

# City of Lovington



## REQUEST FOR SEALED BIDS

### HAROLD RUNNELS SOFTBALL COMPLEX IRRIGATION SYSTEM INSTALLATION PROPOSAL # HRI-2018

#### Bid Due Date & Time

October 2, 2018  
10:00 a.m. (MST)

#### SUBMIT BID PROPOSALS TO:

Gary L. Chapman  
Finance Director  
City of Lovington  
214 S. Love St.  
Lovington, NM 88260  
[gchapman@lovington.org](mailto:gchapman@lovington.org)

**LEGAL NOTICE OF REQUEST FOR SEALED BIDS  
LOVINGTON, NEW MEXICO**

**FOR HAROLD RUNNELS SOFTBALL COMPLEX IRRIGATION SYSTEM INSTALLATION  
DUE DATE: October 2, 2018**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on October 2, 2018 at 10:00 a.m. (MST) for the Harold Runnels Softball Complex Irrigation System installation.

The Request for Bids, any future addenda, and all related information may be obtained from the City of Lovington's website at [www.lovington.org](http://www.lovington.org) under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, [gchapman@lovington.org](mailto:gchapman@lovington.org).

James R. Williams, City Manager

Publish in: Lovington Leader 9/13/2018 and 9/27/2018  
Hobbs News Sun: 9/9/2018 and 9/23/2018  
Albuquerque Journal: 9/9/2018

**FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids, subject to the conditions herein, will be received at the Lovington City Hall, New Mexico until the date and time shown above, and thereafter immediately opened and read in public for furnishing the commodities and/or services listed in the attached specifications.

**COMMODITY CODES:**

**Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)**

**Applicable classification codes for this proposal are:**

5-DIGIT CODE	ITEM DESCRIPTION
91227	Construction, Irrigation System

## INSTRUCTION TO BIDDERS

1. **Envelopes containing bids must be sealed and marked on the upper left hand corner with the name and address of the Respondent, the date and hour of opening, the name of bid proposal, and mailed or delivered to the before the time of opening.**
2. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
3. Bids which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Finance Director, 214 South Love, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
4. All prices should be stated in units or quantities specified, with packing and delivery charges included.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
6. Bids must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
7. Bids must be submitted on the bid price submittal form attached. **Any prices pertaining to exceptions must be attached to the bid** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
8. Bids received later than the time and date specified will not be considered.
9. Amendments to or withdrawals of bids received later than the time and date set for proposal opening will not be considered.
10. Respondents or their representative may be present at the bid opening.
11. The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
12. The Purchasing Agent reserves the right to correct any bid awarded erroneously as a result of a clerical error on the part of the City of Lovington.
13. In the event the Respondent is unable to submit a bid, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive Invitations to respond will result in the removal of the Respondents name from the mailing list.
14. Respondents and/or vendors doing business with the City of Lovington must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.

15. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at bid openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after bid opening will not be considered.
16. All contracts solicited by competitive sealed proposals for the City of Lovington require that the bid amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
17. **All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS- 1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.**
18. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.
19. **All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.**
20. The City reserves the right to render payment of any invoices using the City's Procurement Card without incurring any penalty.

## CONDITIONS AND BID OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all bids, to waive an informality in bids, and unless otherwise specified by the Respondent, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Any discount offered will be computed from the date of delivery or from the date a correct bill rendered on a proper voucher form and certified by the contractor is received, whichever date is latest.
4. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
5. It is the intent of these specifications to describe the minimum requirements. All portions not specifically mentioned which are required for a completion of the project, shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
6. All bids must be clearly marked on the outside of the envelope with the project name and opening date. Should a bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
7. All interested parties are invited to attend bid openings of the City of Lovington.
8. Bids will be opened and read aloud at precisely the time, the date and the place stipulated in the Request for Bids and in the legal notice published in the newspaper.
9. Bids will be opened and read aloud in front of whomsoever is present at the scheduled time and place.
10. Each bid will be evaluated by the Finance Director and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Director of Purchasing with the aid of the appropriate department head.
11. The Finance Director and the department or committee will rule on any point needing clarification.
12. The apparent low Respondent, meeting specifications, will be determined by the Finance Director and the department or committee.
13. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.

14. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
15. Do not submit alternate bids unless instructed to do so, as they will not be considered.
16. Notice is hereby given that the City Commission reserves the right to reject any and all bids received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
17. Any requested literature and one complete copy of the bid, unless stated otherwise in the Request for Proposal, must be submitted with the bid.
18. All bids must be valid for a minimum of 90 days after bid opening, unless otherwise stated in the bid sheet by the individual respondent or the City of Lovington.
19. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
20. This procurement is being done on behalf of the City of Lovington, its departments as well as other entities and agencies in general as provided for by law, at the discretion of the contracted vendor(s).
21. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and proposers shall comply with Federal wage rates on applicable projects.
22. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
23. Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.
24. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a bid shall in his bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency.

25. Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

### **HOLD HARMLESS/INDEMNITY AGREEMENT**

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of the Lea County, New Mexico Court system.



## **1.0 PURPOSE**

The purpose of this Request for Sealed Bids is to solicit sealed proposals to establish a contract through competitive responses for the procurement of the installation of the Harold Runnels Softball Complex irrigation system.

## **2.0 PROJECT DESCRIPTION**

The Harold Runnels Softball Complex, located at 1300 N. Love Street, Lovington, New Mexico is a 12.5-acre facility. Approximately 6.75 acres of the facility requires the replacement of the entire underground irrigation system. Water supply to the system is provided by connection to the City water distribution system, of which access is achieved by tap within the confines of the park. A design for the new system can be found in "Attachment A".

The City has acquired all parts and components required to build the new irrigations system. This proposal is seeking a response for the installation of this system. Any additional parts required for completion will be the responsibility of the successful respondent and need to be included in the submitted bid.

## **3.0 SPECIAL NOTES**

- a. The parts and equipment list that the City has for this project is listed in "Attachment B"
- b. Project should take no longer than ninety (90) days to complete.
- c. Project cannot start until after October 15, 2018.
- d. A sample contract is included in this document as "Attachment C".
- e. A wage rate decision has been submitted in the event that the project exceeds \$60,000. Should this project be awarded and the cost exceeds \$60,000, the wage rate decision must be adhered. The wage rate decision can be found in "Attachment E".
- f. A bid bond is required for responses greater than \$50,000.

## **4.0 SUMMARY OF WORK & SPECIFICATIONS**

### **A. Scope of Project**

1. The Contractor shall supply all supervision, perform all work, furnish all labor, tools, materials, equipment, and incidentals necessary to fully and properly perform all work as shown on the plans and described in the specifications. All construction and other work shall be completed in accordance with all governing codes and ordinances, with the best engineering and construction practices.
2. We request that your proposal be made in conformance with the guidelines contained in the specifications and on all plans.
3. The included plan has been provided to the City by Watermaster Irrigation.

### **B. Quality Assurance**

1. Contractors On-Site Responsibilities
  - a. The Contractor shall take all precautions necessary to protect all existing landscaping, sidewalks, buildings, utilities, etc., in the area where the work is being

done or that may be located adjacent to or across City property to the job site. The Contractor shall rebuild, restore, and make good at own expense, all injury and damage to same which may result from work being carried out under this contract.

- b. The Contractor shall take all necessary precautions to ensure the safety of any pedestrians during the demolition, construction, and clean-up operations.
  - c. Any utility and irrigation lines shown on plans are for design and construction information only. The depths of utility lines are not guaranteed. All underground lines are referenced from known surface structures. It is not implied that all existing public utility lines are shown on plan. The owner does not assume any responsibility for any public utilities that are not shown on plans. It is the Contractor's obligation to locate and familiarize himself with all utilities and to provide for their safety. Damage to utilities will be repaired at Contractor's expense.
  - d. The Contractor shall be responsible for the protection of unfinished work and shall be responsible for the safety of individuals who may access the area. The Contractor shall, at his own expense, to furnish and erect barricades, fences, lights, danger signs or signals and shall take such other precautionary measures for the protection of persons, property, and the work as may be necessary.
  - e. The Contractor shall be responsible for all damage to work due to the failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by the Contractor at his own expense.
  - f. The Contractor shall be responsible for removal, hauling, and disposal of all debris and unusable material from proposed construction area and designated sites as shown on plans and in specifications. The owner shall retain the right to any existing materials deemed to have value.
  - g. The contractor shall be responsible for NM ONECALL notifications and requests.
2. Product Delivery, Storage, and Handling
- a. The Contractor shall be responsible for the storage, security, and protection of all system materials once they are received by the Contractor.
  - b. Storage of materials not in use will be coordinated with the Public Works Director for an off-site secure storage area.
3. Clean-up
- a. Demolition debris shall be removed from the site prior to commencement of construction work.
  - b. Within three (3) days after final completion of the site, the Contractor shall clean, remove rubbish and temporary structures from the site. Contractor shall restore all adequately all property to its original integrity both public and private that has been damaged during the execution of work and leave the entire site of the work in a neat and presentable condition.
  - c. The Contractor shall clean up and dispose of all construction debris, including excavated rock material. The area shall be graded back into existing grade smoothly.
  - d. All spare parts or other pieces of equipment shall be turned over to the Owner following completion of the project.

