

# City of Lovington



## REQUEST FOR PROPOSALS

**POLICE BUILDING**

**PARKING LOT**

**AWNINGS**

**PROPOSAL**

**#2025-09**

**April 30th 2025**

**2:00 p.m. (MST)**

## SUBMIT PROPOSAL PROPOSALS TO:

**Leslie Boldt**

**Procurement Manager**

**For RFP 2025-009**

**City of Lovington**

**214 S. Love St.**

**Lovington, NM 88260**

**LEGAL NOTICE OF REQUEST FOR PROPOSALS  
LOVINGTON, NEW MEXICO**

**POLICE BUILDING PARKING LOT  
AWNINGS 213 S. LOVE STREET,  
LOVINGTON, NM  
DUE DATE:  
April 30th, 2025**

The City of Lovington, New Mexico, will accept sealed proposals with additional conditions listed in the Request for Proposal (RFP) available at City Hall, located at 214 S. Love St., Lovington, New Mexico. Proposals are due on April 30, 2025, at 2:00 p.m. (MST) for the awning addition to the Police parking lot at 213 S. Love Street, Lovington, New Mexico.

The Request for Proposal, 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 Grants Department, 214 S. Love St., Lovington, New Mexico 88260, Leslie Boldt at (575) 396-9302, [lboldt@lovington.org](mailto:lboldt@lovington.org)

David Miranda, City Manager

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**FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed Proposals, 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 specification.

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## **INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The Request for Proposal (RFP) aims to solicit sealed proposals to establish a contract through competitive negotiations to procure a new pre-engineered metal building (PEMB) awning that is to be constructed over the existing secured parking lot at the Lovington Police Department in Lovington, NM. No electrical, plumbing, or mechanical work is involved. The contractor will coordinate with the City of Lovington for all bidding requirements.

### **B. COMMODITY CODES**

**Effective July 1<sup>st</sup>, 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:**

| <b>5-DIGIT CODE</b> | <b>ITEM DESCRIPTION</b> |
|---------------------|-------------------------|
| 15553               | Parking Structures      |

## C. SCOPE OF PROCUREMENT

### POLICE DEPARTMENT-AWNING PROJECT

See attached plans.

***The resulting contract will be one award.***

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

## D. SPECIAL NOTES

This project has an NM Department of Workforce Solutions Wage Rate decision. The wage Decision number is LE-25-0554-A. Please refer to the attached wage rate decision for the prevailing rates assigned to this project.

## E. PROCUREMENT MANAGER

The City of Lovington has assigned a Procurement Manager who is responsible for the conduct of this procurement, whose name, telephone number, and e-mail address are listed below:

Name: Leslie Boldt, Procurement  
Manager Phone: (575) 396-9302  
Email: lboldt@lovington.org

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. **Offerors may contact ONLY the Procurement Manager** regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the city regarding this procurement.
2. **Protests of solicitation or award must be submitted in writing to the Protest Manager identified as Melissa Boydston.** As a Protest Manager has been named in this Request for Proposals, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

**F. CONDITIONS GOVERNING THE PROCUREMENT**

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

**1. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere to the following schedule:

| <b>Action</b>                           | <b>Responsible Party</b>  | <b>Due Dates</b> |
|-----------------------------------------|---------------------------|------------------|
| 1. Issue RFP                            | City of Lovington         | April 1          |
| 2. Pre-Proposal Conference              | City of Lovington         | April 14         |
| 3. Deadline to submit Written Questions | Potential Offerors        | April 16         |
| 4. Response to Written Questions        | Procurement Manager       | April 18         |
| <b>5. Submission of Proposal</b>        | <b>Potential Offerors</b> | <b>April 30</b>  |
| 6.* Proposal Evaluation                 | Evaluation Committee      | May 14           |
| 8.* Selection of Finalists              | Evaluation Committee      | May 16           |
| 9.* Commission Agreements               | Agency/Finalist Offerors  | May 19           |
| 10.* Contract Awards                    | Agency/ Finalist Offerors | June 5           |
| 11.* Protest Deadline                   | SPD                       | June 3           |

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without requiring an RFP amendment.

**2. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the Sequence of Events shown above.

**1. Issue RFP**

This RFP is being issued on behalf of the City of Lovington.

**2. Pre-Proposal Conference**

A pre-proposal conference will be held in person on April 14<sup>th</sup> at 11:00 am at Lovington City Hall, 214 South Love Street, Lovington, NM 88260. For any inspection of the proposed areas, please contact that department in advance.

**Potential Offeror(s) are encouraged to submit written questions to the Procurement Manager**

**before the conference.** The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept with the names of potential Offeror(s) who attended the pre-proposal conference.

*Attendance at the pre-proposal conference is highly recommended but not a prerequisite for proposal submission.*

### **3. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 10:00 am MST/MDT as indicated in the Sequence of Events. All written questions must be addressed to the Procurement Manager. Questions shall be clearly labeled, and the Section(s) in the RFP or other document that forms the question's basis shall be cited.

### **4. Response to Written Questions**

Written responses to the questions will be provided via e-mail on or before the date indicated in the Sequence of Events.

An electronic version of the Questions and Answers will be posted to <https://www.lovington.org>

### **5. Submission of Proposal**

At this time, only **hard copies** of the proposal submission are allowed. **Do not** submit electronic versions. ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MST/MDT **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

*It is the Offeror's responsibility to ensure all documents are complete.*

**NO LATE PROPOSAL CAN BE ACCEPTED.**

### **6. Proposal Evaluation**

An Evaluation Committee will evaluate proposals. This process will occur as a Sequence of Events, depending on the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals to clarify aspects of the proposals. However, proposals may be accepted and evaluated

without such debate. The Offerors SHALL NOT initiate discussions.

## **7. Selection of Finalists**

The Evaluation Committee will select finalists, and the Procurement Manager will notify the final Offerors according to the Sequence of Events or as soon as possible thereafter. Finalists are chosen based on the completeness of all requested documentation, the cost proposals, the proposed timelines and outlines, project knowledge, on-site inspections or communication with department heads, business history and references, and evaluations of past completed projects.

## **8. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), considering the evaluation factors outlined in this RFP, as per Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. If mutually agreeable terms cannot be reached by the apparent most advantageous Offeror in the specified timeframe, in that case, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **9. Protest Deadline**

Any protest by an Offeror must be submitted in a timely manner and in accordance with §13-1-172, NMSA 1978, as well as applicable procurement regulations. Since a Protest Manager has been appointed in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and on time will be deemed correctly submitted under the statute, rules, and this Request for Proposals. The 15-calendar day protest period shall commence on the day following the notice of award of contract(s) and will conclude at 5:00 pm MST/MDT on the 15th day. Protests must be in writing and include the protestor's name and address, as well as the request for proposal number. Additionally, it must contain a statement of the grounds for protest, including appropriate supporting exhibits, and specify the ruling requested from the party listed below. The protest must be delivered to:

Protest Manager: Melissa Boydston

Protest Manager's e-mail address: [MBoydston@lovington.org](mailto:MBoydston@lovington.org)



## G. PROPOSAL SUBMISSION

*Submissions of all proposals must be accomplished by mail or hand-delivered Proposals.*

### INSTRUCTIONS TO RESPONDENTS

1. **Ensure that the envelopes are mailed or delivered before opening.**
2. **Proposals must be submitted in sealed envelopes. On the upper left-hand corner of each envelope, please include the following information: the name and address of the Respondent, the date and time of the opening, and the title of the proposal.**
3. When required, samples of items must be furnished free of expense prior to the opening of Proposals. If not destroyed, they will be returned to the Respondent at its expense upon request. A copy of the warranty must be included with the proposal and for the maximum amount the manufacturer provides if the goods are warrantable.
4. Proposals mailed or delivered before opening must include the information specified in Item 1 above. They must be sent to the Procurement Manager for 2025-08 at 214 South Love, Lovington, New Mexico, 88260. This information must be clearly marked on all exterior packaging.
5. All prices must be stated in the specified units or quantities, including packing and delivery charges
6. The time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should state so.
7. Proposals must be made out and signed in the corporate or other name of Respondent and fully and properly executed by an authorized person.
8. Proposals must be submitted using the attached proposal price submission form.
9. Any prices related to exceptions must also be included with the proposal and secured (stapled, bound, or otherwise). Additionally, any alternatives offered by the Respondent other than those requested will not be accepted.
10. Proposals received later than the time and date specified will not be considered.
11. Amendments to or withdrawals of Proposals received later than the time and date set for proposal opening will not be considered.

