

San Juan Soil and Water Conservation District

Invitation to Bid#25-26-001 North Farmington Ditch

San Juan SWCD ITB #: ITB 25-26-001

Contact Person: D'rese Sutherland Consulting

Deliver to 301 McWilliams Road, Aztec, NM 87410

Telephone: 505-715-5481 E-Mail: pdsutherland@hotmail.com

All Contractors interested in submitting bids shall notify D'rese Sutherland, Procurement Manager, via phone or email to obtain full bid package. Bid packages will be provided in electronic format only, via email. Once the bid package is received, contractors should email Acknowledgement of Receipt form contained on last page of this document to D'rese Sutherland.

DEADLINE FOR RECEIPT OF BIDS IS AS FOLLOWS:

DATE: February 02,2026, TIME: 3:00 p.m. MST_K_MDT

DELIVER TO: 301 McWilliams Road Aztec, NM 87410

The date and time received will be stamped on the proposals by the District office. Late Proposals will not be accepted. It is the responsibility of the Offeror to ensure that proposals are delivered on time to the correct address.

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I. INTRODUCTION

A. PURPOSE OF THIS INVITATION FOR BIDS

San Juan Soil & Water Conservation District (SWCD) is managing the procurement of construction services for the North Farmington Ditch. The project site is located behind the Apache Elementary School on Apache Street in Farmington, New Mexico on the Animas River. All potential Bidders are encouraged to read this Invitation to Bid (ITB) carefully, especially mandatory requirements.

B. PROCUREMENT MANAGER

1. San Juan SWCD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: D'rese Sutherland

Address:

San Juan Soil & Water Conservation District
301 McWilliams Road Aztec, NM 87410

Telephone: 505-715-5481

Email: pdsutherland@hotmail.com

All deliveries of responses via express carrier must be addressed as follows:

Name: D'rese Sutherland

Reference ITB Name: ITB #25-26-001

Address: 301 McWilliams Road Aztec, NM 87410

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Bidders may contact ONLY the Procurement Manager regarding this procurement, who will forward technical questions to the appropriate individuals. Your written questions shall be submitted via email to the email address above.

C. DEFINITION OF TERMINOLOGY

This paragraph contains definitions that are used throughout this Invitation to Bid (ITB), including appropriate abbreviations.

"Bidder" is any person, corporation, or partnership who chooses to submit a proposal in response to this ITB. May be used interchangeably with "Offeror."

"Bid" is the Bidder's full response to this ITB, including proposed cost information as well as all other requirements referenced herein. May be used interchangeably with "Proposal"

"Business Hours" means 8:00 AM thru 4:30 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"Contract" means an agreement between the Project Owner and a Contractor for the work covered by this ITB.

"Contractor" means a successful Bidder awarded the contract.

"Determination" means the written documentation of a decision of the Evaluation Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Invitation for Bids" or "Invitation to Bid" (IFB or ITB) may be used interchangeably and refer to this procurement document and all attachments referenced herein.

"Notice of Award" shall mean a formal written notice by San Juan SWCD that a firm has been selected to enter into a contract for services.

"Procurement Manager" means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

"Responsive Bid" or "Responsive Proposal" means an offer or proposal, which conforms in all material respects to the requirements set forth in the ITB. Material respects of an ITB include, but are not limited to quality, quantity or delivery requirements.

"Successful Bidder" means the lowest responsible, responsive Bidder to whom the Owner (on the basis of Owner's review and evaluation) makes an award.

The terms "must," "shall," "will," "is required," or "are required" identify a necessary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors bid.

The terms "can," "may," "should," "preferably," or "prefers" identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor *may* result in the rejection of the Offerors proposal. *Rejection of the proposal will be subject to review by the Evaluation Committee and the final decision on rejection will be made by the Committee Chairman.*

D. BACKGROUND SUMMARY

This proposal describes the work located in Farmington, NM.

This project involves the placement of pipe in an open section of NFD behind the Apache Elementary School. The work shall include earthwork, furnish and install 36" HDPE pipe, reinforced concrete inlet and outlet structures, and other project related materials and workmanship. Access to the location of the pipeline: through the side yard of the Waite property which is the first residence on the northwest side of Apache Elementary School on Apache St., Farmington NM.

For North Farmington Ditch site visit, contact Doug Dykeman 505-330-1825

II. PROCUREMENT SCHEDULE

This section outlines and describes the major events of the procurement process and specifies deadlines and expected construction schedule.

A. SEQUENCE OF EVENTS

| | | |
|--|--------------------|--|
| 1. Invitation to Bid | SJSWCD | 01/15/26 |
| 2. Pre-Bid Site Tour | Bidders | By appointment January 19, 2026 - January 23, 2026 Doug Dykeman 505-330-1825 |
| 3. Acknowledgement of Receipt of Request for bids | Potential offerors | 01/27/2026 |
| 4. Deadline for Written Questions | Bidders | 01/27/2026 |
| 5. Responses to Written Questions | SJSWCD | 01/29/2026 |
| 6. Bid Submission Deadline | Bidders | 02/02/2026 |
| 7. Contractor Selection of Award | SJSWCD Board | 02/03/2026 |
| | | |
| Preferred Construction Schedule | | |
| Contractors should propose more detailed construction schedule based on availability | | |
| Proposed Schedule | Bidder | Please fill in estimated timeline |
| Construction | | |
| Site Cleanup and Demobilization | | |

B. EXPLANATION OF SEQUENCE OF EVENTS

1. Issue ITB

This ITB is issued by San Juan SWCD in accordance with the provisions of 13-1-103 through 13-1-110 NMSA 1978.

2. Pre-Bid Site Tour

Potential bidders are encouraged to visit the project site before bidding. This is not a mandatory requirement. However, potential bidders who are unfamiliar with the project site are highly encouraged to contact **Doug Dykeman 505-330-1825** to schedule a site tour prior to bidding.

3. Deadline to Submit Written Questions

Potential Bidders may submit written questions to the Procurement Manager until the time stated in the Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph B. Procurement Manager will refer technical questions to the appropriate parties. Should Bidders find discrepancies or omissions in the contract documents, notify the Procurement Manager in writing.

4. Response to Written Questions

Written responses to written questions will be distributed by the deadline stated in the Sequence of Events to all potential Bidders that attended the pre bid site tour. Replies to inquiries which are of a significant nature will be made in the form of addenda to the contract documents.

5. Bid Submission Deadline

ALL BIDS SHALL BE SUBMITTED NO LATER THAN 3:00 P.M. M.D.T. ON **02/02/2026**. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED. THE DATE AND TIME OF RECEIPT OF EACH PROPOSAL SHALL BE RECORDED BY SAN JUAN SWCD.

Bids must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph B. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to "ITB 25-26-001 Project. Bids submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all organizations that submitted bids. Pursuant to Section 13-1-107 NMSA 1978, the bids will be opened publicly in the presence of one or more witnesses at the bid submission deadline.

6. Bid Evaluation

An Evaluation Committee will review all bids to ensure they meet the minimum qualifications for a responsible bidder. See Section IV. B. 4 for minimum qualifications. All responsible bidders will be ranked in order of cost.

7. Contractor Selection

The right is reserved to reject any or all proposals received, to waive informalities/inconsistencies, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner. Once a contractor is selected, the Procurement Manager will notify successful and unsuccessful bidders, issue a Notice of Award, and prepare the contract. The protest period for award of the contract shall begin the day after the date of the Notice of Award. The Procurement Manager shall determine this date. See Section C, Paragraph 1, below for more detail.

8. Contractor Coordination

The successful bidder will be required to coordinate project start time, staging, and construction plan with on-site project manager.

9. Construction Schedule

The Sequence of Events includes a proposed construction schedule that a successful bidder should make all reasonable efforts to adhere to. This project is constrained by irrigation season, funding deadlines, river flows, and winter weather. Other project components rely on completion of this work in order to go forward under the same set of constraints. Bid form includes an acknowledgement statement that the Contractor is willing and able to complete construction within the proposed timeline.

10. Special Conditions

- A. If awarded a contract, the undersigned Bidder agrees to substantially complete the work for final acceptance by March 15, 2026.
- B. Bidder further agrees to pay as liquidated damages in the amount of \$1000.00 for each consecutive calendar day thereafter that the work remains uncompleted.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Each Bidder may submit only one original proposal in response to this ITB. Amended or replacement proposals will be dealt with as discussed in Section V. A. 4.

B. NUMBER OF COPIES

Offerors shall provide one original, two (2) identical hard copies, and one (1) identical electronic copy (on USB hard drive or CD) of their proposal to the location specified in Section II, paragraph B. on or before the closing date and time for receipt of proposals, for a total of three (3) paper copies and one (1) electronic copy.