4. Warranty

- a. The Contractor shall guarantee all labor and workmanship for a period of one (1) year from date of acceptance.

**5.0 QUALIFICATIONS OF BIDDERS**

To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. State of New Mexico Contractors License(s) number(s) and a copy of license(s).

**6.0 BID SECURITY**

- A. A Bid must be accompanied by Bid security made payable to City in an amount of 5% percent of Bidders maximum Bid price and in the form of a certified check, bank money order, or a Bid bond ("Attachment D") issued by a surety provided by a company authorized to do business in the State of New Mexico if the bid amount exceeds \$25,000.
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents and met other conditions noted in the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of the other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- C. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**7.0 INSURANCE**

Contractor must provide proof of current or ability to obtain liability insurance in the following areas and minimum amounts:

- A. Commercial General Liability - \$1,000,000
- B. Automobile Liability - \$1,000,000
- C. Umbrella - \$1,000,000
- D. Workers Compensation - \$1,000,000

**8.0 WAGE RATES**

In the event a bid is received and awarded for a project costing in excess of \$60,000, minimum wage rates on this project shall be determined by the NM Department of Workforce Solutions. The Wage Rate decision can be found in "Attachment E".

## 9.0 ITEMS REQUIRED UPON SUBMISSION OF BID

The following forms or documentation are required to be submitted by the respondent as part of their bid packet:

### Supplied in the City Bid Solicitation Packet

- a. Bid Form
- b. Campaign Contribution Form
- c. Resident/Veterans Preference Certification
- d. Options, Exceptions, or Variations Form
- e. Bid bond (Attachment D, if using this means of security and bid exceeds \$25,000)

### Provided by Respondent

- a. List of three references (minimum) for projects that have been successfully completed.
- b. Bid security, if not using bid bond
- c. Proof of insurance
- d. Proof of current contractor's license



**City of Lovington**

**Bid Form**

**HAROLD RUNNELS SOFTBALL COMPLEX IRRIGATION SYSTEM INSTALLATION**

**PROPOSAL # HRI-2018**

**DUE DATE: October 2, 2018**

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BID:** \_\_\_\_\_

**CALENDAR DAYS TO COMPLETE:** \_\_\_\_\_

The City of Lovington reserves the right to waive any irregularities an award, or not to award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

**SIGNATURE OF BIDDER:** \_\_\_\_\_

Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260

Deadline: October 2, 2018 by 10:00 a.m. (MST)

**OPTIONS, EXCEPTIONS, OR VARIATIONS  
CITY OF LOVINGTON, NEW MEXICO**

**FOR HAROLD RUNNELS SOFTBALL COMPLEX IRRIGATION SYSTEM INSTALLATION  
PROPOSAL # HRI-2018**

**DUE DATE: OCTOBER 2, 2018 at 10:00 a.m. (MST)**

Please state each and every option, exception, or variation to the specifications (if any) for the service(s) or item(s) offered. Please sign below and return with your offer.

1. THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS. \_\_\_\_\_  
Signature

2. THERE ARE NO OPTIONS, ETC. LISTED. The services offered on the Request for Sealed bids meet or exceed all specifications, terms, and conditions as described in said Request for Sealed Bids without exceptions. I understand services not meeting all specifications, terms, and conditions will be rejected and all costs will be borne by the seller.

\_\_\_\_\_  
Signature

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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** must file this form with that 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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.

**"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.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who 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 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.

**DISCLOSURE OF CONTRIBUTIONS:**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**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)