12. Respondents or their representatives may be present at the proposal opening.
13. The Chief Procurement Officer reserves the right to amend and/or cancel the proposal invitation before the opening date.
14. The Chief Procurement Officer reserves the right to correct any proposal awarded erroneously due to a clerical error on the part of the City of Lovington.
15. Respondents and/or vendors doing business with the City of Lovington must comply with the Federal Civil Rights Act of 1964 and Title VII. Rev., 1979.
16. Respondents seeking Resident Preference at proposal openings **must** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

They must also obtain approval and a certification form before the proposal opens. Requests for consideration of Resident Business or Contractor Preference submitted after the proposal opening will not be accepted.

To ensure adequate consideration and application of §13-1-21, NMSA 1978 (as amended), Offerors

**A. New Mexico Business Preference**

A copy of the certification must accompany Offeror's proposal.

**B. New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

**A business cannot be both a resident business preference and a resident veteran business preference.**

17. All contracts solicited through competitive sealed proposals for the City of Lovington must have proposal amounts that exclude the applicable state gross receipts tax. Since the City of Lovington is responsible for paying this tax, all payment requests must include a separate line item on each invoice that indicates the amount of the applicable tax (13-1-108).
18. **All applicable gross receipts tax rates charged to the City of Lovington will be determined by the current City of Lovington rate at the time the project takes place. Respondents and/or vendors must report the gross receipts tax charged to the City of Lovington to the New Mexico Taxation and Revenue Department and adhere to New Mexico Tax and Revenue destination-based reporting requirements.**
19. Any equipment supplied to the City of Lovington must adhere to all requirements and standards set forth by the federal government's Occupational Safety and Health Act of 1971. All guards,

protectors, and appropriate markings must be in place prior to delivery. Items that do not meet OSHA specifications will be rejected. The supplier may be required to provide training to municipal employees on the operation and maintenance of this equipment, at their own expense and at a time that is convenient for the City of Lovington.

20. **All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. MARCH 2024). Failure to do so may cause the proposal to be rejected by the City of Lovington.**

## **I. PROPOSAL OPENING PROCEDURES**

1. The City of Lovington maintains the right to reject any and all Proposals, waive any informalities in the Proposals, and, unless otherwise specified by the Respondent, accept any item included in the proposal.
2. In case of an error in the proposal's price extension, the unit price will govern.
3. Any discount offered will be calculated from the delivery date or from the date a correct bill is rendered on an appropriate voucher form and certified by the contractor, whichever date is later.
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. These specifications describe the minimum requirements. All portions not specifically mentioned that are required for the project's completion shall conform in design, strength, quality of material, and workmanship to the highest standards of engineering practice.
6. Proposals will be opened and read aloud at precisely the time, date, and place stipulated in the Request for Proposals and in the legal notice published in the newspaper.
7. Proposals will be opened and read aloud to whoever is present at the scheduled time and place.
8. The City Manager and/or his designated representative and the appropriate department or committee will evaluate each proposal. The Respondent is to provide complete specifications. The Project Manager will determine acceptable exceptions to specifications with the aid of the appropriate department head.
9. The Project Manager and the department or committee will make a decision on any point needing clarification.
10. The Project Manager and the department or committee will determine the apparent low Respondent, meeting specifications.
11. Respondents should keep in mind that the initial low response received during the proposal opening may not necessarily indicate which proposal will be ultimately selected for the award.

The successful respondent will be determined by evaluating which product best meets the City's interests, taking into account factors such as price, product quality, safety, and delivery.

12. Do not submit alternate Proposals unless instructed to do so, as they will not be considered.
13. Notice is hereby given that the City Commission reserves the right to reject any and all Proposals received. In cases of ambiguity or lack of clarity, the Commission retains the authority to determine the best proposal, reject any proposal, or waive irregularities and technicalities.
14. Any requested literature and one complete copy of the proposal must be submitted with the proposal, unless stated otherwise in the Request for Proposal.
15. All Proposals must be valid for a minimum of 90 days after proposal opening unless otherwise stated in the proposal sheet by the individual respondent.
16. All businesses operating within the municipal limits of Lovington must be licensed by the city.
17. This procurement is conducted at the discretion of the contracted vendor on behalf of the City of Lovington, its departments, and other entities as permitted by law.
18. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any proposal or proposal on construction or public works projects in excess of \$60,000.00. In addition, all proposers shall comply with Federal wage rates on applicable projects.
19. **In accordance with 13-1-146 NMSA Annotated, proposers or offerors for construction contracts exceeding \$25,000 are required to provide proposal security or a bond. This proposal security or bond must be equal to at least 5% of the total proposal. Acceptable forms of proposal security include a bond issued by a surety company authorized to operate in the state of New Mexico or an equivalent amount in cash.**
20. According to 13-4-13.1 NMSA Annotated, to submit a proposal valued at over sixty thousand dollars (\$60,000) in response to a request for proposals, or to be eligible for the award of any part of a public works project exceeding sixty thousand dollars (\$60,000) that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor—whether acting as a prime contractor or otherwise—must be registered with the Labor and Industrial Division of the Labor Department.

21. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a proposal shall in his proposal 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 each subcontractor will do. The contractor shall list only one subcontractor for each category as defined by the contractor in his proposal. (B) A proposal submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive proposal that a using agency shall not accept.
22. 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 proposal was received or that only one proposal 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 a violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.

## **J. CONTRACT PROCEDURES**

The contract between the city and a contractor will follow the format specified by the City and contain the terms and conditions outlined in the Draft Contract. However, the City reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

Should an Offeror object to any of the terms and conditions outlined in the RFP Draft Contract strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are unacceptable to the City and will disqualify the Offeror's proposal.

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

If an Offeror does not propose any alternate terms and conditions during the procurement process (the RFP process before selection as the successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation phase. Failing to propose alternate terms and conditions during the procurement process (the RFP process before selection as the successful Offeror) signifies the Offeror's explicit acceptance of the contractual terms and conditions contained herein.

### **1. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

### **2. Contract Deviations**

Any additional terms and conditions that may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror) will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **K. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror to clarify the response.
3. Responsive proposals will be evaluated based on the completeness of all requested documentation; cost proposals (60), proposed timelines and outlines (10), project knowledge (10), business history and references (10), and evaluations of past completed projects (10). Each of these factors has been assigned a combined point value of 100. The responsible Offerors with the highest scores will be selected as the final Offeror based on the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offeror whose proposal is most advantageous, taking the Evaluation Factors into consideration, will be recommended for the award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection, regardless of the overall score.



## CHECKLIST

### PLEASE INCLUDE THE FOLLOWING IN THIS ORDER

**Proposal Cost Form**

The person authorized to obligate the company must complete and sign the form.

**Proposal Narrative**

The proposal narrative should include the evaluation criteria as listed above.

**Campaign Contribution Disclosure Form**

The Respondent (Bidder) must submit a signed, unaltered Campaign Contribution Disclosure Form with their proposal, regardless of whether an application contribution has been made.

**Debarment/Suspension Form**

The Respondent must complete the Debarment/Suspension Form and submit a signed copy with the Respondent's proposal.

**Certificate of Insurance**

The Respondent must include the current certificate(s) of insurance.

**Verification of Workforce Solutions registration**

The Respondent must include the current certificate or verification.

**Verification of Contractor License in the State of New Mexico** <https://www.rld.nm.gov/>

**W-9 Form:** The Respondent must include a completed W-9 form. For the IRS link to the current form and instructions, visit: <http://www.irs.gov/forms-pubs/about-form-w-9>

**Resident Business or Resident Veterans Preference:** Respondents must include a copy of their preference certification in this section to ensure adequate consideration and application of NMSA 1978 13-1-21 (as Amended).

**Hold Harmless/Indemnity Agreement**

**Company References (3)** Respondents must include three references.

**Response to Contract Terms and Conditions:** All commercial, technical, legal, or other conditions or exceptions related to the proposal must be clearly stated. Respondents should understand that any conditions or exceptions are made at their own risk, and the City reserves the right to reject proposals that include unacceptable conditions or exceptions. Respondents should use this section to discuss the guarantees and warranties they will offer to the city and the levels of risk they are willing to assume.