C. BID FORMAT

Proposal must be typewritten on standard 8-1/2" x 11" paper. All pages should be numbered and organized in the same order as discussed below. Tabs delineating the sections below are helpful.

Proposal Format:

Acknowledgement of Receipt Form- Optional, may be submitted via email as soon as ITB received and read by prospective Offeror

Submittal Cover Letter (Mandatory)

Completed Campaign Contribution Disclosure Form (Mandatory; Attachment 1 at the end of this ITB)

Business Profile Summary (optional)

Response to Minimum Qualifications (mandatory)

Bid Cost Response Form (mandatory)

Certificate(s) of Insurance (mandatory)

Any proposal deemed non-conforming by the Evaluation Committee in regard to the format will be considered non-responsive. Offerors may contact the Procurement Manager to clarify any questions concerning format prior to submission.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Detailed scope of work is attached to this ITB as a separate document, for ease of reference to work-related specifications and to separate them from proposal-specific specifications. All Offerors should read the Appendix in its entirety for information on the specific type of work being requested.

B. PROPOSAL SPECIFICATIONS

1. Submittal Letter

Each proposal must be accompanied by a submittal letter. The submittal letter shall include the following information:

- a. Name of the submitting business.
- b. Business contact information, including physical address, mailing address, NM Gross Receipts Tax (CRS) #, Federal EIN Tax ID# (and DUNS#, if applicable).
- c. Name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this ITB;

- d. Names, titles, email addresses, and telephone numbers of persons authorized to negotiate on behalf of the company for this ITB;
- e. Names, titles, email addresses, and telephone numbers of persons to be contacted for clarification questions regarding this ITB;
- f. Statement acknowledging receipt of any and all amendments to this ITB;
- g. Statement explicitly accepting the conditions governing the procurement.
- h. Letter must be signed by a person authorized to contractually obligate the Offeror.

2. Campaign Contribution Disclosure Form

Each prospective Bidder must include as part of their submittal the Campaign Contribution Disclosure Form included as Attachment 1 of this ITB. This form is mandatory for all Bidders. This form is only relevant to campaign contributions made to "applicable public officials" who have the authority to "award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal." For the purposes of this award, applicable public officials only include board members of the San Juan Soil & Water Conservation District. If no campaign contributions over \$250 have been made to officials of these two organizations, simply sign the "No Contributions" statement at the bottom of the form.

3. Business Profile Summary

Prospective bidders should include, at minimum, one paragraph describing the size and scope of their business, including number of employees, type of equipment available, and general services provided. Brochure or promotional material may be included here if desired but will not substitute for responses to minimum qualifications in subsequent sections.

4. Response to Minimum Qualifications

If an interested Bidder is unsure if they meet minimum qualifications, they may contact the Procurement Manager in advance of submitting a bid to discuss.

a) Qualifications

Bidders should describe their firm's experience (and the experience of any subcontractors) performing work similar to that described in the Scope of Work.

b) References

The Contractor should provide two to three references for projects completed by the Contractor that are comparable to that described in the Scope of Work. Required information includes:

- Project owner name and contact information (phone/email), or person (including contact information) that worked closely with the Contractor on the project,
- Year of the project
- Project location
- Brief summary of type of work completed on the project.

c) List of Proposed Subcontractors

Subcontractors are allowed on this project if they are listed in Bidder's initial proposal. List of interested/qualified subcontractors can be provided to potential bidders upon request.

d) General

Each Bidder should provide additional information pertinent to their ability to complete the requested Work:

- Proposed construction schedule
- Description of present commitments, and ability to adhere to the proposed construction schedule, including adequate staff and equipment availability.

5. Bid form cost response

The bid form below must be typewritten or written in ink and signed by an individual authorized to bind the company as indicated on the Submittal Cover Letter.

By signing the bid form, Bidder verifies that they have become familiar with this Invitation to Bid and the documents herein such as the proposed Site, Scope of Work, and all associated drawings, and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

The Bidder certifies that no official of the Owner, Procurement Manager, or any member of such official's immediate family, has direct, or indirect interest in the pecuniary profits or Contracts of the Bidder.

Bidder agrees that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

SCHEDULE OF VALUES FOR LUMP SUM BID

| Item No. | Bid Item | Unit | Estimated Quantity | Unit Price | Projected Cost |
|----------------------------------|--|------|--------------------|------------------|----------------|
| Pipeline at Apache School | | | | | |
| Construction Elements | | | | | |
| 1 | Contractor mobilization | LS | 1 | | |
| 2 | Clean out ditch, remove vegetation & debris from ditch and ditch sides, dispose of off-site | LF | 550 | | |
| 3 | 36" HDPE pipe, furnish and install in existing ditch - including; ditch shaping, trenching & fill from adjacent site soils | LF | 550 | | |
| 4 | 45 degree bend fitting for 36" HDPE Pipe, furnish & install | EA | 1 | | |
| 5 | Clean-out risers, furnish and install | EA | 2 | | |
| 6 | Concrete end sections for 36" HDPE pipe, furnish & install, CIP | CY | 10 | | |
| 7 | Furnish, deliver & placement of gravel base course for subgrade prep | CY | 10 | | |
| 8 | Furnish & install trash rack | EA | 2 | | |
| 9 | Site cleanup, seeding & mulching | LS | 1 | | |
| | | | | Base Bid | |
| | | | | NMGRT (6.5%) | |
| | | | | Total Bid Amount | |
| | | | | | |

In case of a difference between the unit price and the total price bid, the unit price shall be the price to be used in computing the total amount of the bid. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

"Spec. No." on the Bid Form lists the Specification in the Scope of Work document that details how each item is measured and paid upon completion. Some items (i.e.: HDPE pipe) will be measured after construction and paid per unit installed, while other items (i.e.: Imported backfill) will not be measured in the field and will be paid at Contractor's bid rate regardless of actual quantity.

The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid prepared by: -----

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

6. Certificates of insurance & Business License

Contractor shall be obliged to carry insurance to cover any claims of damages resulting from work conducted under this contract. Contractor shall provide written proof of the following continuous coverage to Owner and San Juan Soil and Water Conservation District prior to commencing the project, listing both as additional insured. Types of insurance coverage include but are not limited to--Workers Compensation Coverage, Employers liability (1,000,000) and comprehensive General Liability (1,000,000) as well as Comprehensive Auto Liability Coverage for any vehicles used on the project including: 1) Owned or leased vehicles 2) Non-owned vehicles of any sort; 3) Hired vehicles of any sort.

7. Required Bonds

Successful bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount, including appropriate New Mexico Gross Receipts Tax. Bonds must be executed by a surety company authorized to do business in the State of New Mexico. Insurance as required shall be provided by the successful Bidder and a certificate of that insurance shall be provided.

V. CONDITIONS GOVERNING THE PROCUREMENT

A. GENERAL REQUIREMENTS GOVERNING THE PROCUREMENT

The General Requirements section contains specific information about the process and conditions under which this ITB is issued and conditions concerning how the project will be completed.

1. Protests

In accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with the award of a contract may protest to the Procurement Manager. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

D'rese Sutherland Consulting - Procurement
Manager, 301 McWilliams Rd Aztec, NM
87410, 505-716-5481

The 15-day protest period shall begin on the day following the date of written notice of action from San Juan SWCD. Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted. All written protests submitted via mail should also be carbon copied via email to pdsutherland@hotmail.com to ensure timely receipt.

2. Incurring Cost

Any cost incurred by the Bidder in preparation, transmittal, or presentation of any proposal or material submitted in response to this ITB shall be borne solely by the Bidder.

3. Subcontractors

All work that may result from this procurement must be performed by the contractor and payments will only be made to the contractor. Use of subcontractors identified in the proposal is permitted, but future subcontracting of the work is not acceptable without prior approval from San Juan SWCD.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. San Juan SWCD personnel will not collate or assemble proposal materials.

5. Offeror's Rights to Withdraw Bid

Offerors will be allowed to withdraw their bids at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed

by the Offeror's duly authorized representative addressed to San Juan SWCD. The approval or denial of withdrawal requests received ~~after~~ the deadline for receipt of the proposals is at the discretion of San Juan SWCD.

6. Disclosure of Bid Contents

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and each bid item, together with the name of each bidder, shall be recorded, and the record and each bid shall be open to public inspection.

7. Termination

This ITB may be canceled at any time and any and all proposals may be rejected in whole or in part when San Juan SWCD determines such action to be in the best interest of Owner and the State of New Mexico.

8. Sufficient Appropriation

Any contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. San Juan SWCD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by San Juan SWCD prior to that determination.

9. Standard Contract

The contract resulting from this procurement will be between the Owner and a contractor will follow the format specified in the Sample Contract (Which can be viewed at <https://sanjuanswcd.com/get-involved/opportunities/>). The contents of this ITB, as revised and/or supplemented, and the successful Bidder's proposal will be incorporated into and become part of any resultant contract.