**Resident / Veterans Preference Certification**

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

**Veteran Resident Businesses:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

**Resident Businesses:**

- I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

**Resident Business/Veteran Business Certificate Number:**

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

**A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.**

**ATTACHMENT A**

**PROPOSED PLANS**







## ATTACHMENT B

ITEM/DESCRIPTION		QTY	U/M
<b>HEADS:</b>			
1806SAM RAINBIRD 6" 1800 SPRAYBODY	CHECK VALVE	67	EACH
R-VAN1724 RB ROTATOR NOZZLE ADJUSTABLE	17'-24'	67	EACH
TSA-500-TT 1/2" KBI SWING JOINT	GRAY PVC	67	EACH
I 20 04 NCV 1 20 ADJ & FULL ROTOR NO CHECK	SPRINKLER HEAD HUNTER	317	EACH
TSA-750- TT 3/4" KBI SWING JOINT	GRAY PVC	317	EACH
<b>VALVES:</b>			
ICV 151G 1.5" HUNTER VALVE THIRD W/ FLOW	ICV ELECTRIC SOLENOID BLACK	4	EACH
ICV 201G 2" HUNTER VALVE THIRD W/ FLOW	ICV ELECTRIC SOLENOID BLACK	23	EACH
VB10 10" ROUND VALVE BOX	8-7/16" DIAMETER x 10"	27	EACH
1051 10" ADS CORRUGATED PIPE	BLACK ROUND EXTENSION NON- PERF	30	FT
EBVS 030 3" ECNO BALL VALVE SLIP	WHITE W/ RED HANDLE	2	EACH
VB10 10" ROUND VALVE BOX	8-7/16" DIAMETER x 10"	2	EACH
1051 10" ADS CORRUGATED PIPE	BLACK ROUND EXTENSION NON- PERF	2	FT
FBPVBA 020 2" FEBCO 765 PRESSURE VACUUM	BREAKER BRASS BACKFLOW PVB	2	EACH
11ORB REPLICATED ROCK COVER RIVERBEND	39"L x 21"W x 21"H	2	EACH
603GN 48"x 24" INSULATED POUCH	GREEN	2	EACH
QB44RC10 1" QUICK CPLR VALVE YELLOW	COVER SINGLE LUG TWO PIECE QVC	4	EACH
TSA-1000-TT 1" KBI SWING JOINT	GRAY PVC	4	EACH
QCK 010 KEY SINGLE LUG 1M x 3/4F		2	EACH
HS 010 1" BRASS HOSE SWIVEL	1" FIPT x 1" MALE HOSE	2	EACH
<b>CONTROLLER/ WIRE:</b>			
ESP8LXME RAIN BIRD LX OUTDOOR MODULAR	CONTROLLER 8 STA BASE EXPAND	1	EACH
ESPLXMSM12RB 12- STATION MODULE		2	EACH

## ATTACHMENT B

WR2RFC RB WIRELESS RAIN/ FREEZE SENSOR		1	EACH
UF 141 RED 2500 UF 14 GAUGE x 2500' RED	IRRIGATION WIRE	4	EACH
UF 141 WHITE 2500 UF 14 GAUGE x 2500' WHITE	IRRIGATION WIRE	1	EACH

**PIPE:**

200 007 3/4" PVC 200 PSI PIPE	WHITE 20' BELLED END	4660	FT
200 010 1" PVC 200 PSI PIPE	WHITE 20' BELLED END	2660	FT
200 012 1-1/4" 200 PSI PVC PIPE	WHITE 20' BELLED END	2640	FT
200 015 1-1/2" PVC 200 PSI PIPE	WHITE 20' BELLED END	1140	FT
200 020 2" PVC 200 PSI PIPE	WHITE 20' BELLED END	1140	FT
200 025 2-1/2" PVC 200 PSI PIPE	WHITE 20' BELLED END	2360	FT
200 030 3" PVC 200 PSI PIPE	WHITE 20' BELLED END	1280	FT
40 010 1" PVC SCH 40 PIPE	WHITE 20' BELLED END	520	FT
40 030 3" PVC SCH 40 PIPE	WHITE 20' BELLED END	1720	FT
FITTING ESTIMATE	50%	1	EACH
40 040 4" PVC SCH 40 PIPE	WHITE 20' BELLED END	500	FT
705 QT QUART MEDIUM BODY FAST SET	CLEAR IPS WELD-ON BRAND	7	EACH
P68 QT QUART PRIMERCLEAR	IPS WELD- ON BRAND	7	EACH
TT 007 3/4" TEFLON TAPE x 520'		40	EACH
FLAGS 100 BUNDLE	ASSORTED COLORS	4	EACH

ORDER/ BID- WATERMASTER IS NOT

# HAROLD RUNNELS SOFTBALL FIELD IRRIGATION INSTALLATION

## CONTRACT AGREEMENT

This AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the City of Lovington, ("OWNER") and Accent Landscape Contractor's, Inc., ("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire AGREEMENT between OWNER and CONTRACTOR concerning the Work consist of the following:

- This AGREEMENT
- Exhibits to this AGREEMENT
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary, and Other Conditions)
- Project Specifications
- Bid Documents (Exhibit A)
- CONTRACTOR'S Bid Response (Exhibit B)
- The Certificate of Insurance
- All Addenda Issued Prior to, and all Modifications Issued after, Execution of this AGREEMENT.