**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 the City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the 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.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Company Name: \_\_\_\_\_

## 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), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled 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 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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 a 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 [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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:** \_\_\_\_\_

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

---

(Attach extra pages if necessary)

Signature: \_\_\_\_\_ Title:

\_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Company Name:

\_\_\_\_\_

Title (position)

\_\_\_\_\_

--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: \_\_\_\_\_ Title:

\_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Company Name:

\_\_\_\_\_

Title (position)

\_\_\_\_\_



**City of Lovington**

**Cost Proposal  
Form  
Police Awning Project  
Remodel**

**DUE DATE April 30<sup>th</sup>, 2025**

**NAME OF OFFEROR:** \_\_\_\_\_

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

\_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

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

**NM CONTRACTORS LICENSE #:** \_\_\_\_\_

**TOTAL PROPOSAL:** \_\_\_\_\_

The City of Lovington reserves the right to waive any irregularities in the awarding process or decide not to award an award to protect the city's best interests. The City is not liable for the loss or misplacement of proposal submissions. Offerors are required to use this form. A signature is mandatory and signifies the offeror's agreement to the terms outlined in this document.

**SIGNATURE OF OFFEROR:** \_\_\_\_\_

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

Deadline April 30th, by 3:00 p.m. (MST)

Please attach additional sheets and information as necessary.

**\*\*OPTIONS, EXCEPTIONS, OR VARIATIONS\*\***

**\*\*CITY OF LOVINGTON, NEW MEXICO\*\***

**\*\*FOR PUBLIC SAFETY BUILDING REMODEL\*\***

**\*\*DUE DATE: April 30th, at 3:00 p.m. (MST)**

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

1. **\*\*THERE ARE OPTIONS, EXCEPTIONS, OR VARIATIONS:\*\***

\_\_\_\_\_  
Signature

2. **\*\*THERE ARE NO OPTIONS, EXCEPTIONS, OR VARIATIONS LISTED:\*\***

The services offered in response to the Request for Sealed Proposals meet or exceed all specifications, terms, and conditions described in the Request for Sealed Proposals without exceptions. I understand that services not meeting all specifications, terms, and conditions will be rejected, and the seller will bear all costs.

\_\_\_\_\_  
Signature

**DEBARMENT/SUSPENSION CERTIFICATION FORM**

**THE FOLLOWING MUST BE CERTIFIED IF THIS PROCUREMENT IS \$60,000 OR GREATER**

**CONFLICT OF INTEREST**

No elected official or employee of City of Lovington has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any City of Lovington elected official or employee, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made.

**DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with any federal entity, state agency or local public body. The Vendor agrees to provide immediate notice to the City of Lovington Procurement Officer in the event of being suspended, debarred, or declared ineligible by any entity (federal, state, or local), or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

**CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST AND DEBARMENT/SUSPENSION STATUS requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Company Name: \_\_\_\_\_



**COMPANY REFERENCES (3)**

The City of Lovington, as a part of the RFP process, requires Offerors to list a minimum of three (3) references in their proposals. The purpose of these references is to document the Offeror's experience. Detailed Scope of Work to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

|                                                   |  |
|---------------------------------------------------|--|
| <b><u>Contact name and title/position</u></b>     |  |
| <b><u>Contact telephone number(s)</u></b>         |  |
| <b><u>Contact e-mail address</u></b>              |  |
| <b><u>Project description</u></b>                 |  |
| <b><u>Project dates (start and end dates)</u></b> |  |

**Scope of Work for the project that you provided:**

|                                                   |  |
|---------------------------------------------------|--|
| <b><u>Contact name and title/position</u></b>     |  |
| <b><u>Contact telephone number(s)</u></b>         |  |
| <b><u>Contact e-mail address</u></b>              |  |
| <b><u>Project description</u></b>                 |  |
| <b><u>Project dates (start and end dates)</u></b> |  |

**Scope of Work for the project  
that you provided:**

|                                                   |  |
|---------------------------------------------------|--|
| <b><u>Contact name and title/position</u></b>     |  |
| <b><u>Contact telephone number(s)</u></b>         |  |
| <b><u>Contact e-mail address</u></b>              |  |
| <b><u>Project description</u></b>                 |  |
| <b><u>Project dates (start and end dates)</u></b> |  |

**Scope of Work for the project  
that you provided:**



**City of Lovington**  
**214 S. Love Street Lovington NM 88260**  
**Agreement Cover Page**

|                                                                                      |
|--------------------------------------------------------------------------------------|
| <b>Awarded Vendor:</b><br><br><br><b>Email:</b> _____<br><b>Telephone No.:</b> _____ |
|--------------------------------------------------------------------------------------|

Agreement Number: \_\_\_\_\_  
Payment Terms: **Net 30** F.O.B.:

|                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ship To:</b><br><br><br><br><br><b>Invoice:</b><br><br><br><br><br><b>For questions regarding this agreement please contact:</b> |
|-------------------------------------------------------------------------------------------------------------------------------------|

Title: City Manager

The attached Agreement is made subject to the “terms and conditions” as indicated.

City of Lovington 214 South Love Street, Lovington, NM 88260 (575) 396-2884 <https://www.lovington.org/>



Agreement No.

THIS Agreement (“Agreement”) is made by and between the City of Lovington, hereinafter referred to as the “City,” and \_\_\_\_\_ hereinafter referred to as the “Contractor,” collectively referred to as the “Parties.”

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City of Lovington; and

WHEREAS, all terms and conditions of the RFP# \_\_\_\_\_ and the Contractor’s response to such document(s) are incorporated herein by reference; and  
NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

**Scope of Work.**

The Contractor shall perform the work as described:

**Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined, less retainage, if any.

**The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT).**

**Payment.**

The total compensation under this Agreement shall not exceed the amount specified, \_\_\_\_\_, which includes New Mexico gross receipts tax. This figure represents a maximum limit and does not guarantee the work assigned. Payment shall be made upon acceptance of each Deliverable and the receipt and acceptance of a detailed, certified Payment Invoice. The City shall tender payment to the Contractor within thirty (30) days of the date of written certification of acceptance. All Payment Invoices must be received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices submitted after this deadline will not be paid.

### **Taxes.**

The Contractor will be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding any interest or penalties imposed on the Contractor by any authority. PLEASE NOTE THAT NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE. The responsibility for paying taxes on any money received under this Agreement rests solely with the Contractor, who should report it under their Federal and City tax identification number(s). The Contractor and all subcontractors must pay all Federal, City, and local taxes applicable to their operations and to any individuals employed by the Contractor. The Contractor shall ensure that all subcontractors hold the City harmless from any responsibility for taxes, damages, interest, if applicable, and contributions required under Federal and/or City and local laws and regulations, as well as any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

### **Retainage.**

**The City shall retain 20% of the fixed-price Deliverable cost as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the Final Required Signatory and shall end on **(DATE)** unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The City reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the terms of the request for proposals if this contract was based on a request for proposals.

### **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice: City Opportunity to Cure.

1. Except as otherwise provided in subparagraph A of this Clause and the Appropriations Clause of this Agreement, the City shall give the Contractor written notice of termination at least thirty (30) days before the intended termination date.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify

all the City's material breaches of this Agreement upon which the termination is based and (ii) City what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

### **Status of Contractor.**

The Contractor and its agents and employees are independent contractors providing professional or general services for the City and are not employees of the City of Lovington. The Contractor and its agents and employees shall not accrue leave, retirement benefits, insurance, bonding privileges, use of City vehicles, or any other benefits granted to employees of the City of Lovington as a result of this Agreement. The Contractor acknowledges that the Contractor must report all sums received hereunder for tax purposes, including but not limited to self-employment and business income tax. The Contractor agrees not to claim authority to bind the City of Lovington unless the Contractor has express written permission to do so, and then only within the strict limits of that permission.

**Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with \_\_\_\_\_ this offer submitted to the City Purchasing Agent or agency or entity.

**Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the \_\_\_\_\_ parties.

**Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Dept. and the City of Lovington may procure the goods or Services from another source and hold \_\_\_\_\_ the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City and the City of Lovington may also seek all other remedies under the terms of this Agreement and under law or equity.

**Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such

compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

### **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Dept. and the City of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City and the Risk Management Division of the New Mexico General Services Department by certified mail.

### **Default and Force Majeure.**

The City reserves the right to cancel all or any part placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the City or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

### **Assignment.**

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

### **Commercial Warranty.**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other Clause of this

Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**Condition of Proposed Items.**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

**Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the City of Lovington from all liabilities, claims and obligations arising from or under this Agreement.

**Confidentiality.**

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

**Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City or entity; and (5) the Contractor's response to the request for proposals.

