement of construction to coordinate this survey or three (3) weeks prior to Notice to Proceed. The Contractor shall comply with the requirements of the Migratory Bird Treaty Act, the U.S. Fish and Wildlife Service (USFWS), and shall not cause harm or harassment to migratory birds.

If occupied nests are found, they must be avoided until the young have fledged. If nest avoidance is not feasible and relocation must occur, the project shall be placed on suspension while the AML Program coordinates with USFWS for a permit. If the USFWS denies the relocation permit request, the project suspension shall continue until after the migratory bird nesting seasons ends, or after all young have left nest.

01015 – CONTRACTOR'S USE OF THE PREMISES

The Contractor shall take reasonable measures to avoid traffic conflicts between vehicles of the Contractor's employees and private citizens and to avoid overloading of any driveways, roads and streets. The Contractor shall limit the access of equipment and vehicles to the project site and provide protection for any improvements over which trucks and equipment must pass to reach the job site. Contractor must keep unused equipment in the already-defined staging areas.

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. AML reserves the right to decrease or increase any or all of the quantities of materials or work as may be deemed necessary during the project.

01027 – APPLICATIONS FOR PAYMENT

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

Yeny Maestas, Staff Engineer
Mining and Minerals Division
Energy, Minerals, and Natural Resources Department
State of New Mexico
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

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

01028 – PRICES

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

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 price of the Contractor's bid 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 one hundred percent (100%) of the mobilization bid item by the time the Contractor has completed ten percent of the total original contract amount less mobilization. Total original contract amount less mobilization shall mean the total amount bid as compensation for the contract, excluding gross receipts tax, less the amount bid for mobilization. For lesser amounts of work completed (less than 10%), the Contractor shall receive a prorated portion of the mobilization.

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

Payment for Mobilization shall include all equipment, fees, fuel, insurance, bonding, labor, creation of a Storm Water Pollution Prevention Plan (SWPPP), 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 from the job site in conformance with the Project Engineer'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. All trash, refuse, and waste shall be removed from the project site and disposed of accordingly.

Mobilization shall also include preparation of an Occupational Safety and Health Administration (OSHA) compliant Health and Safety Plan (HASP) detailing the site-specific hazards and safety precautions associated with site work. The HASP shall include a list of responsible persons, hazard identification, hazard controls and safe practices, emergency and accident response, employee training requirements, chemical safety data sheets (SDS), and communication information and procedures. The HASP shall be submitted to the Project Engineer four (4) weeks after Notice to Proceed has been issued, but before initiating construction.

B. Installation of Rock Rundown as Designed by Natural Channel Design
(Attachment A)

Payment for installation of rock rundown will be made at the lump sum price bid therefor in the Bid Form. This price shall include all work necessary to complete the installation in accordance with the drawings and specifications (Attachment A), including access to site, site preparation, earthwork, construction materials, labor, and supervision necessary for complete installation according to the specifications. **Please note that the rock materials to be used for the construction of the rock rundown will be supplied and delivered to the project site by the Vermejo Park Ranch** and stored in pre-approved staging areas. These materials have been reviewed and approved by the AML Program Project Engineer.

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 strawbale terrace, including horizontal straw bales berms.

Payment for type “SB” strawbale terraces will be made by the unit price per linear foot bid therefore 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. Erosion Control Wattle Terraces and Installations

Measurement for payment for erosion control wattle terrace installation will be made by the linear foot along the top centerline of each installation of erosion control wattle.

Payment for each type of erosion control wattle terrace and installation will be made by the unit price per linear foot bid therefore in the Bid Form, which price shall include site preparation, survey layout, stakes, gypsum, organic fertilizer and other specified amendment, watering of the erosion control wattles in preparation for seedling planting, construction and all equipment, labor, and supervision costs necessary to complete installation.

PLEASE NOTE: Nine-inch (9”) diameter and twelve-inch (12”) diameter erosion control wattles will be supplied and delivered to the project site by Vermejo Park Ranch for the erosion control Wattles Terraces and Installations. Contractor is responsible for providing all other materials for this bid item.

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 dams 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 stakes), and supervision costs necessary to complete installation.

PLEASE NOTE: 18-inch (18”) diameter erosion control wattles will be supplied and delivered to the project site by Vermejo Park Ranch for the Sediment Barrier Dams. Contractor is responsible for providing all other materials for this bid item.

D. Seedling Planting

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

Payment for seedlings will be made at the unit price for 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.

E. 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 for 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, materials, and supervision costs necessary to complete installation.

F. Fertilizers and Amendments

Payment for full soil treatment of indicated areas in Tin Pan Canyon will be made by the acre 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.

G. Seeding

Measurement for payment for seeding will be made by the acre therefor in the Bid Form, as measured in the field, parallel to the seeded surface using methods acceptable to the Project Engineer. This price shall include site preparation, hydroseeding materials, including fiber mulch and specified amendments, 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 (2 acres) include the areas indicated on the gob site areas, on-site fill and borrow areas, areas disturbed by construction activities, areas occupied by the Contractor for

plant sites, equipment parking, haul roads, stockpile and storage areas, service areas, and areas stripped of native covering.

III. Allowances

A. Allowance for Plant Survival Bonus

If the seedling plant survival is over forty percent, compensation for this item shall be based on the formula in Section 02906. The Contractor shall be paid a portion of the balance according to the calculation shown in the referenced section. EMNRD shall be credited with any unused portion of the plant survival bonus allowance.

01030 – ALTERNATES

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

01035 – MODIFICATION PROCEDURES

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

01036 – CHANGE ORDER PROCEDURES

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

The Contract Period of Performance may only be changed by a Change Order. Any claim for an extension in the Contract Period of Performance 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 Period of Performance. Any change in the Contract Period of Performance resulting from any such claim shall be incorporated in a Change Order. The Contract Period of Performance will be extended in an amount equal to time lost due to delays

beyond the control of the Contractor if a claim is made. 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 that delays in construction occur due to weather, the conditions as outlined above will be in effect. If the Contractor leaves the project area due to a weather delay, the Contractor shall be responsible for assuring that all areas and materials are left in a clean and safe condition as approved and directed by the Project Engineer. In case of any weather delays, compensation for additional Mobilization or Demobilization will not be made.

01040 – COORDINATION

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

01041 - PROJECT COORDINATION

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

01042 – MECHANICAL AND ELECTRICAL COORDINATION

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

01043 – JOB SITE ADMINISTRATION

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

01050 – FIELD ENGINEERING

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

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

01060 – REGULATORY REQUIREMENTS

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

01090 – REFERENCES

Reference to standard specifications, manuals, or codes of any technical association, organization, or society, or to laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulation in effect at the time of opening of Bids, except as may be otherwise

specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Contractor.