San Juan SWCD discourages exceptions from the contract terms and conditions as set forth in the ITB Sample Contract. Such exceptions may cause a proposal to be rejected as non-responsive when, in the sole judgment of San Juan SWCD (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should a Bidder object to any of the terms and conditions as set forth in the ITB Sample Contract strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. San Juan SWCD may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable and will result in disqualification of the proposal.

Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording under this section.

10. Offer or Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offer or to adhere to the requirements specified within this ITB. The Evaluation Committee will reject the proposal of any Offer or who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

11. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

12. Notice

The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

13. Release of Information

Only the Owner and Procurement Manager are authorized to release information about projects covered by this ITB. The Offerors must refer to San Juan SWCD any requests to release any information that pertains to the work or activities covered by any action or award related to this ITB.

14. Clarifications from Offerors

The Evaluation Committee or designee, after review of the proposal may request clarifications on information submitted by any and all Offerors.

Bidder is responsible for examining with appropriate care the complete contract documents, all addenda, and is responsible for informing itself with respect to all conditions which might in any way affect the cost or the performance of the work. Failure to do so will be at the sole risk of the Bidder and no relief can be given for errors or omissions by the Bidder.

Attachment 1: Campaign Contribution Disclosure Form

Pursuant to the Procurement Code, Sections 13-1-28, ~~et seq.~~ NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), ~~if the prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources~~ any prospective contractor seeking to enter into a contract with any state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: John Wellington, Chris Ellington, Lisa Page, , Cishi Curnutt, Paul Bandy
Steve Neville and Tammy Benally
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s) (*Attach extra pages if necessary*)

Signature

Title/Position

Date: _____

-OR-

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250)
WERE MADE to an applicable public official by me, a family member or representative.**

Signature _____ Date _____
Title (Position) _____

ACKNOWLEDGEMENT OF RECEIPT FORM
INVITATION TO BID #25-26-001

North Farmington Ditch

In acknowledgement of receipt of this Invitation to Bid, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with form.

The acknowledgement of receipt should be signed and returned to the Procurement Manager.

Business:

REPRESENTED BY:

TITLE: PHONE NO.:

E-MAIL:

ADDRESS:

CITY: STATE: ZIP CODE:

SIGNATURE: DATE:

This name and address will be used for all correspondence related to the Invitation to Bid.

Firm DOES/ DOES NOT (**circle one**) intend to respond to this Invitation to Bid

Return this form by email, mail, or hand delivery to:

D'rese Sutherland Consulting-Procurement

Officer, San Juan Soil and Water Conservation

District 301 McWilliams Road
Aztec, New Mexico 87410
pdsutherland@hotmail.com

END OF
INVITATION TO BID

Page 20 of 20

TECHNICAL SPECIFICATIONS

For The:

North Farmington Ditch Pipeline Project, Farmington, NM

Edits and additions to the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2014 Edition. Prepared by Meyer Hydro Solutions, LLC.

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GENERAL NOTES

The base specification document for this project is the New Mexico Department of Transportation's "Standard Specifications for Highway and Bridge Construction", 2014 edition. The specifications in this document are intended to compliment and make project specific changes to the base specification document. As such, the specifications in this document shall supersede the NMDOT base specification document. Should a discrepancy between the two documents be discovered, the Engineer shall resolve the conflict based on the intent of the design, bid documents and this specifications document.

All sections in the base specification document that refer to the Method of Measurement and the Basis of Payment shall be disregarded. Measurement and Payment under this contract shall be based on the Bid Form, which defines a Lump Sum contract and estimated quantities listed in the Schedule of Values.

SECTION 104—SCOPE OF WORK

the requirements of Section 104 shall remain in effect except as modified below:

PART 1—GENERAL

1.1 SCOPE

- A. The Contractor shall furnish all labor and provide all materials and equipment required to satisfactorily carry out the complete construction of the **North Farmington Ditch Pipeline** project, in accordance with these specifications and related construction drawings.
- B. The Work is generally described as:

Placement of pipe in an open section of NFD behind the Apache Elementary School. The work shall include earthwork, furnish and install 36" HDPE pipe, reinforced concrete inlet and outlet structures, and other project related materials and workmanship.

1.2 LOCATION OF WORK

Access to the location of the pipeline: through the side yard of the Waite property which is the first residence on the northwest side of Apache Elementary School on Apache St., Farmington NM.

END OF SECTION

SECTION 105—CONTROL OF WORK

The requirements of Section 105 shall remain in effect except as modified below:

PART 1 – GENERAL

1.1 CONTRACTOR'S USE OF PROJECT SITE

The Contractor's use of the Project Site shall be limited to its construction operations that are necessary for conducting the Work, storage of materials and equipment in Owner designated locations, and field offices. No onsite camping of personnel shall be allowed. The Contractor will respect adjoining private property and will not cross private property without obtaining permission. The construction drawings show where landowners are allowing access and where the staging area is located, provided these areas are fully reclaimed after construction.

1.2 TEMPORARY UTILITIES

- A. The Contractor is responsible for providing temporary utilities as necessary and as described in the Construction Documents in order to adequately perform the Work under this Contract.
- B. The Contractor will completely remove temporary materials and equipment when the project has been accepted or removal is acceptable to the Owner. The Contractor will restore existing facilities including paved areas used for temporary services to specified or original condition.
- C. If the Contractor causes damage to the existing utilities or relocates existing utilities, the contractor will restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation.
- D. The Contractor will provide power required for its operations under the Contract.
- E. Work conducted at night or under conditions of deficient daylight will be suitably lighted to ensure proper work and to afford adequate facilities for inspection and safe working conditions.
- F. The Contractor is responsible for obtaining, distribution and handling of water suitable for all domestic and construction purposes.
- G. Fire Protection: The Contractor shall maintain adequate equipment and trained manpower on-site to be able to fight a fire at the project site that is caused by construction equipment and/or construction operations. Potential fire scenarios include fueling equipment and storage locations, wildfire in brushy areas, malfunctioning heavy equipment, etc.
- H. The Contractor is required to call New Mexico one-call (811) prior to any excavation work. The Contractor will maintain distinct markers for underground lines, and protect them from damage during excavating operations.

1.3 TEMPORARY ENVIRONMENTAL CONTROLS

The Contractor is responsible for the following items.

- A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.
- B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources.
- C. Adopt construction procedures that do not cause unnecessary excavation and filling of the terrain, indiscriminate destruction of vegetation, air or stream pollution, nor the harassment or destruction of

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wildlife. Limit the locations where heavy equipment is allowed to drive on the site, so that existing vegetation is left intact in-so-far as possible.

D. Recognize and adhere to the environmental requirements of the Project. Disturbed areas will be strictly limited to boundaries established by the Construction Documents. Particularly avoid pollution of on-site streams, sewers, wells, or other water sources.

1.4 PROTECTION OF EXISTING FACILITIES

- A. The Contractor will protect all existing utilities, structures and improvements not designated for removal. If the Contractor damages utilities, structures or improvements the Owner has identified or are clearly visually evident on site, he will restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation. This includes but is not limited to asphalt pavement in access road locations.
- B. The Contractor is responsible for contacting NM One Call (dial 811) for a line spot before conducting any excavation operations. The Contractor will not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. Survey markers or points disturbed by the Contractor will be accurately restored after completion of work in that area.

1.5 SITE ACCESS, DELIVERING, HANDLING AND STORAGE

- A. The Contractor will deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft.
- B. The Contractor will provide equipment and personnel to handle products, materials, and equipment for proper moving and handling of products.
- C. The Contractor will make its own arrangements for any other off-site storage or shop areas necessary for the proper execution of the Work.
- D. Lands to be furnished by the Owner for trailer sites, stockpiles, construction operation, roads and other purposes will be indicated by the Owner. The Owner is not responsible for overnight security at any staging location.
- E. Products will be stored in accordance with manufacturers or applicable procedure written instructions, with seals and labels intact and legible. Sensitive products will be stored in weather tight enclosures and temperature and humidity ranges will be maintained within those required by manufacturer's written instructions.

F. Hazardous Material

- 1. The Contractor will construct and use a separate storage area for hazardous materials used in constructing the WORK. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials will be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent. A secure storage container may be required.
- 2. Hazardous materials will be stored in groupings according to the Material Safety Data Sheets.
- 3. The separate storage area will meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
- 4. If required, the separate storage area will be inspected by the proper authorities prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.