**Inspection of Services.**

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

City Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

- C. The City Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the City Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements of this Agreement, the City Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the City Purchasing Agent or other party to this Agreement may:
  - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
  - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City Purchasing Agent or other party to this Agreement may:
  - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the City Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or
  - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITYPARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By:  
David Miranda, City Manager  
City of Lovington

Date:

By:  
[Insert Contractor Name, Title]  
[Company Name]

Date:

Approved for legal sufficiency:

By:  
[Insert City General Counsel Name], General Counsel  
[Insert City Name]

Date:

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

BTIN: \_\_\_\_\_

This Agreement has been approved by the Project Manager:

By:  
Project Manager  
City of Lovington

Date:





## 2025 SUBSISTENCE, ZONE, AND INCENTIVE PAY RATES

All contractors are required to pay subsistence, zone, and incentive pay according to the particular trade

### Asbestos workers or heat and frost insulators

- (1) Zone 1 shall consist of the area lying within the city limits of a circle whose radius is 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$0.00 per day.
- (2) Zone 2 shall consist of Los Alamos county - \$40.00 per day if not furnished a company owned vehicle.
- (3) Zone 3 shall consist of the area lying beyond a circle whose radius is over 66 miles from the city hall in Albuquerque or the city hall in El Paso - \$85.00 per day.

### Boilermakers/Blacksmiths

- (1) Per diem is calculated from city hall of the dispatch city or the employee's home address, whichever is closer to the job location,
- (2) Per diem is \$55.00 per day for travel between 70 and 120 miles and \$85.00 per day for travel over 120 miles.

### Bricklayers

- (1) For Albuquerque area contractors, the starting point shall be at the intersection of I-40 and I-25 and shall continue to the job site. All other areas, the starting point shall be the employer's main office address.
- (2) Between 50 and 75 miles from the starting point, \$35.00 per day.
- (3) 76 or more miles from the starting point, \$55.00 per day.
- (4) All covered refractory work over 75 miles from the intersection of I-40 and I-25, \$80.00 per day.

### Cement Masons

- (1) For employees who travel to Santa Fe from Albuquerque or vice versa, \$20.00 per day.
- (2) In all other work performed more than 50 miles from the employer's main office, \$50.00 per day.
- (3) Mutually agreed-upon lodging or transportation paid for by the employer will substitute for subsistence pay.

## Drywall Finishers and Tapers

- (1) All zones are measured from the Albuquerque City Hall.
- (2) Up to 70 miles is a free zone.
- (3) Between 71 and 100 miles shall be paid \$30.00 expense allowance per day worked.
- (4) Over 101 miles shall be paid \$80.00 expense allowance per day worked.
- (5) Employees who travel from Santa Fe to Albuquerque will be paid \$30.00 per day or other mutually agreed upon lodging or transportation.
- (6) An area within a 50-mile radius of the address where an employee permanently resides at the time of hire, outside of Santa Fe or Albuquerque, shall be a free zone.
- (7) When the employer pays for the hotel for out-of-town work, the employee shall receive \$30.00 per day for expenses. Each room shall not house more than two people per room.

## Electricians (inside classifications)

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.

- (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
  - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) Commuting time to and from a job site at the beginning and end of each workday is not compensable. However, if workers are required to report to the shop at the start of the day or return to the shop at the end of the day, then that time spent traveling is compensable. Similarly, time spent traveling from job to job is compensable. In both cases, workers shall be paid for the time spent traveling and shall be furnished transportation by the employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### Electricians (outside classification)

Zone 2: \$50.00 per diem to be paid for work 30 miles outside of Santa Fe and 60 miles outside of Albuquerque. No per diem in Los Alamos County.

### Glaziers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses; or
- (2) Pay \$100.00 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 50-mile radius from their residence or the employer's shop, whichever is closer to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 50-mile radius, plus their regular rate of pay for travel time.

### Ironworkers

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.

- (2) If travel is within Santa Fe County, travel time shall be paid at \$3.00 per hour.

## Laborers

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
  - (a) Work travel over 70 miles from the union halls of Albuquerque, Espanola, Farmington, or Las Cruces shall be paid at \$7.00 per hour in travel pay, not to exceed 10 hours per day;
  - (b) If an overnight stay is necessary, the employer shall pay \$40.00 per day for meals, in addition to travel pay.
- (3) Type H – no zone subsistence pay:
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging with no more than two people in a room in areas where overnight stays are necessary, subsistence rates do not apply.

## Millwrights

- (1) All zone pay shall be calculated from the address of the city hall of the respective dispatch point using the "shortest route" filter on Google Maps.
- (2) Zone 1: Work traveled up to 45 miles from the city hall of the respective dispatch points is a free zone.
- (3) Zone 2: Work traveled between 45 miles and 100 miles shall be compensated at \$4.00 per hour above base wage.
- (4) Zone 3: Work traveled 101 miles or more shall be compensated at \$6.00 per hour above base wage.
- (5) If employer fails to provide suitable lodging, employer shall pay \$110.00 per diem.
- (6) If an employee's principal place of residence is within 45 road miles from the project, no subsistence or travel time shall be paid.

## Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:

- (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
- (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond from the following base points or the employee's home:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.
  - (b) Zone and subsistence for Albuquerque, Santa Fe, and Farmington are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$50.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$100.00 per day.
  - (c) Zone and subsistence for Los Alamos County, \$100.00 per day. This takes precedence over the 50-mile radius for Santa Fe zone and subsistence.
  - (d) If an employer provides the employee transportation and mutually agreeable suitable lodging in area where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

## Painters

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer does not provide lodging, employer shall pay \$100 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 60-mile radius from their residence or the employer's shop, whichever is closest to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 60-mile radius, plus their regular rate of pay for travel time.

## Paper hangers

- (1) When out-of-town travel is required, the employer shall provide suitable lodging with no more than two people per room and \$30.00 per day for expenses.
- (2) When out-of-town travel is required and employer does not provide lodging, employer shall pay \$100.00 per day for expenses, plus their regular rate of pay.
- (3) Employees required to use a personal vehicle for travel to a jobsite beyond a 50-mile radius from their residence or the employer's shop, whichever is closer to the job, shall be compensated at the current IRS rate for actual mileage incurred beyond the 50-mile radius, plus their regular rate of pay for travel time.

## Plasterers

- (1) Employees who travel from Albuquerque to Santa Fe should be compensated at \$20.00 per day.
- (2) Except for employees who travel from Santa Fe to Albuquerque, work travel 75 miles or more from the employer's office over the most typically traveled route should be compensated at \$5.00 per hour and capped at \$40.00 per day.

## Plumbers and pipefitters

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.

## Roofers

Work travel requiring an overnight stay should be compensated at \$35.00 per day for food. Employer should provide and pay for a suitable hotel. When employees are assigned to jobs located 60 or more miles from the employer's place of business, transportation to and from the job site must be provided.

## Sheet metal workers

- (1) Subsistence will be paid in any area outside the employer's home zone unless the jobsite is within 90 miles, by most direct regularly traveled route, of an employee's principal place of residence. In which case the employer will not be required to pay subsistence to that employee while working on the jobsite.
- (2) If an overnight stay is required, \$120.00 subsistence will be paid for each day worked outside of the employer's home zone.

- (3) No subsistence pay is required should employer decide to cover room costs at a suitable location and no more than two workers are in a room.
- (4) Zone 1: any are within an employer's home zone. An employer's home zone shall consist of 90 miles by most direct regularly traveled route from the main post office in the municipality of the employer's primary place of business, and including Los Alamos and Espanola, regardless of mileage.
- (5) Zone 2 (Industrial):
  - (a) Industrial work will be defined as all new construction work performed on the following types of facilities: electrical generation plants, co-generation plants 50 megawatts and over, refineries, natural and LP gas plants, mills, mines, and concentrators. Maintenance and retrofit work are excluded.
  - (b) The minimum rate of pay for all work described in subsection (a) of this section will be as indicated under zone 3 of the public works prevailing wage rates in 11.1.2.20 NMAC.
- (6) Zone 3 (Los Alamos):
  - (a) All work on Los Alamos National Laboratory property, and all prevailing wage work within the county of Los Alamos.
  - (b) The minimum rate of pay for all work described in subsection (a) of this section will be indicated under zone 3 of the public works prevailing wage rates in 11.1.2.20 NMAC.
- (7) Travel:
  - (a) All time spent traveling during the regular workday will be considered time worked and will be paid at the zone 1 rate of pay, provided such travel is directed by the employer. Travel before or after the regular workday will not be considered time worked and will not be paid unless required by federal or state law. If required by law, all time spent traveling outside the regular workday will be paid at the overtime rate of time and a half times two thirds the regular zone 1 rate of pay.
  - (b) If an employer send an employee to perform work outside the territorial jurisdiction of the United States or Canada, travel pay and subsistence arrangements shall be negotiated locally.

## Soft floor layer

- (1) Zone 1: Base pay for an area within a 30-mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone 1.

- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30-mile radius that encompasses the free cities of Albuquerque, Santa Fe, or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

### Sprinkler fitters

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$23.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$33.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$125.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.