01092 - ABBREVIATIONS

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

1.	AASHTO	American Association of State Highway and Transportation Officials
2.	Ac.	Acre
3.	ACI	American Concrete Institute
4.	AML	Abandoned Mine Land Program of MMD
5.	ANSI	American National Standards Institute
6.	ASTM	American Society for Testing and Materials
7.	AWS	American Welding Society
8.	CFR	Code of Federal Regulations
9.	CRSI	Concrete Reinforcing Steel Institute
10.	C.F.	Cubic Foot
11.	C.Y.	Cubic Yard
12.	Ea.	Each
13.	EMNRD	Energy, Minerals, and Natural Resources Department (state)
14.	FHWA	Federal Highway Administration
15.	Lb.	Pound
16.	L.F.	Linear Foot
17.	MMD	Mining and Minerals Division of EMNRD
18.	NMAC	New Mexico Administrative Code
19.	OSMRE	Office of Surface Mining, Reclamation, and Enforcement (federal)
20.	SAE	Society of Automotive Engineers
21.	S.F.	Square Foot
22.	Tbsp.	Tablespoon
23.	Tsp.	Teaspoon

01094 – DEFINITIONS

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

1. adit A horizontal or nearly horizontal passage driven from the surface for the working or dewatering of a mine.

2. back The roof or upper part in any underground mining cavity.

3. cribbing The close setting of timber supports when shaft sinking through loose ground.
4. collar Timbering or concrete around the mouth or top of a shaft; the junction of a mine shaft and the surface.
5. drift A horizontal passage underground.
6. entry A haulage road, gangway, or airway to the surface.
7. gob pile A pile of heap mine refuse on the surface.
8. incline A shaft not vertical; usually on the dip of a vein.
9. 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.
10. lining The brick, concrete, cast iron, or steel casing placed around a tunnel or shaft as a support.
11. loading chute A three-sided tray for loading or for transfer of material from one transport unit to another.
12. portal Any entrance to a mine.
13. red dog Material of a reddish color resulting from the combustion of shale and other mine waste dumps on the surface.
14. 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.

15. spoil The overburden or on-ore material removed in gaining access to the ore or mineral material in surface mining.
16. stope An excavation in which ore has been excavated in a series of steps.
17. stull A timber prop set between the walls of a stope, or supporting the mine roof.
18. subsidence A sinking down of a part of the earth's crust.
19. talus A heap of coarse rock waste at the foot of a cliff.
20. 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.
21. winze Interior mine shaft.

01100 – SPECIAL PROJECT PROCEDURES

The following section describes special procedures for alteration, preservation, security, hazardous materials, and other types of projects demanding unique procedures.

01110 – WORK SUSPENSION DUE TO PLANNED HUNTING ACTIVITIES

Construction for this project may take place during the Ranch's hunting season. All work on site may be suspended due to planned hunting activities in The Ranch, at no fault to the AML Program. During this time, there shall be no Contractor personnel on site and no equipment operated on site. Equipment and materials may remain on site during this period, however, if equipment or materials are removed and returned to the site, this will not be considered an additional mobilization/demobilization. Compensation will not be made to the Contractor for standby time associated with hunting activities. Contractor may resume work as soon as the Ranch notifies the AML Program that hunting activities have ceased.

01135 - HAZARDOUS AND CONFINED AREA PROCEDURES

This project requires construction work around and over hazardous and unprotected mine shafts, stopes, adits, and other openings which may be open to the surface or hidden from view by vegetation, trash, debris, or thin and unstable layers of surface materials or rock. The

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

The Contractor is fully responsible for thoroughly investigating the site conditions and scheduling equipment, equipment operations, personnel, and safety procedures to prevent accidents and injuries. The Contractor shall follow appropriate procedures in accordance with OSHA regulations. The Contractor shall designate a site safety officer for each shift. The site safety officer shall be present on-site while work is performed. The site safety officer shall be CPR/First Aid trained and certified and shall conduct daily safety tailgate meetings at the start of each shift. Safety incidents shall be reported to the Project Manager as soon as is practicable.

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

I. Bad Air

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

II. Adit Cave-ins

Cave-ins are a danger in any abandoned mine. Disturbances such as vibrations caused by walking, speaking, blasting, hammering, percussion drilling, or construction equipment may cause a cave-in inside an inactive mine. The Contractor shall follow appropriate adit cave-in protection procedures, including scaling and barring of loose rock before beginning work in an area, shoring of decayed or weak timber framing, and shoring, jacking, or rock bolting of materials in the back (roof) and sides of the adit entrance.

III. Collar Cave-ins

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

IV. Falling

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

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

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

V. Loose Rock

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

01170 –INDUSTRIAL WASTE 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 invoiced Federal agency or State government.

01200 – PROJECT MEETINGS

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

01210 - PRECONSTRUCTION CONFERENCES

Before starting work at the site, but after the AML Program issues Notice to Proceed, a conference will be held to review the construction schedules; to establish procedures for handling documents, drawings, other submissions, 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 Staff Engineer, the Contractor, the Contractor's superintendent, and other persons as appropriate. The Contractor shall present a progress schedule at the preconstruction conference as specified in Section 01310 below and the fire prevention and awareness plan as specified in Section 01565 below.

01220 - PROGRESS MEETINGS

The Contractor will lead progress meetings at the beginning of each work week on Mondays at 12:00 P.M.- unless otherwise specified by the AML Program- during construction for purposes of scheduling and coordination of work. These meetings shall be attended by the Staff Engineer and/or the Project Manager, the Contractor Superintendent and/or the Contractor Owner/ Chief Officer. These meetings will also provide an opportunity to discuss safety issues, weather issues, and any other issues with the project 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 at least one month prior to construction commencing, and shall show the anticipated time required by the Contractor to complete each item of work in the Bid Form. Schedules may be prepared as a horizontal bar chart with a separate bar for each major portion of work or operation, identifying the first workday of each week. The Project Schedule shall be updated as required and upon the request of the Project Engineer.

01320 - PROGRESS REPORTS

The Contractor shall submit written accurate weekly progress reports to the Project Engineer. 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 Engineer a minimum of once each week to verify and sign-off on all payable units of work performed during that week. The authorized representatives from both parties shall be designated at the start of the project during the preconstruction conference.

01330 – HEALTH AND SAFETY PLAN

The Contractor shall prepare a Health and Safety Plan (HASP) detailing the site-specific hazards and safety precautions associated with site work. The HASP shall comply with OSHA standards and shall include a list of responsible persons, hazard identification, hazard controls and safe practices, emergency and accident response, employee training requirements, chemical safety data sheets (SDS), and communication information and procedures. The Contractor shall submit a draft of the HASP to the Project Engineer for review and comment prior to beginning work on site. The Contractor shall finalize the HASP and submit a final copy to the Project Engineer prior to beginning work on the project site.

01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

The Contractor shall submit shop drawings, product data, and samples as required in the specifications. Submittals shall be organized such that each submittal covers items in no more than one specification section. The Contractor shall allow a minimum of 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 indicate 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. Submittals from Subcontractors shall not be allowed.

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

Any requirement for more than one resubmission or delay in obtaining Project Engineer's review of submittals will not entitle the Contractor to an extension of Contract Period of Performance 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.

A copy 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 a corrected copy 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 a copy with comments to the Contractor. The Contractor shall send additional copies with the original submittal if the Contractor requires more than two copies.