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5. All hazardous materials which are delivered in containers will be stored in the original containers until use. Hazardous materials which are delivered in bulk will be stored in containers which meet the requirements of authorities having jurisdiction.
- G. Project/Site Conditions: The Contractor will conduct its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation of materials and ingress and egress to the Site of the Work. Within the construction limits, it will be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.
- H. Security Measures: The Contractor will maintain the following.
 1. Protect Work and Site from theft, vandalism, and unauthorized entry throughout the construction period until demobilization is complete.
 2. The Contractor is not responsible for protecting the landowner's property from theft or vandalism.
- I. Site Control: The Contractor will:
 1. Coordinate access of Owner's personnel to Site.
 2. Coordinate with the property owner to ensure access of personnel and vehicles to Site.
 3. The Contractor will use parking areas as established on site by the Owner.
 4. Provide temporary barricades & signage as required.

1.6 SURVEYS

- A. The Engineer will perform construction layout staking.
- B. The Engineer will provide the Owner with as-built drawings and an AutoCAD file of the same at the completion of the project.

1.7 PROJECT MEETINGS

1. A preconstruction conference will be scheduled by the Owner and held at a mutually agreed time and place which shall be attended by the Contractor, the Engineer, and Subcontractor's, as appropriate. Other attendees will be:
 1. Representatives of Owner.
 2. Others as requested by the Contractor, Owner or Engineer.
2. The purpose of the preconstruction conference is to designate responsible personnel, to establish a working relationship between parties and to be acquainted with the project site. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the Contractor by the Owner prior to the meeting dates.
3. The Owner will schedule and host regular on-site progress meetings weekly and at other times as requested by the Owner or as required by progress of the Work. The Contractor and all subcontractors active on the site shall be represented at each meeting. The Contractor may, at its discretion, request attendance by representatives of suppliers, vendors and other subcontractors. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

1.8 DEFINITIONS

Wherever the terms defined herein are used in the Construction Documents, they have the following definitions:

1. CONSTRUCTION DOCUMENTS: The Drawings and Specifications for "The North Farmington Ditch Pipeline Project", as signed by the Engineer of record.
2. OWNER: The North Farmington Ditch Company and its representatives
3. CONTRACTOR: To Be Determined.
4. ENGINEER: Meyer Hydro Solutions LLC, and their representatives.
5. SITE: North Farmington Ditch, Farmington, NM (behind Apache Street School)

1.9 ADDITIONAL REFERENCE SPECIFICATIONS

A. Applicable Publications

Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it will be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, will apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings will be waived because of any provision of, or omission from, said standards or requirements. Referenced specifications, codes, standards, or other requirements will be considered part of these Construction Documents.

B. Specialists' Assignments

In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that Work. Such assignments will be recognized as special requirements over which the Contractor has no choice or option. These requirements will not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of requirements in the Construction Documents remains with the Contractor.

C. Reference Specifications, Codes, and Standards

In case of conflict between codes, reference standards, drawings and the other Construction Documents, this document and the construction plans will govern unless, by law, another referenced document must govern. All conflicts will be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor.

Applicable Standard Specifications: The Contractor will construct the Work specified herein in accordance with the requirements of the Construction Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; except that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment will not apply.

References herein to "OSHA Regulations for Construction" will mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

References herein to "OSHA Standards" will mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

D. Trade Names and Alternatives

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1. For convenience in designation in the Construction Documents, materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material, which is equal in quality and of the required characteristics for the purpose intended, will be permitted, subject to the following requirements:
 - a. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials will be upon the Contractor.
 - b. The Engineer will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decision will be final.
2. Wherever in the Construction Documents the name or the name and address of a manufacturer or distributor is given for a product or other material, or if any other source of a product or material is indicated, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It will be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, distributor, or other source of any product or material called for in the Construction Documents.

1.10 SAFETY AND HEALTH

- A. The Contractor shall comply with the requirements of this Section and the applicable requirements of OSHA 29 CFR 1926 "Safety and Health Requirements for Construction".
- B. The Contractor shall conduct its operations in a safe manner at all times, and shall strictly adhere to all OSHA regulations, and all other regulations pertaining to the safe operation and maintenance of construction equipment, workers, methods, and the job-site.
- C. The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to working hours. The duty of the Owner to conduct construction observation of the Contractor's performance is not intended to include review of the adequacy of the Contractor's and Subcontractor's safety measures in, on, or near the construction site.
- D. The Contractor shall at all times, whether or not so specifically directed by the Owner, take necessary precautions to ensure the protection of the public. The Contractor shall furnish, erect, and maintain all necessary barricades, fences, suitable and sufficient construction signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the Work and safety of the public through or around its construction operations. Owner representatives will not enter an area that appears unsafe. It is the Contractor's responsibility to provide a safe construction area.
- E. The Contractor shall maintain a safe and clean job-site at all times. Construction debris on traveled road surfaces, temporary detours, access driveways, etc., shall be cleaned away daily. If the Contractor's operations cause there to be nuisance dust on the road surface, Contractor shall sweep away or water such dust when so ordered by the Owner. All costs for maintaining a clean and safe job-site will be considered incidental to the Contract and will not be paid for separately. No unprotected excavations will be allowed.
- F. The Contractor shall comply with the safety and health provisions of all federal, state and local governing agencies.

END OF SECTION

SECTION 108—PROSECUTION AND PROGRESS

The requirements of Section 108 shall remain in effect except as modified below:

PART 1 – GENERAL

1.1 SCOPE

- A. The Contractor shall provide all submittals required by these Specifications in accordance with the requirements of this Section and the specific requirements of each technical specification section.

1.2 RELATED SECTIONS

- A. All sections requiring Contractor submittals.

1.3 CONTRACTOR SUBMITTALS

- A. Wherever submittals are required hereunder, one paper copy and one electronic (.PDF) shall be submitted by the Contractor to the Engineer.
- B. Items that are critical to the Contractor's schedule to continue working without delays shall be submitted in a timely manner to allow the Engineer adequate time as set forth in this Specification section to review them.
- C. The submittals shall be numbered to include the relevant specification section. In case more than one submittal is required for an item, alphabetic letters may be suffixed to the submittal numbers.
- D. The term "submittals" as used herein shall be understood to include detailed design calculations, shop drawings, plans, samples, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items.
- E. All submittals shall be accompanied by the Owner's standard submittal transmittal form or a form used by the Contractor that is acceptable to the Engineer. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.
- F. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
- G. Except as may otherwise be provided herein, the Engineer will return one electronic (.PDF) copy of each submittal to the Contractor with comments noted thereon, within five (5) work days following their receipt by the Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submittal.
- H. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- I. If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.
- J. If a submittal is returned to the Contractor marked "REVISE AND RESUBMIT," or marked "REJECTED," the Contractor shall revise said submittal and shall resubmit one paper copy and one electronic (.PDF) copy of said revised submittal to the Engineer.
- K. Fabrication or procurement of an item may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or

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“MAKE CORRECTIONS NOTED.” Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

- L. All Contractor shop drawing submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer. The Contractor shall date, sign, and certify each submittal as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
- M. The Engineer’s review of Contractor submittals shall not relieve the Contractor of the sole and entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

N. BASELINE CONSTRUCTION SCHEDULE

- 1. After receipt of the Notice of Award and prior to the Pre-Construction Conference, the Contractor shall submit the following items to the Engineer for review:
 - a. A preliminary project schedule for the Work.
 - b. A preliminary cash flow schedule indicating the estimated monthly progress payments for the duration of the Project.
 - c. A preliminary schedule of shop drawings and proposed substitutes or “Or Equal” submittals.
 - d. The schedule shall indicate a Project completion date on or before the Contract completion date. The schedule shall indicate the activity description, start dates, completion dates, and duration for each activity required to complete the Work.
- 2. The Contractor will revise the Baseline Construction Schedule as required, and resubmit to the Owner and the Engineer.
- 3. The revised Baseline Construction Schedule will be accepted or rejected by the Owner and the Engineer within five (5) calendar days after receipt.
 - a. Acceptance of the Contractor’s schedules by the Engineer and Owner will be based solely upon compliance with the requirements. By way of the Contractor assigning activity durations and proposing the sequence of the Work, the Contractor agrees to utilize sufficient and necessary management and other resources to perform the work in accordance with the schedule.
 - b. Submission and acceptance of the Contractor’s schedules to the Owner or Engineer will not relieve the Contractor of total responsibility for scheduling, sequencing, and pursuing the Work to comply with the requirements of the Construction Documents, including adverse effects such as delays resulting from ill-timed Work.
- 4. The Baseline Construction Schedule will be updated every two weeks to reflect delays, progress and the resulting completion schedule. Causes for delays or any other schedule changes will be identified and corrective or recovery action will be discussed at the weekly progress meeting immediately following the schedule submittal.
- 5. Ongoing Work Schedule Revisions:
 - a. The Contractor shall provide a detailed schedule each week at the construction progress meeting showing the progress of the previous week and the planned work for the coming two (2) weeks.