# 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.
- 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.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Phone: 505-841-4400  
Fax: 505-841-4424



## **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.
- 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 pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

## **Additional Information**

Reference material and forms may be found in the 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.

**PRIME DESIGN PROFESSIONAL:**

**STRUCTURAL ENGINEER:**

LAMB ENGINEERING & DESIGN  
2805 BANNOCK DR.  
(575)396-5377  
daniel@lamb-eng.com

**PROJECT DESCRIPTION**

A NEW PRE-ENGINEERED METAL BUILDING (PEMB) AWNING IS TO BE CONSTRUCTED OVER THE EXISTING SECURED PARKING LOT AT THE LOVINGTON POLICE DEPARTMENT IN LOVINGTON, NM. THE NEW PEMB AWNING COLUMNS WILL BE PLACED ON CONCRETE PEDESTALS SITTING ABOVE THE ADJACENT FINISHED SURFACED AS SHOWN IN PLANS. NO ELECTRICAL, PLUMBING OR MECHANICAL WORK IS INVOLVED. THE CONTRACTOR WILL COORDINATE WITH THE CITY OF LOVINGTON FOR ALL BIDDING REQUIREMENTS.

**PROJECT CODE ANALYSIS**

ALL WORK IS TO BE IN COMPLIANCE WITH STATE AND LOCAL BUILDING CODES, FIRE DEPARTMENT REGULATIONS, UTILITY COMPANY STANDARDS, THE LATEST VERSION OF ACCESSIBILITY STANDARDS AND THE BEST TRADE PRACTICES.

**BUILDING CODE**

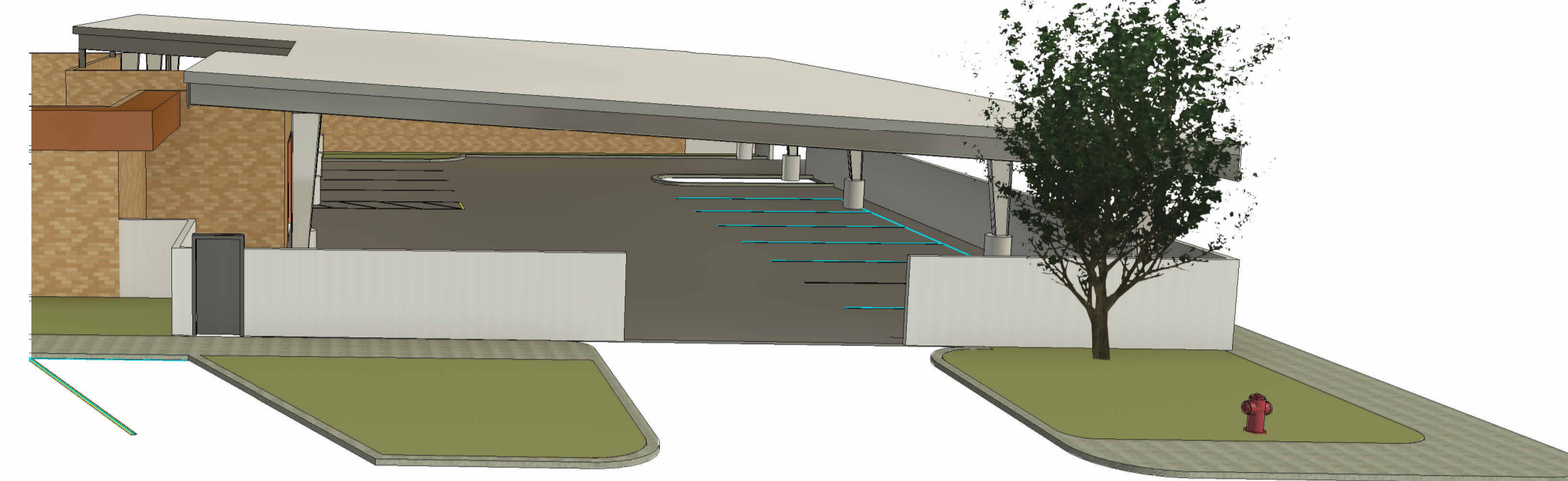
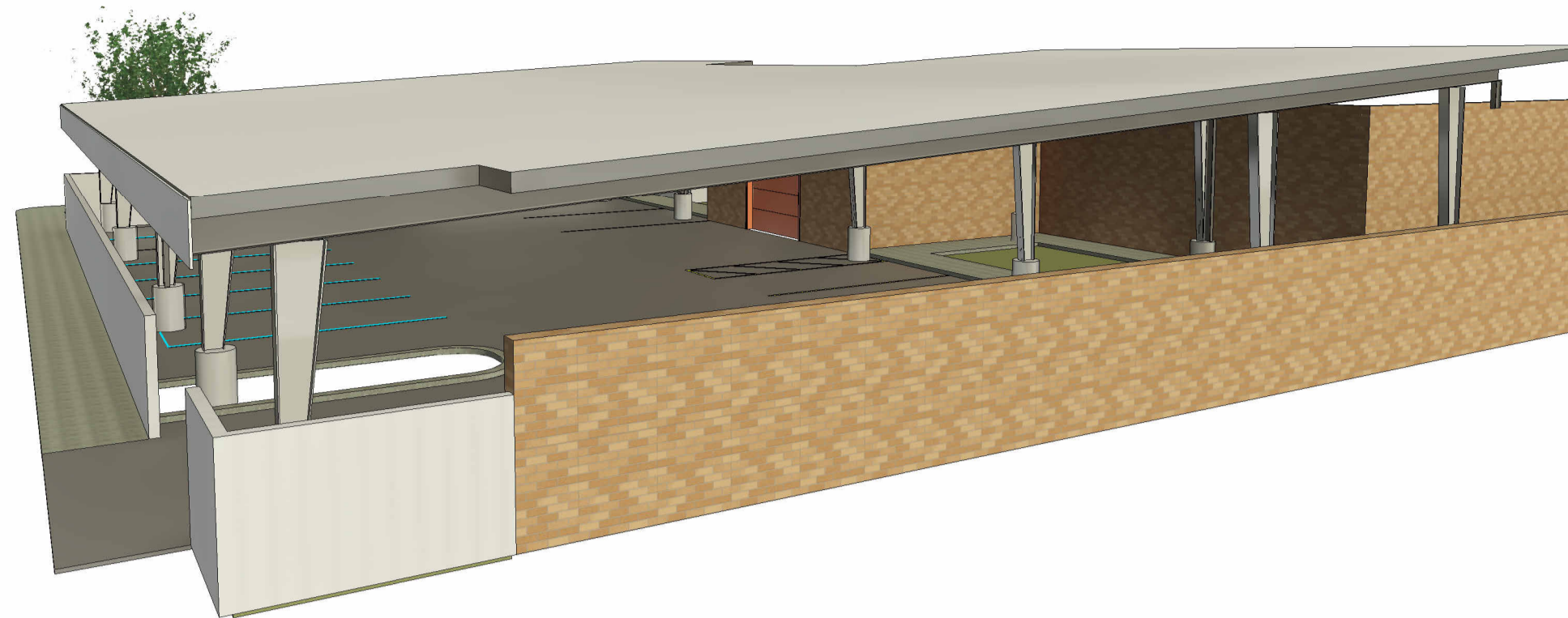
2021 INTERNATIONAL BUILDING CODE (IBC) WITH STATE OF NEW MEXICO AMENDMENTS.