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

01380 - CONSTRUCTION PHOTOGRAPHS

The Contractor may provide routine periodic construction photographs to support Applications for Payment and to supplement Project Record Documents.

01400 – QUALITY CONTROL

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

01405 - CONTRACT QUALITY CONTROL

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

01410 - TESTING LABORATORY SERVICES

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

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

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

The Project Engineer will determine the exact time and location of field sampling and testing. The 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 Project Engineer will issue the Notice to Proceed in two stages. The first “Pre-construction” Notice to Proceed will authorize payment for necessary pre-construction items that will not involve ground disturbance or mobilization to the project site. The second “Construction” Notice to Proceed will authorize all remaining construction remaining items.

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 thirty working days after receipt via certified mail or confirmed email receipt of the “Construction” Notice to Proceed. Mobilization includes everything necessary to complete the required contract work. The Contractor shall inform the Project Engineer 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 Engineer. All equipment and machinery shall be moved onto the job site in conformance with previously approved plans and schedules. All heavy equipment shall be washed with a high pressure washer to remove any possible noxious weed seed prior to arrival in the project area. This task shall be confirmed in writing to the Project Engineer. It is the Contractor's responsibility to arrange for storage facilities for equipment and materials. City, state, federal, or other public or private property shall not be used as temporary storage or parking areas for any equipment or materials unless written clearance is obtained by the Contractor from the appropriate public officials or private individuals. The Contractor must be prepared to move all necessary equipment to each construction site within the project area. This movement of equipment shall be at the Contractor's expense and should be covered under Bid Item No. 1, Mobilization, on the Bid Form.

01510 - TEMPORARY UTILITIES

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

01516 - TEMPORARY SANITARY FACILITIES

The Contractor shall provide temporary sanitation facilities during the contract work. The facility shall be installed in a staging area identified by the Project Manager prior to the start of work. The facility shall be maintained in a functioning and sanitary condition by the Contractor for the duration of the project. The Contractor shall remove the facility upon completion of the contract work and restore the area.

01530 – BARRIERS AND ENCLOSURES

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

01533 - TREE, PLANT AND WILDLIFE PROTECTION

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 and the Project Engineer. 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 Engineer, cut or scarred surfaces of trees or shrubs shall be treated with a heavy coat of a tree sealant approved by the Project Engineer.

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, PARKING AREAS AND STAGING AREAS

Contractor personnel and equipment shall enter and leave the project site via existing roads and trails only. Upon regrading, recontouring, or reclamation of any part of the site, further vehicular use shall be limited to that necessary to complete operations. 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 or where road conditions preclude use of equipment trailers, using a path designated by the Project Engineer in consultation with Cultural Resources staff and the Contractor. No equipment or vehicles shall be operated off the existing roads from the period starting at noon on Friday to noon on Monday unless the Project Engineer is present. No new paths shall be bladed or improved.

Overland access routes shall be smoothed by hand tools within 24 hours of having been disturbed. Equipment trips to the mine features from established roads shall be kept to an absolute minimum, one in, one out, if possible, and materials may need to be hand carried to avoid excessive traffic. Equipment shall be rubber-tired or rubber-tracked and large equipment will not be allowed. All unspecified roads, trails, or travel routes shall be regraded to approximate original contours, reclaimed, and revegetated as necessary in conformance with the specifications at no additional cost to EMNRD.

01560 – TEMPORARY CONTROLS

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

01561 - CONSTRUCTION CLEANING

The Contractor shall keep the contract work area, equipment, and adjacent areas free from spillages of construction and maintenance materials during the contract work. The Contractor shall also provide for the containment of solid debris created by unpackaging construction materials and waste from meals consumed at the contract work site. The Contractor

shall assure the cleanup and removal of all spillages and solid debris to an approved disposal site at the end of each contract workday.

01562 - DUST CONTROL

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

01563 – EROSION AND SEDIMENT CONTROL

The following sections describe the erosion and sediment 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 be included in the Storm Water Pollution Prevention Plan (SWPPP) to be developed by the Contractor in accordance guidelines given by the U.S. Environmental Protection Agency. 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.

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.

01564 - NOISE CONTROL

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

01565 - FIRE PREVENTION AND SAFETY AWARENESS

The Contractor shall develop an emergency plan that will outline precautionary measures and identify initial attack resources and procedures in case of a fire incident. This plan will be submitted to the Project Engineer at the Pre-Construction meeting. The Project Engineer 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 cutting in areas next to and above flammable materials or during windy conditions.

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 cutters are operating (cutters cannot see where the sparks are falling when under the cutting hood).
3. Assign an individual to be responsible for the area being "safe" (no hot sparks, material and equipment 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 any fire restrictions declared by the landowner(s) (i.e. U.S. Forest Service or Bureau of Land Management).

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 or near 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 or equivalent 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 Engineer and the landowner. At completion of work, the Contractor shall remove all buildings, foundations, utility services, and debris and restore areas.

01600 – MATERIALS AND EQUIPMENT

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

01700 – CONTRACT CLOSEOUT

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

01701 - CONTRACT CLOSEOUT PROCEDURES

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

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. The final inspection shall occur before construction equipment is mobilized off site.

01710 - FINAL CLEANING

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

01720 – PROJECT RECORD DOCUMENTS

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

The Contractor shall minimize off-road traffic to reduce compacted soil conditions that will adversely affect revegetation. Construction vehicles shall keep to designated and established temporary access routes.

02323 – INSTALLATION OF ROCK RUNDOWN STRUCTURE (ATTACHMENT A)

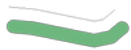


A rock rundown structure shall be constructed according to the specifications provided by Natural Channel Design in **Attachment A: Technical Specification Tin Pan Canyon Headcut Stabilization**. Please note that the rock materials to be used for the construction of the rock rundown will be supplied and delivered to the project site by the Vermejo Park Ranch and stored in pre-approved staging areas. These materials have been reviewed and approved by the AML Program Project Engineer.

02370 - SLOPE PROTECTION AND SEDIMENT CONTROL

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

The location of erosion control materials in relation to the coal gob piles is shown in Figure 2. The amount of linear feet of erosion control methods will be required for this as follows:

Table I. Tin Pan Canyon Erosion Controls in Linear Feet

Description and Symbol	Total
Erosion Control Wattle Terraces: 	2,030 linear ft
Straw Bale Terraces (SB) 	4,860 linear ft
Sediment Log Check Dam 	50 each

02376 – STRAW BALE TERRACES (FIGURE 5)

Straw bales shall be installed on contour on the locations shown in Figures 2. Back slope bales at 10 degrees minimum below horizontal (approximately 6H:1V) as show in Figure 5.

Before placing bales at terraces, spread soil amendments and fertilizers on the excavated terrace as described in fertilizers and amendments (Section 02908).

Tightly abut adjacent bales and stuff loose straw in all spaces between bales. Straw bales shall be composed of small grain straw or other approved material containing approximately eight cubic feet of material, weighing at least 35 pounds, and free of noxious weeds and weed seed.