These documents form the Contract, and all are as fully a part of the Contract, as if attached to this AGREEMENT, or repeated herein.

There are no Contract Documents other than those listed above in the Article 1. The Contract Documents may only be amended, modified or supplemented as provided in Section 12, General Conditions.

### ARTICLE 2 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

#### HAROLD RUNNELS SOFTBALL COMPLEX IRRIGATION INSTALLATION

and consisting of the following: See attached Exhibit A.



### **ARTICLE 3 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The date of commencement of the Work is the date established in the NOTICE TO PROCEED AS ISSUED BY THE OWNER. Substantial Completion shall be achieved not later than **XXXXXXXX** calendar days for the Base Bid Work, after the date of written "Notice to Proceed", except as hereafter extended by valid written Change Order, by the OWNER. Final Completion shall be achieved not later than **Fifteen (15)** calendar days after the date of Substantial Completion.

Should the CONTRACTOR neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the CONTRACTOR agrees, in partial consideration for the award of this Contract, to pay to the OWNER the amount of **Two Hundred Dollars (\$200.00)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of this Contract.

### **ARTICLE 4 - CONTRACT PRICE**

OWNER shall pay CONTRACTOR in current funds for performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Price determined as follows:

See CONTRACTOR'S Response, attached hereto as **Exhibit B** and incorporated by reference.

**TOTAL CONTRACT PRICE: \$XXXXX + NMGRT**

### **ARTICLE 5 - PROGRESS PAYMENTS**

Based upon Applications for Payment submitted in accordance with Article 14 of the General Conditions, the OWNER shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following receipt by the OWNER, of the undisputed Application, for Payment, one hundred percent (100%) of the portion of the Contract Price properly allocable to labor, materials, and equipment incorporated in the Work, and one hundred percent (100%) of the portion of the Contract Price 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 the OWNER; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, which shall be paid in accordance in Article 6 of this Contract.

Valid, undisputed payments, due and unpaid, under the Contract Documents shall bear interest from the date payment is due, at the legal rate established by Laws of 2001, Chapter 68, Section 5. Section 13-4-28, NMSA 1978.

### **ARTICLE 6 - FINAL PAYMENT**

Final payment, constituting the entire undisputed, unpaid balance of the Contract Price, shall be paid by the OWNER to the CONTRACTOR within ten (10) days after the OWNER verifies all incomplete and unacceptable Work that was noted during the Substantial Completion Inspection, and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed, a complete set of as-built plans are provided to OWNER, and a final Certificate for Payment has been issued.



## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

CONTRACTOR makes the following representations:

CONTRACTOR has studied and become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has studied and become familiar with the nature Section 3 of RFP 011215 and will comply with all requirements, conditions, and the scope of the project.

CONTRACTOR has given OWNER's Representative all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER's Representative is acceptable to CONTRACTOR.

## **ARTICLE 8 - GENERAL AND SPECIAL PROVISIONS**

The OWNER's Representative is James Williams, City Manager for the City of Lovington, New Mexico, who is hereinafter called OWNER's Representative and who is to act as OWNER's Representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER's Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

This AGREEMENT shall be governed exclusively by the provisions hereof, and by the laws of the State of New Mexico, as the same from time to time exist.

Terms used in this AGREEMENT, which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

As between the parties to this AGREEMENT: As to all acts or failures to act by either party to this AGREEMENT, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the OWNER's approval of the Final Certificate of Payment.

The CONTRACTOR shall hold harmless and indemnify the OWNER against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the CONTRACTOR.

This AGREEMENT shall not become effective until it is signed by all parties which are required to sign this AGREEMENT.

The CONTRACTOR and his agents and employees are independent CONTRACTORS, and are not employees of the City of Lovington. The CONTRACTOR and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Lovington, as a result of this AGREEMENT.

The CONTRACTOR, upon final payment of the amounts due under this AGREEMENT, releases the OWNER, his officers and employees, and the City of Lovington from all liabilities and obligations arising from or under this AGREEMENT, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the CONTRACTOR may incur.

The CONTRACTOR agrees not to purport to bind the City of Lovington to any obligation not assumed herein by the City of Lovington unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

**Notices.** All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as follows:

THE OWNER:

James Williams, City Manager  
City of Lovington  
214 S. Love Street  
P.O. Box 1268  
Lovington, NM 88260-4219

THE CONTRACTOR:

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as here in above provided.