**OCCUPANCY CLASSIFICATION**

UTILITY GROUP U

**CONSTRUCTION TYPE**

II-B



**CONTRACTOR CONSTRUCTION GUIDE**

1. LOCATE NEW DRILLED CONCRETE FOOTINGS PER DIMENSIONS PROVIDED ON SHEET S2 OF THE PLANS. FOOTINGS LOCATED IN A MANNER INTENDED NOT TO DISTURB THE EXISTING STRUCTURE. EXISTING ADJACENT BUILDING FOOTING IS SHOWN ON SHEET S2. CONTACT ENGINEER IF/AS REQUIRED FOR CONCERNS ABOUT INSTALLATION OF NEW AWNING DAMAGING EXISTING STRUCTURE IS AN ISSUE.
2. PROVIDE THESE PLANS TO PEMB DESIGNER. ENSURE PEMB AWNING DESIGNER COMPLIES WITH PEMB AWNING REQUIREMENTS SHOWN IN THE PLANS. SEE PEMB AWNING DESIGN GUIDE ON THIS SHEET, PRE-ENGINEERED DESIGN CRITERIA ON SHEET S1 AND THE REST OF THE PLANS. CONTRACTOR TO COORDINATE.
3. FOUNDATION PLANS ARE PRELIMINARY AND ARE TO BE FINALIZED ONLY AFTER CONTRACTOR PROVIDES PEMB AWNING PLANS TO ENGINEER FOR REVIEW. FOUNDATION PLANS ARE TO THEN BE UPDATED AND MODIFIED IF/AS REQUIRED AND ISSUED PRIOR TO COMMENCEMENT OF FOUNDATION WORK.
4. DEPTH OF NEW DRILLED CONCRETE FOOTINGS PER DETAIL 1/S2.
5. TOP OF NEW DRILLED CONCRETE FOOTINGS PER DETAIL 4/A5.
6. DEMO AS REQUIRED FOR INSTALLATION OF NEW CONCRETE FOOTINGS, SOME SIDEWALKS, EQUIPMENT REMOVAL. SEE DEMOLITION PLAN FOR ADDITIONAL INFORMATION.
7. PROVIDE FLASHING AT NEW AWNING TO EXISTING BUILDING CONDITION PER DETAIL 8/A3.
8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THESE PLANS TO PEMB DESIGNER FOR USE IN DESIGNING AND FABRICATING THE NEW AWNING.
9. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PEMB PLANS FROM PEMB VENDOR (SELECTED BY CONTRACTOR) IN ORDER TO FINALIZE THE FOUNDATION PLANS FOR CONSTRUCTION.

**PEMB AWNING DESIGN GUIDE**

1. NEW PEMB AWNING IS TO BE DESIGNED TO BE STRUCTURALLY INDEPENDENT OF EXISTING STRUCTURE AND WILL NOT IMPART NEW LOADS ONTO THE EXISTING STRUCTURE.
2. LOCATE NEW AWNING COLUMNS PER DIMENSIONS PROVIDED ON SHEET S2 OF THE PLANS.
3. PEMB COLUMNS TO BE SIZED TO FIT ON TOP OF A 2 FOOT DIAMETER CONCRETE PEDESTAL. CONTACT ENGINEER IF/AS REQUIRED.
4. AWNING FRAMING TO MATCH DIMENSIONS PROVIDED WITHIN THESE PLANS.
5. NORTH END OF AWNING IS TO TERMINATE AT AND ABOVE THE EXISTING BUILDING AND IS TO HAVE NO STRUCTURAL CONNECTION TO EXISTING BUILDING AS SHOWN ON A3.
6. SOUTH END OF NEW AWNING TO HAVE PEMB AWNING BEAM'S CANTILEVER OVER PEMB AWNING COLUMN AS SHOWN ON 6/A3.
7. EAST AND WEST ENDS OF NEW AWNING TO HAVE ROOF FRAMING CANTILEVER AS SHOWN ON A3.
8. PEMB AWNING DESIGNER TO UTILIZE A MINIMUM DESIGN COLLATERAL DEAD LOAD OF 3 PSF TO ACCOUNT FOR METAL SOFFIT AND POTENTIAL FUTURE LIGHTING.
9. PROVIDE PEMB WIND FRAMES ALONG GRIDLINES A, B & C AS SHOWN ON PEMB ROOF FRAMING PLAN ON SHEET A3.

**GENERAL NOTES**

1. THE GENERAL CONTRACTOR SHALL ARRANGE ALL INSPECTIONS AND TESTS AS SPECIFIED OR REQUIRED AND PAY ALL PERMIT FEES AS REQUIRED BY THE PERMITTING AUTHORITY. THE CONTRACTOR SHALL SECURE ALL BUILDING PERMITS AND UPON COMPLETION OF THE PROJECT (PRIOR TO FINAL PAYMENT) DELIVER TO THE OWNER A CERTIFICATE OF OCCUPANCY OR USE FROM THE PERMITTING AUTHORITY.
2. ALL WORK SHALL BE PERFORMED BY STATE LICENSED CONTRACTORS. CONTRACTORS SHALL SUBMIT ALL REQUIRED PERMITS, CERTIFICATES, AND SIGN-OFFS TO OWNER AND STRUCTURAL ENGINEER FOR THEIR RECORDS.
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, BE FAMILIAR WITH THE EXISTING CONDITIONS, AND BRING ANY DISCREPANCIES TO THE ATTENTION OF LAMB ENGINEERING & DESIGN PRIOR TO SUBMISSION OF CONSTRUCTION PROPOSAL AND BEFORE BEGINNING WORK. THE DRAWINGS REFLECT CONDITIONS REASONABLY INFERRED FROM THE EXISTING VISIBLE CONDITIONS BUT CANNOT BE GUARANTEED BY LAMB ENGINEERING & DESIGN. DRAWINGS MAY BE SCALED FOR ESTIMATING PURPOSES AND FOR GENERAL REFERENCE ONLY. FOR ALL OTHER DIMENSIONS OR LOCATIONS INTENDED FOR CONSTRUCTION CONSULT LAMB ENGINEERING & DESIGN OR REFER TO DIMENSIONS ON DRAWINGS. VERIFY ALL DIMENSIONS IN THE FIELD.
4. THE GENERAL CONTRACTOR SHALL LAY OUT ALL WORK AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS FOR ALL TRADES.
5. THE GENERAL CONTRACTOR SHALL PROVIDE AND MAINTAIN ACCESS TO THE PREMISES FOR THEMSELVES AND SUBCONTRACTORS AT ALL TIMES.
6. THE GENERAL CONTRACTOR SHALL MAKE THE PREMISES SECURE FROM THE ELEMENTS AND TRESPASSING ON A DAILY BASIS.
7. THE GENERAL CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE FREE AND CLEAR OF ALL DEBRIS AND KEEP OUT ALL UNAUTHORIZED PERSONS. UPON COMPLETION OF WORK, THE ENTIRE CONSTRUCTION AREA IS TO BE THOROUGHLY CLEANED AND PREPARED FOR OCCUPANCY BY OWNER. ALL MATERIALS AND DEBRIS RESULTING FROM THE CONTRACTOR'S WORK SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY. CARE SHALL BE TAKEN DURING CONSTRUCTION THAT NO DEBRIS OR MATERIALS ARE DEPOSITED IN ANY RIGHT OF WAY AREA OR ANY USABLE PATHS.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING AND NEW CONDITIONS AND MATERIALS ON THE SITE. ANY DAMAGE CAUSED BY OR DURING THE EXECUTION OF THE WORK IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE REPAIRED OR REPLACED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
9. NO CUTTING OR DAMAGE TO BUILDING OR COMPONENTS WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM LAMB ENGINEERING & DESIGN.
10. MANUFACTURER'S STANDARD SPECIFICATIONS AND MATERIALS APPROVED FOR PROJECT USE ARE HEREBY MADE PART OF THESE NOTES WITH SAME FORCE AND EFFECT AS IF WRITTEN OUT IN FULL HEREIN. ALL APPLIANCES, FIXTURES, EQUIPMENT, HARDWARE, ETC. SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND PROCEDURES.
11. WRITTEN WORDS TAKE PRECEDENCE OVER DRAWN LINES. LARGE-SCALE DETAILS AND PLANS TAKE PRECEDENCE OVER SMALLER DETAILS AND PLANS. SHOULD A CONFLICT ARRIVE BETWEEN THE SPECIFICATIONS AND DRAWINGS, THE REQUIREMENTS DEEMED MOST STRINGENT SHALL BE USED.
12. MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED BUT NECESSARY FOR PROPER AND ACCEPTABLE CONSTRUCTION, INSTALLATION, OR OPERATION OF ANY PART OF THE WORK AS DETERMINED BY LAMB ENGINEERING & DESIGN SHALL BE INCLUDED IN THE WORK AS IF IT WERE SPECIFIED OR INDICATED ON THE DRAWINGS.
13. ALL DRAWINGS AND CONSTRUCTION NOTES ARE COMPLIMENTARY. WHAT IS INDICATED AND CALLED FOR BY ONE SHALL BE BINDING AS THOUGH CALLED FOR BY ALL.
14. NO DEVIATION FROM THE DRAWINGS OR SPECIFICATIONS OR INTENT OF SAME SHALL BE MADE WITHOUT THE STRUCTURAL ENGINEER'S WRITTEN AUTHORIZATION.
15. ALL WORK SHALL BE GUARANTEED FOR ONE YEAR AFTER FINAL APPROVAL. THE GENERAL CONTRACTOR SHALL SIGN THE WRITTEN GUARANTEE AS PROVIDED BY THE OWNER. THE GUARANTEE SHALL COVER ALL GENERAL AND SUBCONTRACTOR WORK. ALL DEFECTS DISCOVERED DURING THIS PERIOD SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
16. SEE SHEET A2 FOR DEMOLITION REQUIREMENTS.
17. NO SPECIFICATION BOOK TO BE SUPPLIED. ALL WORK AND COMPONENTS TO BE WARRANTIED IN A MANNER CONSISTENT WITH COMMON TRADE PRACTICE.