Stakes shall be 2 inches x 2 inches x 30 inches hardwood stakes or other stake acceptable to the Project Engineer. Stakes shall be driven to at least 12 inches below the bottom of the bales.

Construct earth berms at the ends of the straw bale installations and at no more than 20 feet on center. Compact earth berms by tamping thoroughly.

02377 – EROSION CONTROL ROLLS AND WATTLES (FIGURE 5)

The following acronyms are used in the drawings to identify the different installations of the wooden wattles:

Nine-inch-diameter and 12-inch-diameter erosion control wattles will be supplied and delivered to the project site by Vermejo Park Ranch, from Silver Dollar Wood Products, LLC, located in Maxwell, NM (575.375.2636). Contractor shall be responsible for the cost of materials associated with the installation of this item (sissel, stakes, etc.).

Wooden stakes shall be placed within 12 inches of both ends of each roll or wattle and spaced as indicated. Rolls and wattles shall be tied to adjacent units using several loops of biodegradable twine (sisal, hemp or approved equivalent). The ends of the first and last wattle shall be bent up the slope and dug in as necessary to prevent flow of water around the ends of the installation. Stakes shall be driven twelve (12”) inches into the soil below rolls and wattles.

Install erosion control wattles where indicated in Figure 2, in multiples of ten-foot lengths, cutting and fitting of erosion control wattle around boulders and other obstructions may be required. The terrace width may be increased as necessary to provide space for compost placement.

Install erosion control wattle terraces according to the general notes for straw bale terraces. Excavate erosion control wattle terraces from the top to the bottom of slope (to prevent burying of terraces).

02378 – SEDIMENT BARRIER DAMS (FIGURE 6)

Eighteen-inch-diameter erosion control wattles will be supplied and delivered to the project site by Vermejo Park Ranch from Silver Dollar Wood Products, LLC, located in Maxwell, NM (575.375.2636). Contractor shall be responsible for the cost of materials associated with the installation of this item (sissel, stakes, etc.).

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 wood flakes, to make a barrier log 18 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 wood flakes. Construct apron with native rock and/or brush.

Barrier dams shall be installed where shown in Figure 2. 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, every two lineal feet across their length. The stakes shall be placed in the ground a minimum of 24 inches deep.

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. In wider channels, more than one log may be required to span the distance required.

Continue the terminating end of each sediment barrier dam installation to points that are a minimum of four inches higher in elevation than the top of the dam at the lowest point of the intercepted storm water flow path in the channel. Bend the ends of the sediment barrier dam uphill as required to achieve this. Place the bottom of each sediment barrier dam in close contact with the bottom and sides of the channel. Excavate slots for the dams only as necessary.

At sediment barrier dams wholly or partially in gob material, amend the gob as specified in Section 02908.

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 equal to and consistent with the undisturbed portions of the improvements existing before the project.

02900 - PLANTING

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

02906 - PLANT MATERIAL**I. General**

Plant materials for the project include: (1) containerized seedlings of shrubs and trees and (2) a hydraulically-applied seed mix of grasses, forbs and shrubs. The AML Program will provide all of the containerized seedlings for the project. Contractor is responsible for purchasing seed for the project. The Contractor Shall arrange with the Energy, Minerals and Natural Resources Department, Forestry Division (505.476.3325) to pick up seedlings and transport them to the project site for temporary storage until they can be planted. Seedlings are very fragile and require care in transport, storage, and planting. From the time seedlings are removed from the greenhouse they will lose vigor until sometime after they are planted. Proper care will decrease the loss of vigor and improve the chances that seedlings will survive after planting.

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

Areas that will be revegetated with seedlings or seed include the north and south gob piles, gob outwash areas below the south gob pile, the area where the rock rundown structure will be constructed, and immediately uphill of some of the constructed erosion control structures. Portions of gob piles will be planted with seedlings. All of the gob piles and outwash areas will be seeded and mulched. Areas to be planted are shown in Figure 2.

Either before or within one week of the planting of seedlings, the adjacent bales and erosion control wattles, shall be thoroughly saturated with water. Through natural saturation by at least three rainfall or snow even may be acceptable, subject to the concurrence of the Project Manager.

At strawbale terraces, place seedling no closer to the bales than three inches and no farther than six inches. At erosion control wattles terraces, plant seedlings as close to the original slope line as practicable or as indicated.

Upon arrival of the seedlings at the job site and immediately before planting, spray seedling with a weather resistant animal browse repellent with putrescent egg solids ("Deer Away" big game repellent by Weyerhaeuser Corporation), browse repellent with bitrex (Tree Guard" by Becker Underwood) O.A.E. according to manufacturer's recommendations. Reapply browse repellent to all seedling at least once 60 to 90 days after pre-planting application for a minimum of three applications.

Plant seedlings at sediment barrier dams. At dams along the edges of or below gob piles, plant seedlings only where directed by the Project Engineer (generally in bare areas in gob material and away from dense overhanging tree or shrub cover or existing vegetative ground cover).

At erosion control wattle terraces, plant seedlings on slant as indicated on Figure 5 close to the original slope line. Plant seedlings into fill and compost as indicated in Figure 5.

In gullies, the number of seedlings planted at dams will depend on the width of the gully bottom. Except as otherwise directed by the Project Engineer, plant at eight-inch centers for a minimum of three and a maximum of twelve seedlings at each sediment barrier dam. Plant seedlings on slant as indicated.

Within two hours of planting, thoroughly water in each seedling with at least two quarts of non-chlorinated water, from harmful substances.

Containerized seedlings provided by the AML Program for this project will be produced by the contracted greenhouses for the NM State Forestry Division located at the John T. Harrington Forestry Research Center in Mora, New Mexico. Seedlings are produced in 10-cubic-inch-volume plastic cylindrical containers (SC-10) that are filled with a growth medium and grown in flats of 49 seedlings.

The Contractor is responsible to accept delivery of seedlings in Mora and properly transport them to the project site for temporary storage until they can be planted. Seedlings are very fragile and require care in transport, storage, and planting. From the time seedlings are removed from the greenhouse they will lose vigor until sometime after they are planted. Proper care will decrease the loss of vigor and improve the chances that seedlings will survive after planting.

The Contractor is responsible to ensure that seedlings are not wind-burned, sunburned, or overheated during transportation and temporary storage. If seedlings are transported to the project site in an open-bed pickup truck, they must be tarped to reduce exposure to wind. If seedlings are transported in a closed area of a vehicle, it shall be ventilated. The vehicle used to transport seedlings shall never be parked in full sunlight for more than 5 minutes. At the project site, seedlings shall be temporarily stored until planting in a shaded area beneath trees, suspended plastic tarps, or suspended shade cloth. If shade cloth is used it must be material that intercepts at least 70% of incident sunlight.

Container growth media must not be allowed to dry out. Seedlings shall be watered at regular intervals and before transportation from Mora. They shall be watered every two to four days as needed. Sufficient water is evident when free water drains from the bottom of containers.