**Gender, Singular/Plural.** Words of any gender used in this AGREEMENT shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

**Captions and Section Headings.** The captions and section headings contained in this AGREEMENT are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this AGREEMENT.

**Certificates and Documents Incorporated.** All certificates and documentation required by the provisions of this AGREEMENT shall be attached to this AGREEMENT at the time of Execution and are hereby incorporated by reference as though set forth in full in this AGREEMENT to the extent they are consistent with its conditions and terms.

**Severability.** If any clause or provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws effective during the term of this AGREEMENT, then and in that event it is the intention of the parties hereto that the remainder of this AGREEMENT shall not be affected thereby.

**Waiver.** No provision of this AGREEMENT shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be accorded with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

**Entire AGREEMENT.** This AGREEMENT represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This AGREEMENT incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this AGREEMENT, and all such conditions, understandings, and agreements have been merged into this written AGREEMENT. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written AGREEMENT.

**Interchangeable Terms.** For purposes of all provisions within this AGREEMENT and all attachments hereto, the terms "AGREEMENT" and "Contract" shall have the same meaning and shall be interchangeable.

**Words and Phrases.** Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

**Relationship of Contract Documents.** The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

A potential CONTRACTOR, or the CONTRACTOR, agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If CONTRACTOR fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have Executed two copies of this AGREEMENT. One counterpart each has been delivered to CONTRACTOR and OWNER's Representative. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER's Representative on their behalf.

CONTRACTOR

By: \_\_\_\_\_

NM Taxpayer Identification Number: \_\_\_\_\_

Federal Taxpayer Identification Number: \_\_\_\_\_

OWNER  
CITY OF LOVINGTON, NEW MEXICO  
a New Mexico Municipal Corporation

By: \_\_\_\_\_

James Williams, City Manager

ATTEST:

\_\_\_\_\_  
Anna Juarez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrick McMahon, City Attorney

**ATTACHMENT D**

**HAROLD RUNNELS SOFTBALL COMPLEX IRRIGATION SYSTEM INSTALLATION**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name – Include Location)

BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

Title

Title

## ATTACHMENT D

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**ATTACHMENT E**

STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division,  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
www.dws.state.nm.us

**Wage Decision Approval Summary**

1) Project Title: Harold Runnels Softball Complex Irrigation Installation  
Requested Date: 09/05/2018  
Approved Date: 09/06/2018  
Approved Wage Decision Number: LE-18-1507-B

**Wage Decision Expiration Date for Bids: 01/04/2019**

2) Physical Location of Jobsite for Project:  
Job Site Address: 1300 N. LOVE STREET  
Job Site City: LOVINGTON  
Job Site County: Lea

3) Contracting Agency Name (Department or Bureau): City of Lovington  
Contracting Agency Contact's Name: James Williams  
Contracting Agency Contact's Phone: (575) 396-2884 Ext. 303

4) Estimated Contract Award Date: 10/01/2018

5) Estimated total project cost: \$60,000.00  
a. Are any federal funds involved?: No  
b. Does this project involve a building?: No  
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
d. Are there any other Public Works Wage Decisions related to this project?: No  
e. What is the ultimate purpose or functional use of the construction once it is completed?: To install an automatic irrigations system for the softball complex.

6) Classifications of Construction:

<b>Classification Type and Cost Total</b>	<b>Description</b>
<b>General Building (B)</b> <b>Cost: \$60,000.00</b>	To install an automatic irrigation system at the Harold Runnels Softball Complex.

**Type "B" - GENERAL BUILDING**  
**Effective January 1, 2018**

	<b>Base Rate</b>	<b>Fringe Rate</b>	<b>Apprenticeship</b>
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/ Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
<b>Electricians-Outside Classifications</b>			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
<b>Inside Classifications</b>			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
<b>Sound Classifications</b>			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
<b>Laborers</b>			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
<b>Operators</b>			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
<b>Truck Drivers</b>			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

**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](http://WWW.DWS.STATE.NM.US). Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.**





STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://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.



STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT OF  
WORKFORCE SOLUTIONS  
Labor Relations Division  
121 Tijeras Ave NE, Suite 3000  
Albuquerque, NM 87102  
[www.dws.state.nm.us](http://www.dws.state.nm.us)

- 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/Labor-Information/Public-Works>.

## **CONTACT INFORMATION**

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