**OWNER:**  
CITY OF LOVINGTON  
214 S. LOVE ST  
LOVINGTON, NM 88260

**PROJECT:**  
LOVINGTON POLICE DEPARTMENT AWNING  
213 S LOVE ST.  
LOVINGTON NM, 88260

**INDEX OF DRAWINGS**

- A1 COVER SHEET
- A2 SITE/DEMOLITION PLAN
- A3 PEMB FRAMING PLAN & SECTIONS
- A4 ROOF OUTLINE PLAN
- A5 FRAME SECTIONS
- A6 FRAME SECTIONS
- A7 PROJECT ELEVATIONS
- S1 GENERAL STRUCTURAL NOTES (G.S.N)
- S2 FOUNDATION PLAN
- S3 FOUNDATION DETAILS

LOVINGTON POLICE DEPT PARKING AWNING  
213 S LOVE ST  
LOVINGTON NM

**VICINITY MAP**



EXISTING LOVINGTON  
POLICE DEPARTMENT  
BUILDING

NEW PARKING AWNING TO BE CONSTRUCTED OVER EXISTING ENCLOSED PARKING LOT.

| ABBREVIATIONS          |                                                |          |                                               |
|------------------------|------------------------------------------------|----------|-----------------------------------------------|
| A.B.                   | ANCHOR BOLT                                    | K (KIP)  | KIPS PER LINEAR FOOT                          |
| A.B.C.                 | AGGREGATE BASE COURSE                          | KIP      | KIPS PER LINEAR FOOT                          |
| ACI                    | AMERICAN CONCRETE INSTITUTE                    | LB       | POUNDS                                        |
| AC                     | AIR CONDITIONER                                | LB       | POUNDS                                        |
| A.F.F.                 | ABOVE FINISHED FLOOR                           | LS       | LIGHT GAGE STEEL                              |
| ASCE                   | AMERICAN INSTITUTE OF STEEL CONSTRUCTION       | LSGA     | LIGHT GAGE STEEL ENGINEERS ASSOCIATION        |
| ASIS                   | AMERICAN IRON AND STEEL INSTITUTE              | L.O.D.   | LOCATION OF DETAILS                           |
| ATC                    | AMERICAN INSTITUTE OF TIMBER CONSTRUCTION      | LONG     | LONG LEG HORIZONTAL                           |
| AL.T.                  | ALTERNATE                                      | LLH      | LONG LEG HORIZONTAL                           |
| ANSI                   | AMERICAN NATIONAL STANDARDS INSTITUTE          | LONG     | LONG LEG HORIZONTAL                           |
| APA                    | AMERICAN PLYWOOD ASSOCIATION                   | MAN      | MASONRY                                       |
| ARCHT                  | ARCHITECTURE                                   | MAS      | MASONRY CONTROL JOINT                         |
| ASTM                   | AMERICAN SOCIETY FOR TESTING AND MATERIALS     | MAX      | MAXIMUM                                       |
| AWW                    | AMERICAN WELDING SOCIETY                       | MBA      | METAL BUILDING MANUFACTURERS ASSOCIATION      |
| A.W.T.S.               | AUTOMATIC WELDED THREADED STUD                 | MCHT     | MECHANICAL                                    |
| BSF                    | BELOW FINISHED FLOOR                           | MFG      | MANUFACTURED                                  |
| B.F.F.                 | BELOW FINISHED FLOOR                           | MFR(S)   | MANUFACTURER(S)                               |
| B.M.                   | BLOCK                                          | MIN      | MINIMUM                                       |
| B.O.B.                 | BOTTOM OF BEAM                                 | N/A      | NOT APPLICABLE                                |
| B.O.D.                 | BOTTOM OF DECK                                 | N.T.S.   | NOT TO SCALE                                  |
| B.O.F.                 | BOTTOM OF FOOTING                              | ON CEN   | ON CENTER                                     |
| B.S.                   | BEARING                                        | OFF      | OPPOSITE                                      |
| C                      | CAMBER                                         | OSHA     | OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION |
| C.C.                   | CENTERLINE TO CENTERLINE                       | P.C.I.   | PRECAST/PRESTRESSED CONCRETE INSTITUTE        |
| C.C.                   | CENTERLINE                                     | P.C.     | PRECAST CONCRETE                              |
| C.L.P.                 | CENTRAL LINE OF BEAM                           | PCF      | POUNDS PER CUBIC FOOT                         |
| C.L.                   | CENTERLINE                                     | PEMB     | PRE-ENGINEERED METAL BUILDING                 |
| C.L.B.                 | CENTERLINE OF BEAM                             | P.F.     | POUNDS PER LINEAR FOOT                        |
| C.L.C.                 | CENTERLINE OF COLUMN                           | +        | PLUS OR MINUS                                 |
| C.L.F.                 | CENTERLINE OF FOOTING                          | PSF      | POUNDS PER SQUARE FOOT                        |
| C.L.W.                 | CENTERLINE OF WALL                             | PSI      | POUNDS PER SQUARE INCH                        |
| CLR                    | CLEAR                                          | PREFAB   | PRE-FABRICATED                                |
| CONC                   | CONCRETE                                       | PT       | POST-TENSIONED                                |
| CONC C.J.              | CONCRETE CONTROL JOINT                         | PTI      | POST-TENSIONING INSTITUTE                     |
| CONC S.J.              | CONCRETE SAWCUT JOINT                          | REIN     | REINFORCING                                   |
| C.M.U.                 | CONCRETE MASONRY UNIT                          | RSI      | RESISTANCE TO SOUND                           |
| CON                    | CONCRETE                                       | SH       | SHORT LEG HORIZONTAL                          |
| CONTS                  | CONTINUOUS                                     | SHR      | SHORT LEG VERTICAL                            |
| CS                     | CONCRETE REINFORCING STEEL INSTITUTE           | SIB      | STEEL JOIST INSTITUTE                         |
| DL                     | DOUBLE                                         | SIM      | SIMPLE                                        |
| D.L.                   | DOUBLE                                         | SQ.      | SQUARE                                        |
| DIA                    | DIAMETER                                       | SMMA     | STEEL STUD MANUFACTURERS ASSOCIATION          |
| DWG(S)                 | DRAWING(S)                                     | STD      | STANDARD                                      |
| E.C.                   | END TO CENTERLINE                              | STL      | STEEL                                         |
| E.E.                   | END TO END                                     | T.L.     | TOTAL LOAD                                    |
| E.S.S.                 | ELECTRICAL                                     | T.O.B.   | TOP OF BEAM                                   |
| EQ.                    | EQUIPMENT                                      | T.O.C.T. | TOP OF CONCRETE TOPPING                       |
| EQP                    | EQUIPMENT                                      | T.O.D.   | TOP OF DECK                                   |
| EXP. BOLT(S)           | EXPANSION BOLT                                 | T.O.F.   | TOP OF FOOTING                                |
| EXP. JOINT(S)          | EXPANSION JOINT                                | T.O.L.   | TOP OF LOUVER                                 |
| F.A.C.H.               | FACE OF MEMBER                                 | T.O.M.   | TOP OF MASONRY                                |
| F.F.                   | FINISHED FLOOR                                 | T.O.P.   | TOP OF PLATE                                  |
| F.G.                   | FINISHED GRADE                                 | T.O.P.C. | TOP OF PRECAST CONCRETE                       |
| F.O.M.                 | FACE OF MEMBER                                 | T.O.S.   | TOP OF STEEL                                  |
| F.O.S.                 | FACE OF STEEL                                  | T.O.W.   | TOP OF WALL                                   |
| F.O.W.                 | FACE OF WALL                                   | T.P.     | TRUSS PLATE INSTITUTE                         |
| G.A.                   | GENERAL                                        | T.S.     | TYPICAL                                       |
| GALV                   | GALVANIZED                                     | T&G      | TONGUE AND GROOVE                             |
| GENL                   | GENERAL                                        | UMC      | UNIFORM BUILDING CODE                         |
| GENL (S)               | GENERAL (S)                                    | U.L.D.   | UNIFORM NOTES OTHERWISE                       |
| GLUE LAMINATED BEAM    | GLUE LAMINATED BEAM                            | VERT     | VERTICAL                                      |
| HORIZONTAL REINFORCING | HORIZONTAL REINFORCING                         | WEST     | WEST COAST LUMBER ASSOCIATION                 |
| H.S.                   | HEAD STUD                                      | WCLB     | WEST COAST LUMBER INSPECTION BUREAU           |
| I.C.                   | INTERNATIONAL BUILDING CODE                    | W.F.     | WESTERN WOOD FABRIC                           |
| INTL                   | INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS | WWPA     | WESTERN WOOD PRODUCTS ASSOCIATION             |
| INTL                   | INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS | WTH      | WATER TO CEMENT RATIO                         |
| I.P.W.                 | INSIDE FACE OF WALL                            | W/C      | WATER TO CEMENT RATIO                         |
| I.D.O.                 | INTERPRETATION OF DRAWINGS                     | W/O      | WITHOUT                                       |
| JST                    | JOIST                                          |          |                                               |