Species and quantities of containerized seedlings are listed in Table II. Note that some species planted as seedlings will also be seeded. Other seedling species shall only be planted in selected drainages with aspects less exposed to the sun. These locations and slope aspects will be identified by the Project Manager in the field.

Table II. Plant Materials: Containerized Seedlings¹

Shrub/Tree Species		Flats	Seedlings	Notes
box elder	<i>Acer negundo</i>	4	196	plant in protected drainage only
kinnikinnik	<i>Arctostaphylos uva-ursi</i>	12	588	
mountain mahogany	<i>Cercocarpus montanus</i>	13	637	seed + seedling
Rocky Mountain juniper	<i>Juniperous scopulorum</i>	12	588	
winterfat	<i>Krascheninnikovia lanata</i>	12	588	seed + seedling
ponderosa pine	<i>Pinus ponderosa</i>	5	245	
chokecherry	<i>Prunus virginiana</i>	4	196	plant in protected drainage only
Gambel oak	<i>Quercus gambelii</i>	12	588	
skunkbush sumac	<i>Rhus trilobata</i>	13	637	
wax current	<i>Ribes cereum</i>	12	588	seed + seedling
Wood's rose	<i>Rosa woodsii</i>	12	588	seed + seedling, about 1/2 of seedlings in protected drainage
mountain snowberry	<i>Symphoricarpos oreophilus</i>	12	588	seed + seedling
		123	6027	

^{*1} Containerized seedlings will be provided by the AML Program but must be picked up in Mora, transported to the project site, and cared for by the contractor.

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.

II. Seedling Protection Tubes

Except where otherwise indicated, at all seedling of species indicated in the table above to receive seedling protection tubes, a rigid seedling protection tubes shall be placed around the seedling to provide a physical barrier to animal browsing and girdling. The mesh cylinders specified for this project shall be TUB 412) provided by Pacforest Supply Company (877-736-5995) or approved equivalent. Mesh cylinders shall be made from biodegradable plastic, have a diameter of 4 inches, and shall be 12 inches long. Each cylinder shall be secured to the ground with a 2-foot-long bamboo stake with a 3/8-inch nominal diameter. Since animals may disturb plantings, the stake must be woven through the sides of the mesh at least 3 or 4 times and then pushed into the ground around the seedling to a depth of at least 8 to 12 inches, depending on gob properties.

III. Plant Containerized Seedlings

Planting seedlings involves crafting a suitable planting hole in moist gob, extracting seedlings from their plastic containers without damaging them, inserting seedlings into a prepared hole at the proper depth, closing the hole without leaving air pockets, and installing a plastic mesh around the seedlings to protect seedlings from wildlife. To ensure high survival rates of transplanted seedlings, the following precautions shall be used during planting.

Seedlings will be planted at about 1-foot spacings immediately behind erosion control installations, including erosion control wattle terraces, straw bale terraces, and select sediment log check dams identified by the Project Engineer or Project Manager. Excess seedlings may be planted in open gob areas as directed by the Project Engineer or Project Manager.

A dibble or similar device shall be used to prepare planting holes at the proper depth. Seedling plugs shall be planted to the level of the plant collar or slightly deeper. Shovels, hoes, hoe-dads and similar devices shall not be used to make planting holes.

The Contractor shall extract seedlings from containers by rolling them between two hands and gently extracting the plug. Under no circumstances shall plugs be forcibly pulled from the container by the plant stem. If rolling does not free the plug, then the container may be gently tapped upside down against a hard surface until the plug slips free. If roots extend below the plug, these methods may still not free the plug. As a last resort, a sharp knife or scissors may be used to trim exposed roots.

IV. Planting Operations

Planting operations shall begin only when other work, including installation of straw bale and erosion control wattle terraces, 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 twelve feet from the nearest coniferous seedling, regardless of which species of coniferous seedling is closest. Plant Gambel oak seedlings no closer than twelve feet from any ponderosa pine.

All planting and backfilling with amendments 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 and amendments to the point recommended by the manufacturer of the amendment packs.

Seedlings shall be planted to the entire depth of the plug up to the plant collar or slightly deeper. Soil shall be firmed up from one or multiple sides of the hole against the seedling plug. No portion of the plug may extend above the gob surface when planting is completed. Plugs shall not be installed in holes with insufficient depth or in holes that are overly deep. J-root planted plugs, air spaces on any side of the plug or at the bottom of the hole are not permitted. AML personnel may excavate some planted seedlings to confirm proper planting.

The backfilling with amendments and fill 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 with amendments 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. Each seedling shall again be thoroughly watered with at least two quarts of water two weeks after planting.

A plastic mesh cylinder shall be installed around the planted seedling as the final planting step. The mesh cylinders specified for this project shall be TUB 412) provided by Pacforest Supply Company (877-736-5995) or approved equivalent. Mesh cylinders shall be made from biodegradable plastic, have a diameter of four inches, and shall be 12 inches long. Each cylinder shall be fastened to the ground with a two-foot-long bamboo stake with a 3/8-inch nominal diameter. Since animals may disturb plantings, the stake must be woven through the sides of the mesh at least three or four times and then pushed into the ground around the seedling to a depth of at least eight to 12 inches, depending on gob properties.

V. 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 specified plant guarantee period. Maintenance shall include watering, weeding, cultivating, removal of dead material and debris, resetting seedlings 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 seedlings from damages resulting from trespass, erosion (including erosion resulting from watering), weather, vandalism, animal browse, disease, and the like.

VI. Guarantee and Bonus

Plant material shall be guaranteed to be in a live, healthy, and normal growing condition at the final project inspection and shall be recorded as the date of partial acceptance by the Project Engineer. Six months following completion of all planting or one month or one month prior to the contract expiration date, whichever date is earlier, the Contractor shall guarantee that at least 40 percent of planted seedlings are in a live, healthy, and normal growing condition. The Project Engineer and the Project Manager shall be present during this on-site determination and shall judge acceptable seedling vigor 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 is the total number of plants specified and approved for planting, and

z is 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.

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 \$2.60 bonus for each plant planted at 100 percent survival. Algebraically, this is expressed as:

$$B = S * 0.0433 - 1.7333, \text{ where}$$

B is the bonus in dollars per plant planted, and

S is the survival in percentage.

The calculated bonus in dollars per plant planted, B, rounded to the nearest cent, will then be multiplied by the total number of plants planted to calculate the total monetary bonus paid to the Contractor. For example, if 6,200 seedlings were planted and 90 percent of those survived the bonus would amount to about \$13,415.

VII. Inspections

The following inspections shall be the minimum required and shall be performed by the AML Project Engineer and Project Manager accompanied by the Contractor. 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 the AML Program, the Contractor shall be the judge of the quality and acceptability of all plant materials prior to planting. This judgement shall be communicated to the AML Program in writing.

02908 – FERTILIZERS AND AMENDMENTS (VOLUMES PROVIDED IN TABLE IV)

Gob at the Site will be amended with various forms of organic materials and chemical conditioners that shall be incorporated to at least 9 inches or 14-inches deep into the gob surface, depending on the gob condition as determined by the Project Manager. Amendment materials include:

- A. Compost
- B. Wood Waste Chips
- C. Gypsum
- D. Biosol
- E. Biotic Soil Media

Gob amendments will be incorporated into the gob during the installation of most terraced erosion features (Figure 5). Amendments will be used as specified on straw bale and erosion control wattle terraces. At the erosion control structures amendments will be incorporated into gob before or as these structures are installed (Section 02300).