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- b. The Contractor will monitor the progress of the Work and adjust the schedule each month to reflect actual progress and any changes in planned future activities in relation to the proposed Baseline Construction Schedule. Monthly, the Contractor will give the Owner and the Engineer a copy of the revised schedule. Each update will continue to show all work activities including those already completed. Completed activities will accurately reflect "as built" information by indicating when the work was actually started and completed.
- c. These revised Work Schedules will be clearly labeled with the revision date. Necessary modifications will be made to any portions of the detailed Work schedule that becomes infeasible because of portions of the Work falling behind schedule, changes in sequencing of activities, or for any valid reason that is beyond the control of the Contractor such as dam discharges in excess of those anticipated. The Contractor will be obliged to present updated schedules with any Change Order request that includes a request for time extension. These updated schedules will clearly demonstrate how the Change Order(s) affect the substantial completion of the project.

6. Any critical work activity that cannot be completed by its originally scheduled completion date will be deemed to be behind schedule.

1.4 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEM SUBMITTAL

- A. Whenever materials or equipment 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. If the name is followed by the words "or approved equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the Owner if sufficient information is submitted by the Contractor to allow the Owner and the Engineer to determine that the material or equipment proposed is equivalent or equal to that named.

1.5 RECORD DRAWING SUBMITTAL

- A. The Contractor shall keep and maintain, at the job site, one record drawing set. On these drawings, the Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings. Special attention shall be given to recording the horizontal and vertical location of all buried utilities or other construction features that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by detailed sketches, as needed, to fully record the Work as actually constructed. The record drawing set shall indicate as-built conditions including all revisions by addenda, change orders, and the like and shall be maintained up-to-date by the Contractor during the progress of the Work.
- B. The Contractor's record drawing set shall be accessible to the Owner and Engineer at all times during the construction period and shall be delivered to the Owner upon completion of the Work.
- C. The Engineer will only accept requests for partial payment if the record drawing set is current and the Engineer has inspected the work to verify that the record drawing set accurately depicts all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents.
- D. Final payment will not be acted upon until the Contractor-prepared record drawing set has been delivered to the Owner. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in red pencil.
- E. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall complete and deliver a complete set of record drawings to the Owner, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected drawings showing the reported location of the Work.

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PART 2—REQUIRED SUBMITTALS

1. Bonds and insurance certificates.
2. List of Subcontractors, and the scope of work for each subcontractor.
3. List of all key personnel, including the project superintendent, site foreman and subcontractor foremen, and contact information for each individual including cell phone numbers.
4. Overall project schedule, and detailed weekly work schedules.
5. Hazardous materials safety data sheets.
6. Samples and test data for all aggregate materials: large rocks, Class C rip rap, crushed rock filter material, etc. Location of rock quarry.
7. Concrete mix design. Rebar supplier source and certifications.
8. Seed supplier, seed mix, mulch materials and certifications.
9. Warranties and release of liens.
10. Material substitution requests.

END OF SECTION

SECTION 109—MEASUREMENT AND PAYMENT

Section 109 of the NM DOT Standard Specifications shall be removed in its entirety and replaced with the following:

PART 1 – GENERAL

1.1 SCOPE

- A. Procedures for Measurement and Payment plus conditions for nonconformance assessment and nonpayment for rejected products.

1.2 RELATED SECTIONS

- A. All sections

1.3 AUTHORITY

- A. Measurement methods delineated in the Specification Sections are intended to compliment the criteria of this section. In the event of conflict, the requirements of the Specification Section will govern.
- B. Engineer or Owner's representative to make all measurements and compute quantities accordingly.

1.4 UNIT QUANTITIES SPECIFIED

- A. The Bid Form includes the Engineer's estimate of quantity for each Bid Item, in the Schedule of Values. The Engineer's estimated quantities are usually "neat line" quantities rounded up, but do not typically include allowances for shrink or swell. The Contractor is advised to independently verify those quantities, and to satisfy him/herself that the bid price submitted is adequate to cover that item of work. The Contractor should assume that the estimated quantities are a reasonable reflection of the total work required, and that no additional compensation should be expected for completing the work as shown on the plans and described in the specifications. In the event that the actual quantities vary significantly from the estimated quantities in the bid form, and when the Owner and the Contractor agree to modify the contract by change order to correct this deviation, then the unit prices listed on the bid form shall be the basis of negotiation.
- B. Should any pay items contained in the Bid Form be found unnecessary for the proper completion of the work, the Engineer may, upon written order to the Contractor, eliminate such pay items from the Contract, and such action shall in no way invalidate the Contract. When Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

1.5 LUMP-SUM PRICING

- A. Each Bid Item shall be considered as a lump sum, for full and satisfactory completion of that work item, irrespective of the actual quantity installed. For fixed quantity items the quantity stated in the bid form shall be fulfilled, and should there be an apparent shortfall or excess of materials as the work is installed, it will be the Engineer's responsibility to determine which large rock installations will be left out, or where any excess material will be placed within the project work area, or if a change order is required to increase the quantity of these materials. In preparing monthly estimates for progress payments, the Contractor will present documentation of the progress made on each Bid Item to the Owner. Consideration will be given to the percentage of work remaining on each Bid Item before approving each requested progress payment.

1.6 PAYMENT

- A. Payment for the various priced items set forth in the Bid Form shall constitute full compensation to the Contractor for providing all plant, equipment, machinery, materials, tools, supplies, transportation, labor and all other property, services, incidentals and expenditures for performing all operations required to complete the work in conformity with the Specifications and Contract Documents.

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B. The costs of complying with the provisions of the Specifications and all costs for necessary work not specifically mentioned in the Bid Form shall be deemed to be included in the prices for the most applicable priced items.

1.7 NONCONFORMANCE ASSESSMENT

A. Nonconformance assessment shall be done by the Engineer in accordance of these specification and reference standards specified in these specifications.

B. If any Work, or portions of the Work, is found to be not in conformance with the Contract Documents by the Engineer, Contractor shall promptly, as directed, either correct all nonconforming Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with Work that conforms to the Contract Documents. If the Engineer finds that the corrected Work is less suitable than specified, the Owner shall be entitled to an appropriate decrease in the Contract Price.

C. If, instead of requiring correction or removal and replacement of nonconforming Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, cost, losses, and damages attributable to Owner's evaluation of, and determination to, accept such nonconforming Work (such as costs to be approved by Engineer as to reasonableness). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price.

1.8 NONPAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

- Products wasted or disposed of in an unacceptable manner.
- Products determined to be nonconforming before or after replacement and not accepted by Owner.
- Products not completely unloaded from transporting vehicles.
- Products placed beyond lines and levels of required Work.
- Products remaining on hand after completion of the Work, unless specified otherwise.
- Loading, hauling, and disposing of rejected products.

END OF SECTION

SECTION 110—CONTRACT CLOSEOUT, CLEANUP AND DISPOSAL REQUIREMENTS

PART 1 – GENERAL

1.1 SCOPE

- A. Contractor shall comply with the requirements specified herein for closeout procedures, including final submittals such as as-built drawings, survey notes, test reports and other project documentation.

1.2 CLOSEOUT PROCEDURES

- A. Comply with requirements of the Contract Documents regarding Final Completion and Final Payment when Work is complete and ready for Owner's final inspection.
- B. Provide Project Record Documents.
- C. Complete or correct items on the punch list, with no new items added. Any new items will be addressed during the warranty period.
- D. The Owner will occupy portions of the Work as specified in other Sections.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. For facilities, clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean or replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas; rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and temporary construction facilities from the site following the final test of utilities and completion of the work.

1.4 ADJUSTING

- A. Adjust operating equipment to ensure smooth and unhindered operation.

1.5 WARRANTIES

- A. Provide a written warranty that the work completed was done in substantial compliance with the project's Contract Documents. If a defect in workmanship or materials is discovered within one year of the project's completion, the Contractor agrees to return and make the necessary repairs or replacements at no additional cost the Owner.

1.6 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, special accessories, spare parts, maintenance, and extra materials in quantities specified.
- B. Deliver to a location directed by the Owner, any materials covered by the Bid Form but not installed.

1.7 GUARANTEES, BOND AND AFFIDAVITS

- A. No application for final payment will be accepted until all guarantees, bonds, certificates, licenses, and affidavits required for the work or equipment, as specified, are satisfactorily filed with the Owner.

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1.8 RELEASE OF LIENS OR CLAIMS

- A. No application for final payment will be accepted until satisfactory evidence of release of liens has been submitted to the Owner.