Amendments will also be incorporated into gob in limited areas of open gob with little existing mature vegetation, in outwash areas near the base of the piles, at the top of gob piles, and some areas on steep slope that are not terraced, as directed by AML staff.

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

Table III, below indicates the products to be used at different stages of the incorporation of fertilizers and amendments:

Table III. Product Use Distribution Across Planting Processes

Amendment or Additive	Section 02900		
	Gob Amendment	Seeding	Mulching
Compost	X		
Wood Chips	X		

Gypsum	X		
Biosol	X		
Protein Crumbliies		X	
Terra Pro		X	
MycoApply Ultrafine Endo/Ecto		X	
Biotic Soil Media (BSM)		X	
Flexible Growth Media (HP-FGM)			X

¹Planting processes and amendments/additives are discussed in this Project Manual:
 Gob Amendment – Section 02908 and Table 3
 Seeding – Section 02933 I, II, III and Table 4
 Mulching – Section 02933 IV

The Contractor shall provide specified gob amendments. Substitutions of specified amendments are permitted only by written consent of the Project Engineer before they are purchased and mobilized to the Site. Details about specified amendments are provided in the following sub-sections:

I. Compost (volume provided in Table IV)

Compost shall be stable, mature, decomposed organic matter resulting from accelerated aerobic biodegradation and stabilization under controlled conditions. The result is a dark, soil-like material that supports plant growth, healthy microbial communities and nutrient cycling. Compost 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.

Class II special use compost is specified for this project. Compost feedstock may include, but is not limited to, leaves, yard trimmings, forest residuals, paper, biosolids, food scraps, food-processing residuals, manure and other agricultural residuals.

New Mexico and nearby providers of compost that may conform to these requirements include those found on the New Mexico Recycling Coalition compost facility list (575.224.2630, http://www.recyclenewmexico.com/pdf/COMPOST_FACILITY_LIST.pdf). The compost provider shall be registered and/or permitted with the New Mexico Environment Department and be compliant with the State of New Mexico Solid Waste Management Regulations 20 NMAC 9.1.

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

- The feedstock, by percentage, used in producing the compost.
- An affidavit from the company who provided the compost, signed by a responsible company representative, that the compost meets the following specified requirements, and a laboratory analysis performed no more than 180 days 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:

- Moisture content shall be between 40% and 60% total weight, determined by evaporative loss at 105°C.
- At least 95% shall pass a ¾-inch screen and 70% or more a 5/8-inch screen.
- Soluble salts shall be less than 10 mmho/cm in a 1:5 slurry (mass basis).
- pH shall be between 6.0 and 9.0 in a 1:5 slurry (mass basis).
- Organic matter shall be 25% to 70% dry weight as determined by loss on ignition at 550°C.
- The compost shall contain less than 1% inorganic debris, by volume, including but not limited to, glass, plastic, stones and metal.
- There shall be no ammonia smell from bulk compost that would indicate immaturity

Compost produced with biosolids shall meet both the above requirements and the following quality requirements:

- a. Trace metals, by HNO₃, shall comply with Table 1 of 40 C.F.R. 503.13.
- b. Fecal coliforms, by MPN with A-1 broth, shall be less than 1,000/dry gram.

Alternatively, Contractor may provide a specification sheet from an approved equivalent. Reunity Resources (505.393.1196), Soilutions (505.877.0220) and Payne's Organic Soil Yard (505.424.0336) are acceptable sources for compost. Any deviation from specified tests or character of compost properties must be approved in advance of project field work by the AML Project Engineer.

II. Wood Waste Chips (volume provided in Table IV)

Wood waste chips (wood chips) used as an incorporated soil amendment serve to reduce bulk density and improve water infiltration. Wood chips for this project shall be processed to reduce weed seeds, pathogens and deleterious material that would be harmful to plant or animal life. Those specified for this project are typically used to manufacture erosion control wattles and are dimensionally consistent, ranging from about 1 to 2 millimeters thick and 0.5 to 2 inches in length and width and are heat treated to reduce pathogens. Unless an alternate and equivalent source of wood chips is approved in writing by the AML Project Engineer, wood chips shall be procured from Silver Dollar Wood Products, LLC in Maxwell, New Mexico (575.375.2636).

III. Gypsum (volume provided in Table IV)

Gypsum is intended to provide calcium for building long-term soil structure in gob materials. Gypsum shall be regular (fine) grind agricultural grade. Gypsum shall be free flowing and shall contain at least 22% calcium (Ca) by weight. The Contractor shall provide bag labels, invoices with product description, and other documentation showing the purity and composition of the gypsum to the Project Engineer.

IV. Biosol[®] (volume provided in Table IV)

Biosol[®] is an organic slow-release fertilizer that is the byproduct of penicillin production.

It is composed of the remains of fungal mycelia after penicillin extraction. Some nitrogen is immediately available to plants while some is released over time. Biosol (6-1-1) is specified for this project (Rocky Mountain Bio Products, 888.696.8960). Equivalent substitutions are only permitted with the advance written approval of the AML Project Engineer.

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

V. Amendment Incorporation Procedure

The majority of amendments for this project are intended for use with constructed erosion control straw bales and wattles along terraces. Additional open areas of gob will also require incorporated amendments in smaller patches or “islands” and will be identified in the field by AML Project Engineer or Project Manager in gob pile outwash areas, at the top of gob piles, steep slopes adjacent to the main gob piles and other areas of gob that are free of larger, mature vegetation.

The total area of gob that will be amended is about 12,500 square feet. Of this, about 7,000 square feet are located with terraced erosion control features (Figure 2). The remaining 5,500 square feet for amendment will be distributed among islands of open gob. Amendments shall be spread in a uniform four-inch layer before incorporation. Treatment areas are approximate. Islands will be selected by the AML Project Manager or Project Engineer as work progresses and to fit with other construction activities. The total linear feet of amended terraces estimated in this specification may be modified by AML personnel depending on site-specific limitations such as large rocks, vegetation that must remain undisturbed, and other site irregularities. Application rates for the various amendments are provided in the following Table VI.

Well-established and mature vegetation at the Site must not be disturbed to the degree practicable during all work. This includes areas beneath and near the drip-line of tree canopies and a reasonable distance around individual mature plants, as determined by the Project Manager. The Contractor must factor these limitations when planning to distribute and incorporate amendments at the gob piles.

Note from Table IV that all areas of amended gob receive the same rate of the mix of amendments. The Contractor shall demonstrate to the Project Manager and Project Engineer that workers are prepared to apply accurate amendment amounts by volume or weight to achieve the specified application rates. Contractor must come prepared with metering devices to measure correct weights or volumes of individual amendments. All workers involved must be familiar with correct application rates and how to achieve them. Before full-scale application begins, the Contractor shall demonstrate the accuracy of amendment application rates within a small staked test area of the site, about 100 square feet to the satisfaction of the AML Project Manager or Project Engineer.

Table VI. Amendment Treatment Regime for Tin Pan Canyon Gob Reclamation Project

	Application Rate ¹	
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Amendment	Per Acre	Open Gob & Outwash	Terraces	Total Amount Required ²
Compost	269 cyd	2-inch depth, 6.2 cyd/1,000 square feet	2-inch depth, 1.7 cft/ 10 linear feet	77 cyd
Wood Chips	269 cyd	2-inch depth, 6.2 cyd/1000 square feet	2-inch depth, 1.7 cft/ 10 linear feet	77 cyd
Gypsum	4,000 lbs	92 lbs /1,000 square feet	1 lbs/10 linear feet	1150 lbs
BioSol® (6-1-1)	2,000 lbs	46 lbs/1,000 square feet	0.5 lbs/10 linear feet	600 lbs

¹ Application rate abbreviations for volume: cyd is cubic yards, cft is cubic feet. Incorporation depths depend on gob conditions: 9 inches deep for gob that is hard and dry, 14 inches for gob that is moist as determined by the AML Project Manager.

² The total amounts of gypsum and BioSoil® required for this project are rounded up to the nearest 50 pounds.

Amendments may be mixed in batches before distribution across the treatment areas or spread individually. Amendments shall be incorporated to a depth of nine (9) to fourteen (14) inches depending on gob condition. Amendments shall be incorporated to at least 9 inches deep in hard areas and to at least 14 inches in softer areas, as directed by the Project Manager or Project Engineer (Figure 5).

Multiple passes with hand tools or equipment may be required to evenly incorporate the specified amendments. The Project Manager or Project Engineer will periodically check for correct proportions, application rates and uniform incorporation of amendments to the specified depths. As necessary, the Contractor shall rework the gob or use different equipment or methods to meet the specified requirements.

If any cultural resource artifacts are encountered, the work shall immediately be paused until the AML Project Archeologist can be consulted.

VII. High Performance Flexible Growth Medium Product Description

As the second and final step of the seeding process, the Contractor shall mulch Biotic Soil Media (BSM) treated surfaces with hydraulically applied High-Performance Flexible Growth Medium (HP-FGM). HP-FGM shall be applied at the rate of 4,000 lbs per acre (92 lbs/1000 square feet) For best results, the BSM shall be allowed to dry slightly before HP-FGM is applied. Caution shall be used to ensure that overspray of HP-FGM does not cause the BSM layer to move.

High-performance flexible growth medium shall be “Flexterra” by Profile Products LLC (800.508.1144, <http://www.profilevs.com/>) or approved equivalent.

The components of the HP-FGM shall be prepackaged by the manufacturer to assure material

performance and compliance with the following values:

- Thermally processed wood fibers: 80%
- Wetting agents, including high-viscosity colloidal polysaccharides, cross-linked biopolymers, and water absorbents: 10%
- Crimped, biodegradable interlocking fibers: 5%
- Micro-pore granules: 5%

All components of the HP-FGM shall be pre-packaged by the manufacturer in UV and weather-resistant packages. Under no circumstances will field mixing of additives to the HP-FGM be accepted. The Contractor shall store and handle the HP-FGM in strict compliance with manufacturer's instructions and recommendations. The HP-FGM shall be protected from damage from weather, excessive temperatures and construction operations. Any spills shall be cleaned promptly.

02933 - SEEDING

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

I. BSM

ProGanics' Biotic Soil Media (BSM) a product manufactured by Profile Products LLC (800.508.1144, <http://www.profilevs.com/>) is specified for the hydraulic application of seed and specified amendments **across the entire area of the gob piles** (Figure 2). Any substitution of another equivalent product must be approved by the Project Engineer.

All components of the BSM shall be pre-packaged by the manufacturer to assure both material performance and compliance with the following values. No chemical additives, with the exception of fertilizer, soil neutralizers and biostimulant materials, should be added to this product.

For this project, the application rate of BSM is 4,000 lbs/acre.

II. Additive Products

BSM will be amended with the products listed in the following Table V in the mixing tank before application:

Table V. Biotic Soil Media and Additive Application Rates

Additive	Application Rate		Vendor/Notes ¹
	Per acre	Per 1000 square feet	
Project Seed Mix	N/A	N/A	As specified, Section 02933
ProGanics BSM	4,000 lbs	92 lbs.	Profile Products or approved equivalent
TerraPro, Commercial Grade (powder form)	1,400 lbs.	32 lbs.	Soil Secrets or approved equivalent
Protein Crumbles	22 bags	0.5 bags	Soil Secrets or approved equivalent
MycoApply ² Ultrafine Endo/Ecto	22 oz.	0.5 oz.	Soil Secrets or approved equivalent

¹Specified product vendors are Profile Products, LLC of Buffalo Grove, IL (Profile Products), or Mycorrhizal Applications, Grants Pass, OR, (866.476.7800)

² MycoApply Ultrafine Endo/Ecto is a fragile living product that can easily be destroyed by drying, heat and moisture. Protect from these conditions.

Tank additive products from different manufacturers than those indicated may be proposed for approval by the AML Project Engineer if documentation of equivalent revegetation abilities as the products specified is submitted and accepted. Adjustments to the application rates of approved equivalent products shall be reviewed by the Project Engineer.

MycoApply Ultrafine Endo/Ecto, a mycorrhizal inoculum by Mycorrhizal Applications (Grants Pass, OR, 866.476.7800) or approved equivalent is specified for this project. Mycorrhizal inoculum shall carry a supplier's guarantee of number of spores per unit weight of volume of bulk material. The inoculum shall be viable and healthy with sufficient shelf life remaining to allow for application and of inoculation of the seeded plants. No antagonistic pathogens shall be present at significant levels. Mycorrhizal inoculants are fragile living products that shall be protected from drying conditions, moisture, and heat.

III. Biotic Soil Medium and Seed Application

Strictly comply with equipment manufacturer's installation instructions and recommendations. BSM requires a hydroseeder for application. The Contractor shall strictly comply with equipment manufacturer's installation instructions and recommendations and use approved hydroseeding equipment. The Contractor shall fill and agitate the hydroseeder with water, seed (if broadcast seeding is not performed), BSM, and additives as the BSM manufacturer recommends. To achieve thorough and uniform surface coverage BSM shall be

layered from opposing directions to treated surfaces.

IV. HP-FGM Application

The Contractor shall strictly comply with manufacturer's installation recommendations and instructions on loading, mixing and applying HP-FGM. The HP-FGM shall be applied with a fan-type nozzle (50-degree tip) whenever possible for best soil surface coverage. To achieve optimum soil surface coverage, H-FGM shall be applied from opposing directions to soil surface. The HP-FGM shall be applied in successive layers with sufficient HP-FGM material to achieve a minimum of 95% coverage of all exposed soil. Rough surfaces may require higher application rates to achieve 100% coverage. The resulting coverage shall be at least 1/8-inch-thick over the entire surface area. The HP-FGM shall not be applied over standing water but may be applied immediately before or after a rainfall event.