1.9 CONTRACTOR CLEANUP RESPONSIBILITIES

- A. The Contractor shall be responsible for cleanup and for disposal of waste materials or rubbish. The disposal of waste materials and rubbish shall be in accordance with this Section and all applicable national, state, and local laws, regulations, standards, and codes. Wherein there are inconsistencies in the laws and regulations, the more stringent shall apply.
- B. If required by the Owner, the Contractor shall maintain records of all the types and amounts of waste materials produced and the disposal locations of these materials, on or off the site. These records shall be made available for the Owner's review when requested.
- C. The Contractor shall at all times keep the construction area, including storage areas used by the Contractor, free from accumulations of waste materials and rubbish. Prior to completion of the Work, the Contractor shall remove from the vicinity of the Work all temporary construction facilities, buildings, rubbish, unused materials, concrete forms, and other like materials, belonging to the Contractor, or used under the Contractor's direction during the performance of the work. All excess Owner-furnished materials in the Contractor's possession shall be returned to the Owner. All work areas shall be graded and left in a neat manner conforming to the natural appearance of the landscape. Bare soil areas shall be seeded and mulched in accordance with the specifications.
- D. Hazardous materials, as defined by applicable national, state, and local regulations, codes, and standards, used by the Contractor or discovered on the site, shall be disposed of in accordance with the applicable national, state, and local regulations, codes, and standards. Waste materials that may be hazardous shall be tested by the Contractor, and test results submitted to the Owner prior to disposal.
- E. Other waste materials, including but not limited to, refuse, garbage, sanitary waste, industrial waste, oils and other petroleum products, shall be removed from the site and disposed of by the Contractor at appropriate and approved disposal sites, except as otherwise approved by the appropriate agencies or entities having jurisdiction. It shall be the responsibility of the Contractor to make any and all necessary arrangements with private parties and local officials pertinent to locations and regulations for such disposal.
- F. Any fees required or charged shall be the responsibility of the Contractor. Any disposal, burying, or burning on site shall be approved by the Owner after documentation indicating authorization and requirements from the appropriate agencies or entities has been obtained by the Contractor.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION (NOT USED)

(NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for work required under this Section. All costs in connection with the work specified herein will be considered to be included with the related item of work in the Schedule of Values, or incidental to the Project.

END OF SECTION

SECTION 203—EXCAVATION, BORROW, AND EMBANKMENT

The requirements of Section 203 shall remain in effect except as modified below:

PART 1 – GENERAL

1.1 SCOPE

Excavation and compacted backfill in the irrigation ditch as shown on the plans.

PART 2 – PRODUCTS

2.1 MATERIAL SOURCES

Cuts and fills within the project limits are expected to come from on-site source areas.

PART 3 – EXECUTION

3.1 SOIL AND RIVER ALLUVIUM FILL & COMPACTION

A. Soil material used for backfill and subgrade must be compacted to the density specified in the plans. If not explicitly stated, the general backfill density requirement shall be a minimum of 90% of ASTM D1557. For general grading areas, wheel rolling with earth moving equipment is expected to achieve a sufficient level of compaction.

PART 4 – MEASUREMENT AND PAYMENT

4.1 GENERAL

A. Payment for excavation and compacted fill of site soils and river alluvium shall be in accordance with the bid items in the Schedule of Values, as lump sum items. All related soil handling work shall be considered incidental to the bid items shown in the Schedule of Values.

END OF SECTION

SECTION 511—CONCRETE STRUCTURES

The requirements of Section 511 shall remain in effect except as modified below:

PART 1 – GENERAL

- A. This work shall include construction of the concrete inlet and outlet structures, as shown on the plans.

PART 2 – MATERIALS

- A. Concrete used for the inlet and outlet structures shall be Class AA concrete, conforming to the requirements of Section 511. An air entraining agent shall be included to achieve a minimum 6% air content in the batched concrete.

PART 3 – CONSTRUCTION REQUIREMENTS

- A. Exposed edges of concrete shall be chamfered with $\frac{3}{4}$ " edge chamfer.
- B. All reinforced concrete walls and structures shall be constructed using snap-ties and chairs to achieve proper spacing of rebar and wall cross section.

PART 4 – MEASUREMENT AND PAYMENT

- A. Payment for reinforced concrete will be made in accordance with the Schedule of Values.

END OF SECTION

SECTION 570—PIPE CULVERTS

The requirements of Section 570 shall remain in effect except as modified below:

PART 1 – GENERAL

- A. This work shall include furnishing and installing 36" ADS N-12 Dual Wall WTIB pipe and associated fittings where shown on the plans.

PART 2 – MATERIALS

- A. No changes.

PART 3 – CONSTRUCTION REQUIREMENTS

- A. No changes.

PART 4 – MEASUREMENT AND PAYMENT

- A. Payment for 36" HDPE pipe and associated fittings will be made in accordance with the Schedule of Values.

END OF SECTION

SECTION 603—TEMPORARY EROSION CONTROL, HAZARDOUS MATERIALS HANDLING

The requirements of Section 603 shall remain in effect except as modified below:

PART 1 – GENERAL

1.1 SCOPE

- A. The Work shall also include the installation and maintenance of temporary erosion control Best Management Practices, to prevent stormwater runoff from upland areas disturbed by construction activities from creating water quality impacts to the Animas River. The work shall also include the handling, storage and management of hazardous materials at the site.

1.2 CONTRACTOR SUBMITTALS

- A. If the Contractor's staging and access area of disturbance exceeds 1.0 acres (not including existing roads or the bed of the river), the Contractor shall submit a plan showing the location and types of Best Management Practices proposed for Stormwater Pollution Prevention (SWPPP) during construction. The SWPP Plan and any Permit applications must be approved by the Owner and the Engineer, before applications are made and installations are begun.
- B. The Contractor shall submit a plan showing the location and types of fuels and other hazardous materials that may be stored on site, either temporarily or for the duration of the project. The Plan shall show the methods and materials that the contractor intends to use to contain and clean up any type of spill of these hazardous materials. Locations of materials to be used in spill prevention & cleanup must be clearly labeled and known to all of the Contractor's personnel on site. The Plan must be approved by the Owner and the Engineer before implementation.
- C. Prior to mobilization, the Contractor shall submit a Materials Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B for all hazardous material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials. "Hazardous Material," as used in this section is as defined in Federal Standard No. 313B, in effect on the date of this contract.

1.2 GENERAL CONDITIONS

General conditions shall include but not be limited to the following items, as required for proper performance and completion of work.

- A. Mobilization of the Contractor's equipment onto the site, and demobilization of the same equipment at the end of the job; establishing a sheltered location (notification board or enclosed office space) for the posting of all required documents; furnishing and erecting a field office if desired by the Contractor; the designation of a secure location for retaining plans, specifications, test reports, and other project documentation on site during construction.
- B. Installing temporary construction power, wiring, and lighting facilities, if required.
- C. Establishing hazardous materials spill containment facilities, as needed.
- D. Setting in place equipment for firefighting within the construction area.
- E. Providing all on-site communication facilities, including telephones, and cellular phones or radio pagers; coordinating with Owner's communications system; and providing proof of payment of licensing fee as required by the Owner.

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- F. Providing on-site sanitary facilities and potable water facilities/
- G. Arranging for and erection of Contractor's work and storage yard.
- H. Posting all OSHA required notices and establishment of safety programs.
- I. Having the Contractor's superintendent at the job site full time.
- J. Daily cleanup of trash and debris from the construction site, and final cleanup of the site after completion of construction.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. If SWPP measures are needed at the project site, that work will be considered incidental to the other pay items listed in the Schedule of Values.
- B. Any additional mobilization and demobilization costs shall be included in other bid items as appropriate.

END OF SECTION

SECTION 632--SEEDING AND REVEGETATION

PART 1 – GENERAL

The requirements of Section 632 shall remain in effect except as modified below:

1.1 SCOPE

- A. Soil preparation, seeding and mulching of soil areas disturbed by construction activities.
- B. Transplanting of live willow clumps harvested from on-site source area.

1.2 SUBMITTALS

- A. The Contractor shall submit certificates showing the origin, age, composition and PLS composition of seed material proposed for use on this project.
- B. The Contractor shall submit documentation of the origin, species and weed free certification of all mulches used on this project.

PART 2 – PRODUCTS

2.1 MATERIALS

A. SEEDS

Conform to requirements of U.S. Department of Agriculture Rules and Regulations as set forth in Federal Seed Act and New Mexico Department of Agriculture regulations, including labeling requirements for showing purity, germination, name and type of seed.

Seed furnished shall be of the previous season's crop for the date of the project.

Native grass seeds shall be delivered pre-mixed from the seed supplier. Tags from the each bag of seed shall be collected and submitted to the Engineer for verification of compliance with the project specifications. Use seed which has been treated with an approved fungicide.