To mix HP-FGM, a mechanically agitated hydroseeding machine is required for use according to the following instructions:

- Fill 1/3 of mechanically agitated hydroseeder with water. Turn pump on for 15 seconds and purge and pre-wet lines. Turn pump off.
- Turn agitator on and load low density materials first (i.e. seed).
- Continue slowly filling tank with water while loading fiber matrix into tank.
- Consult application and loading charts to determine number of bags to be added for desired area and application rate. Mix at a rate of 50 lb of HP-FGM per 125 gallons.
- All HP-FGM should be completely loaded before water level reaches 75% of the top of tank.
- Top off with water and mix until all fiber is fully broken apart and hydrated (minimum of 10 minutes — increase mixing time when applying in cold conditions). This is very important to fully activate the bonding additives and to obtain proper viscosity.
- Add fertilizer and any other remaining amendments.
- Shut off recirculation valve to minimize potential for air entrainment within the slurry.
- Slow down agitator and start applying with a 50-degree fan tip nozzle.
- Spray in opposing directions for maximum soil coverage.
- Application Rates: HP-FGM shall be applied at a minimum rate of 4,000 lb/acre.

Best results and more rapid curing are achieved at temperatures exceeding 60°F. Curing times may be accelerated in high temperature, low humidity conditions with product applied on dry soils.

The Contractor shall maintain equipment to provide uniform application rates, shall rinse all HP-FGM mixing and application equipment thoroughly with water to avoid formation of

residues, and shall discharge rinse water appropriately as directed by the project engineer or project manager.

V. Seeding Rates (volumes provided in Table VI)

Seed will be applied to all areas of the gob piles, the area of the rock rundown, and gob outwash areas at the base of the south gob pile. In total, this area is 2 acres. In the specified seed mix (Table VI), an additional 5% has been included for contingency needs and loss.

The Contractor is responsible to obtain the seed mix in the amounts and species that are specified in Table VI. If seed for some species are unavailable, there shall be no omissions or substitutions unless authorized in writing by the AML Project Engineer.

Seed are usually sold as “Pure Live Seed” or “PLS”. After harvesting and processing, bulk seed for sale will still contain amounts of seed chaff, other plant parts and seed that will never germinate. Bulk seed are tested for amounts of this non-viable material to determine marketable PLS. For example, a bag purchased with 2 lbs of PLS seed may actually weigh 3 lbs. Contractor must ensure that PLS are purchased rather than bulk seed. Seed bags must be labelled with species contained and the quantity of PLS. Contractor shall provide seed tags from all seed bags to the AML Project Manager for verification.

Seeds are less fragile than seedlings but still require some precautionary care. Seed bags shall never be allowed to get wet. Stored seed must be protected from overheating and shall not be placed in an enclosed container or the closed cab of a vehicle that is parked in full sun.

TABLE VI. Plant Materials: Seed Mix

Seed Species* ²		Pure Live Seed (PLS)* ³	
Shrubs/Trees		Pounds	Distribution (per square foot)
fourwing saltbush	<i>Atriplex canescens</i>	0.4	0.3
mountain mahogany	<i>Cercocarpus montanus</i>	0.2	0.1
winterfat	<i>Krascheninnikovia lanata</i>	0.2	0.3
wax current	<i>Ribes cereum</i>	0.1	0.4
Wood's rose	<i>Rosa woodsii</i>	0.3	0.2
mountain snowberry	<i>Symphoricarpos oreophilus</i>	0.3	0.2
1.5		1.4	
Grasses			
Indian ricegrass	<i>Achnatherum hymenoides</i>	2.1	3.8
pine dropseed	<i>Blepharoneuron tricholepsis</i>	0.5	7.2
sideoats grama	<i>Bouteloua curtipendula</i>	1.7	4.3
blue grama	<i>Bouteloua gracilis</i>	0.6	6.8

Canada wildrye	<i>Elymus canadensis</i>	2.3	3.5
bottlebrush squirreltail	<i>Elymus elymoides</i>	1.7	4.3
thickspike wheatgrass	<i>Elymus lanceolatus ssp lanceolatus</i>	2.0	4.0
slender wheatgrass	<i>Elymus trachycaulus</i>	1.9	4.0
Arizona fescue	<i>Festuca arizonica</i>	1.1	5.6
sheep fescue	<i>Festuca ovina</i>	0.9	6.1
prarie junegass	<i>Koeleria macrantha</i>	0.3	8.5
mountain muhly	<i>Muhlenbergia montana</i>	0.4	7.8
spike muhly	<i>Muhlenbergia wrightii</i>	0.4	7.9
western wheatgrass	<i>Pascopyrum smithii</i>	2.4	3.4
mutton grass	<i>Poa fendleriana</i>	0.6	6.9
bluebunch wheatgrass	<i>Pseudoegneria spicata</i>	2.1	3.8
		21.0	87.8

Forbs

prairie sagewort	<i>Artemisia frigida</i>	0.2	9.6
white sagebursh	<i>Artemisia ludoviciana</i>	0.2	9.6
showy milkweed	<i>Asclepias speciosa</i>	1.0	0.9
Rocky Mtn. beeplant	<i>Cleome serrulata</i>	1.0	0.9
purple prarie clover	<i>Dalea purpurea</i>	0.5	1.5
Maximillian sunflower	<i>Helianthus maximilliani</i>	0.5	1.5
prarie sunflower*	<i>Helianthus petiolaris</i>	0.8	1.2
scarlet gilia	<i>Ipomopsis aggregata</i>	0.4	1.8
Bigelow's tansyaster	<i>Machaeranthera bigelovii</i>	0.1	2.6
Rocky Mtn. penstemon	<i>Penstemon strictus</i>	0.3	2.1
prarie coneflower	<i>Ratibida columnifera</i>	0.2	2.2
scarlet globemallow	<i>Sphaeralcea coccinea</i>	0.3	2.0
		5.4	35.8

Total Seed Mix PLS/Acre

28.0	125.0
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*1 Seed quantities listed as PLS, not gross bulk. Quantities are sufficient to hydromulch 2 acres

*2 If certain species of seed are unavailable, **substitutions or omissions of listed species are only allowed with prior authorization of the AML Project Engineer.**

*3 Pure Live Seed (PLS) is an estimate of seed expected to germinate. PLS has been corrected for bulk seed containing inert debris, dead or unfilled seed and other non-viable seed. Contractor must **provide seed only as PLS.** For example, 1 lb. of PLS seed may be delivered in a bag that might weigh 1.5 lbs.

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

02990 SUBMITTALS

Complete data and specifications for the seedling protection tubes, organic fertilizer, gypsum, compost, mycorrhizal inoculum, seeding and mulching (if use of other than the products specified is proposed) and accessories shall be submitted in accordance with the procedure set forth in Section 01340. A plan for equipment used and methods for metering amendments must be approved by AML personnel at least two weeks before field work begins.

END OF DIVISION 2