Native grass seed for disturbed soil areas shall be applied at a rate of 20 lbs PLS per acre. The seed mix shall equal or exceed the following percentages each grass species:

| | |
|----------------------|-------|
| Western Wheatgrass – | 80% |
| Indian Rice - | 10% |
| Sand Drop- | 10% |
| Total | 100 % |

B. STRAW MULCH

Straw Mulch shall be certified weed-free, and shall be applied at a rate of not less than 2.5 tons/acre.

PART 3 – EXECUTION

3.1 CONSTRUCTION METHODS

A. PREPARATION OF SOIL FOR SEEDING

- I. Inspect subsoil for the presence of objectionable materials, such as rocks 2 inches in diameter and larger, concrete waste, building debris, weeds, grass, or other material that would be detrimental to the growth of grasses. Protect existing underground improvements from damage.

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2. Cultivate to a depth of 3-inches. If there is compaction due to equipment, traffic or storage, cultivate to a depth of 6-inches. Remove any foreign or objectionable materials collected during cultivation.
3. Grade to eliminate rough spots and low areas where ponding may occur. Assure positive drainage away from all buildings. Maintain smooth, uniform grades.
4. Maintain a weed-free condition until completion of the project. If necessary, a licensed applicator shall apply a water-safe herbicide in accordance with the manufacturer's recommendations.

B. SEEDING

1. The Contractor shall notify the Owner not less than 48-hours in advance of any seeding operation and shall not begin the work until areas prepared or designated for seeding have been approved.
2. Cultivation shall be by disc, spring tooth harrow, roto-tiler or similar equipment and shall be done at right angles to the natural flow of water on the slopes.
3. Drill seed or broadcast seed and rake in, so that the required seed cover of $\frac{1}{4}$ inch is (on average) achieved.
4. Spread straw mulch over the entire seeded area. Crimp mulch into the soil by running the disk over the area a second time.

PART 4 – MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. Measurement and payment for seeding & mulching shall be by the acre or portion thereof, as set forth in the Schedule of Values.

END OF SECTION

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NORTH FARMINGTON DITCH PIPELINE PROJECT



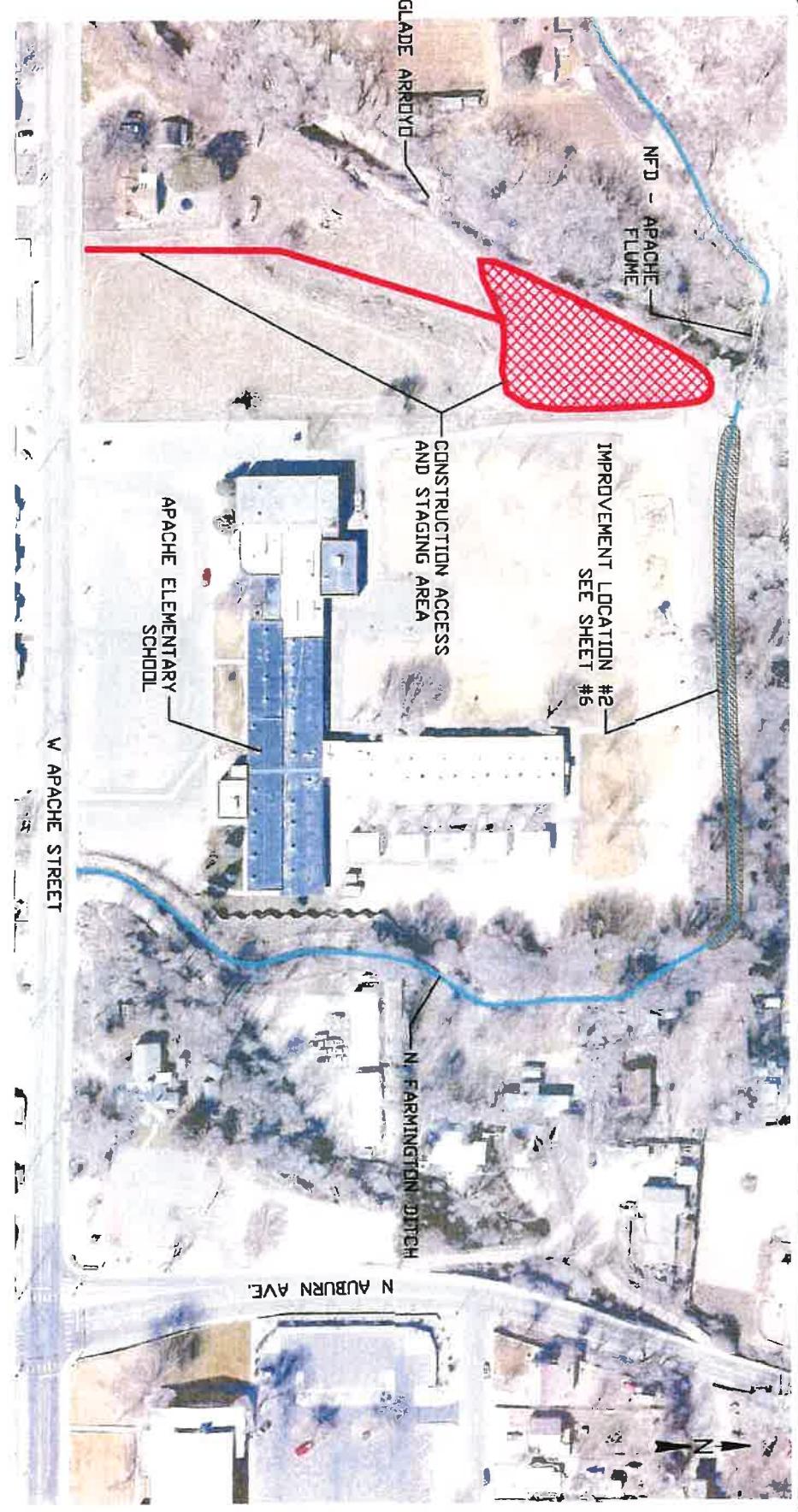
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San Juan SWCD

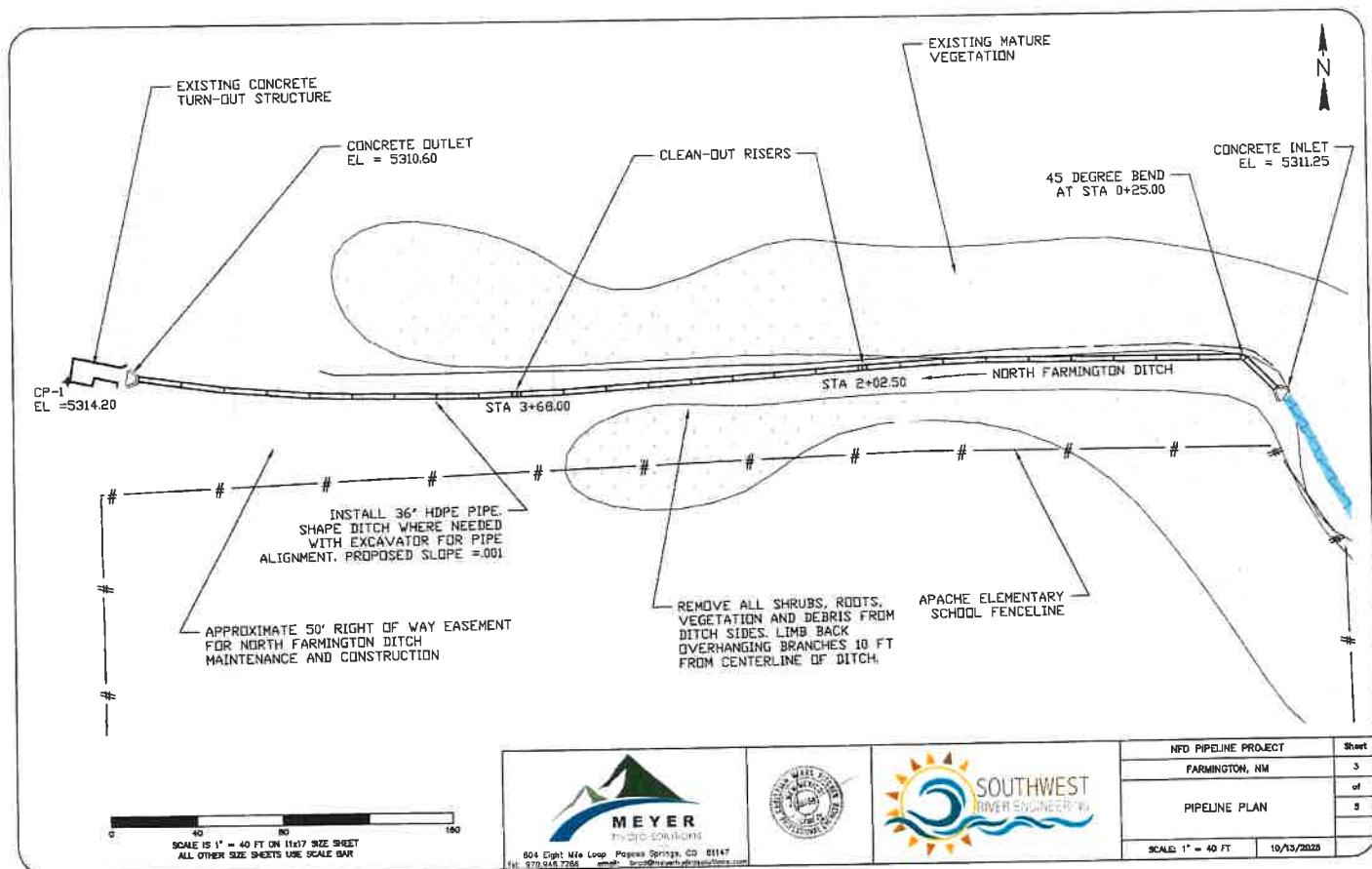
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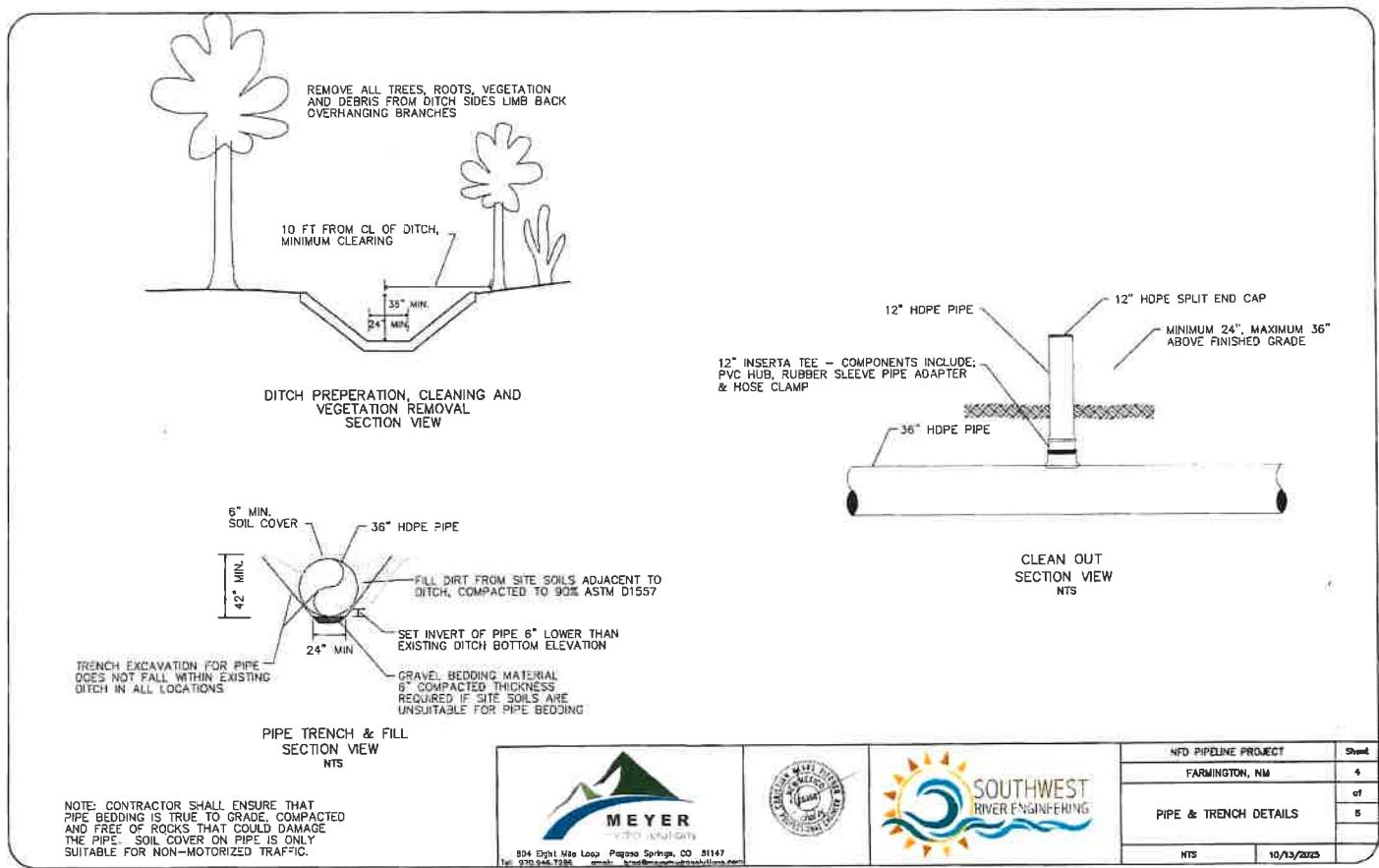
1. COVER SHEET, VICINITY MAP, SHEET INDEX
2. OVERVIEW
3. PIPELINE PLAN
4. PIPE & TRENCH DETAILS
5. CONCRETE DETAILS

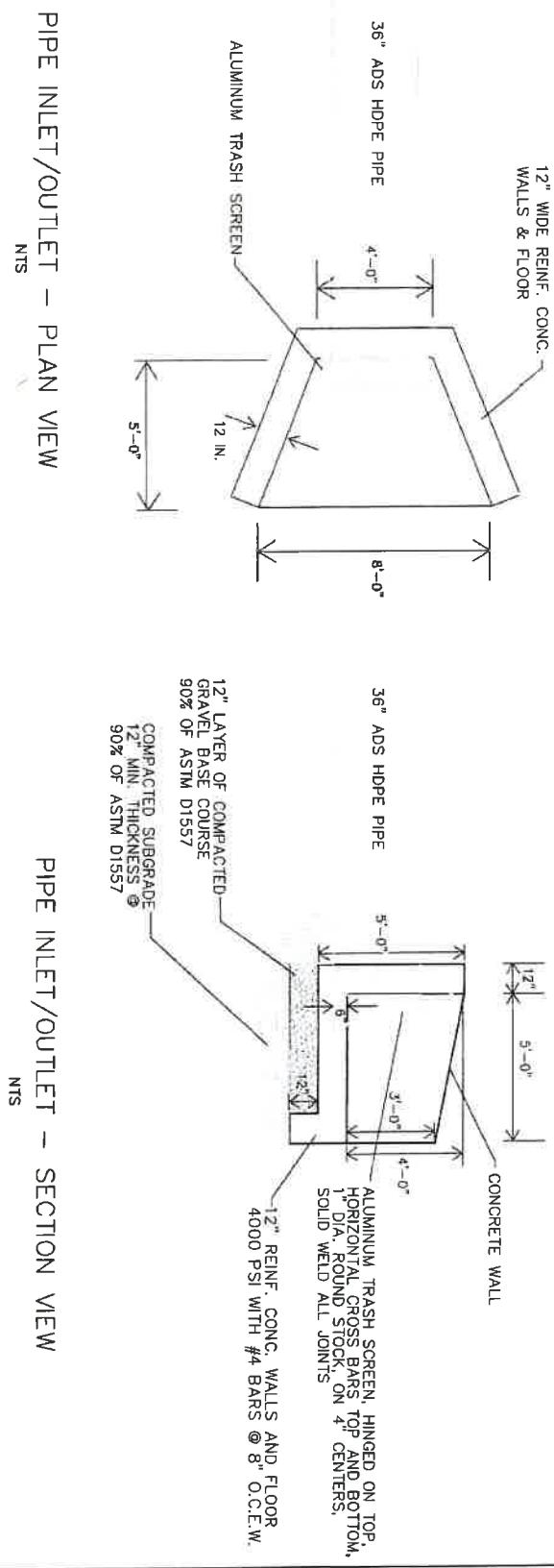


| NFD PIPELINE PROJECT | | Sheet |
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| FARMINGTON, NM | | 1 |
| COVER SHEET | of | |
| LOCATION MAP/ SHEET INDEX | | 3 |
| NTS | | 10/13/2025 |









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| <p>MEYER hydro solutions</p> <p>Box Eight, Mile Loop Peyton, Colorado 80147</p> <p>tel: 970.595.7249 email: hydro@meyerhydro.com</p> | <p>CHRISTIAN MEYER PARKER, COLORADO</p> | <p>SOUTHWEST RVFR ENGINEERING</p> |
| <p>NID PIPELINE PROJECT FARMINGTON, NM</p> <p>Sheet 5 of 5</p> <p>CONCRETE DETAILS</p> <p>NTS 10/3/2023</p> | | |