**Lovington PD  
Awning  
Cover Sheet**

Project number Project Number

Date Issue Date

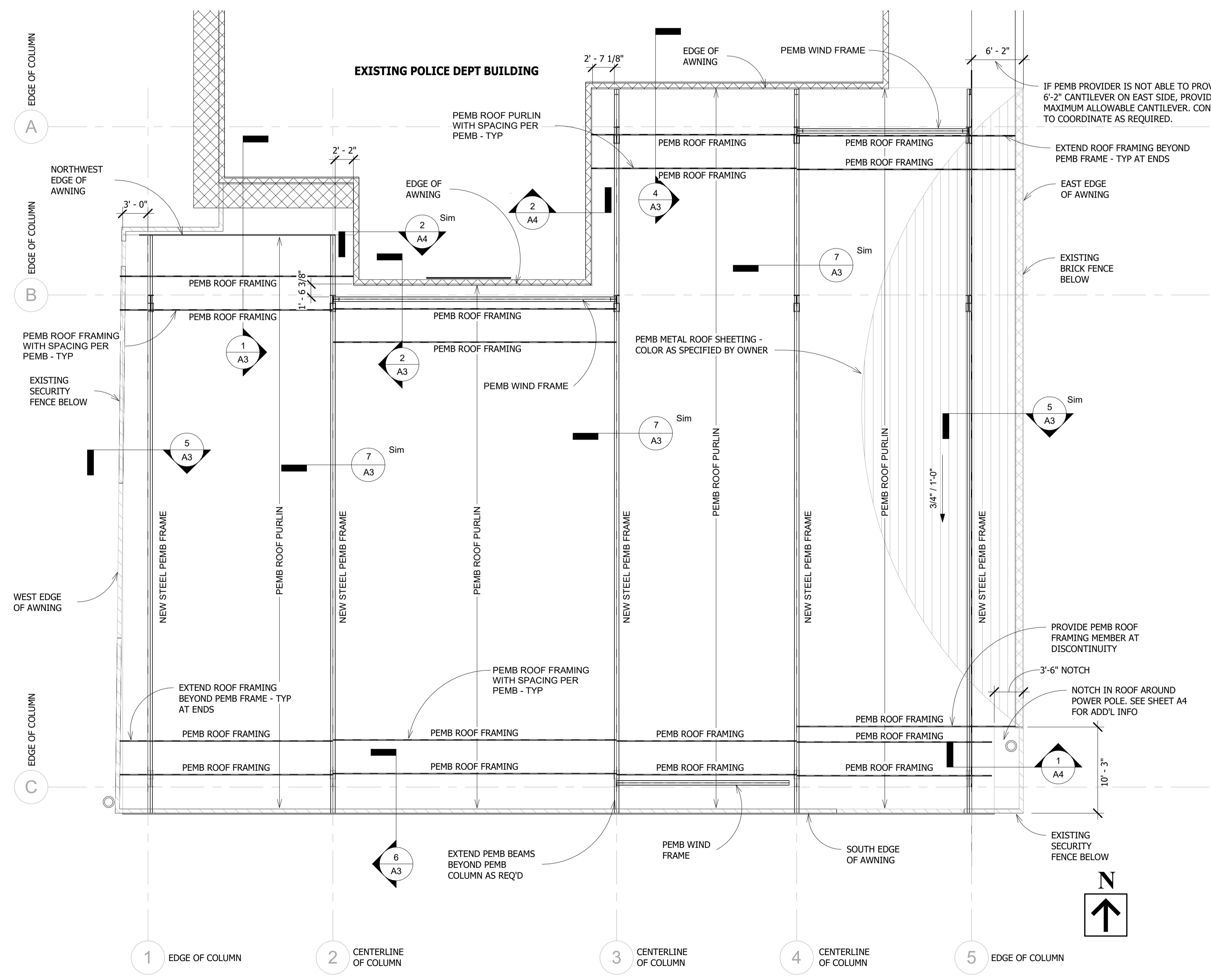
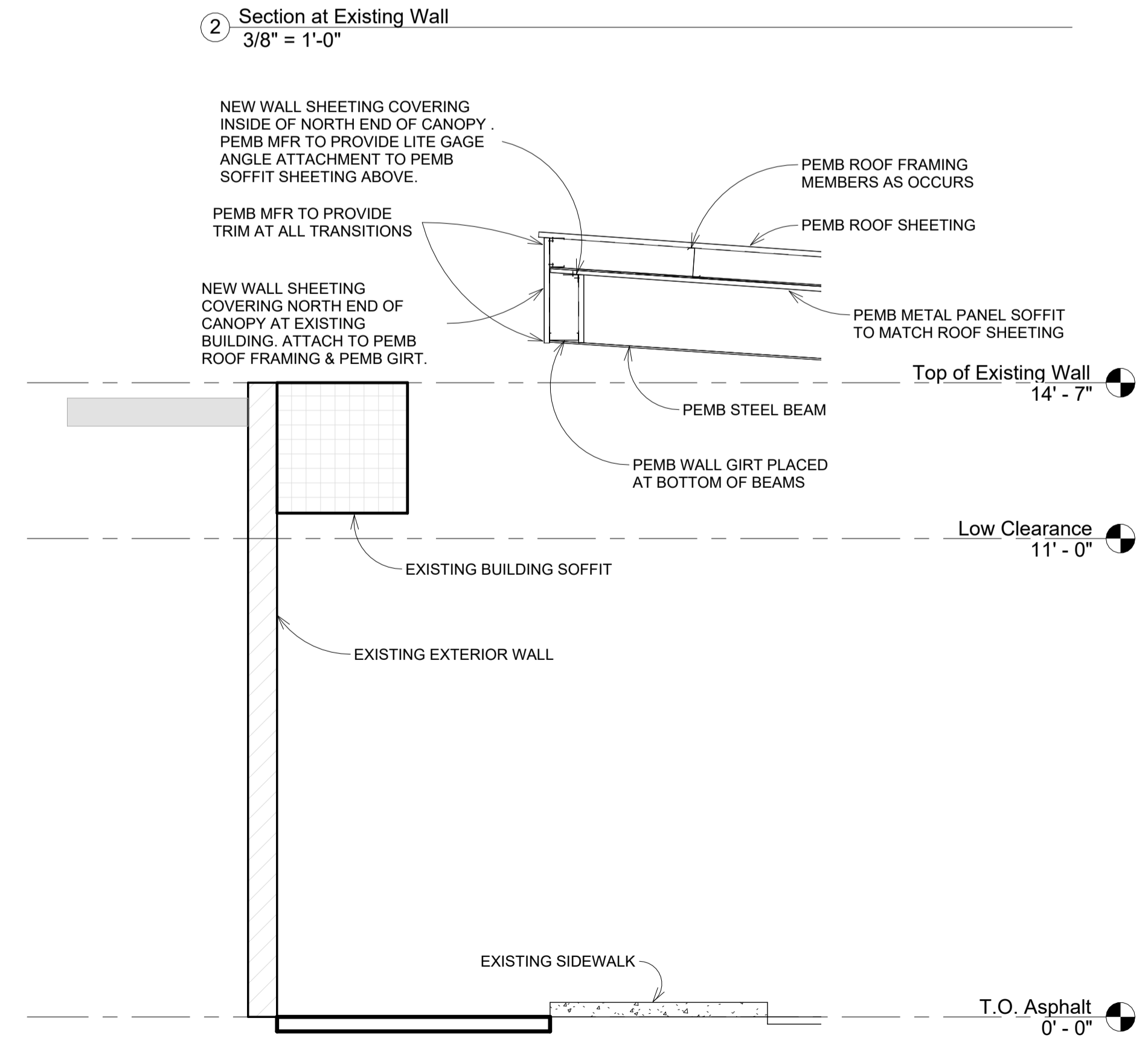
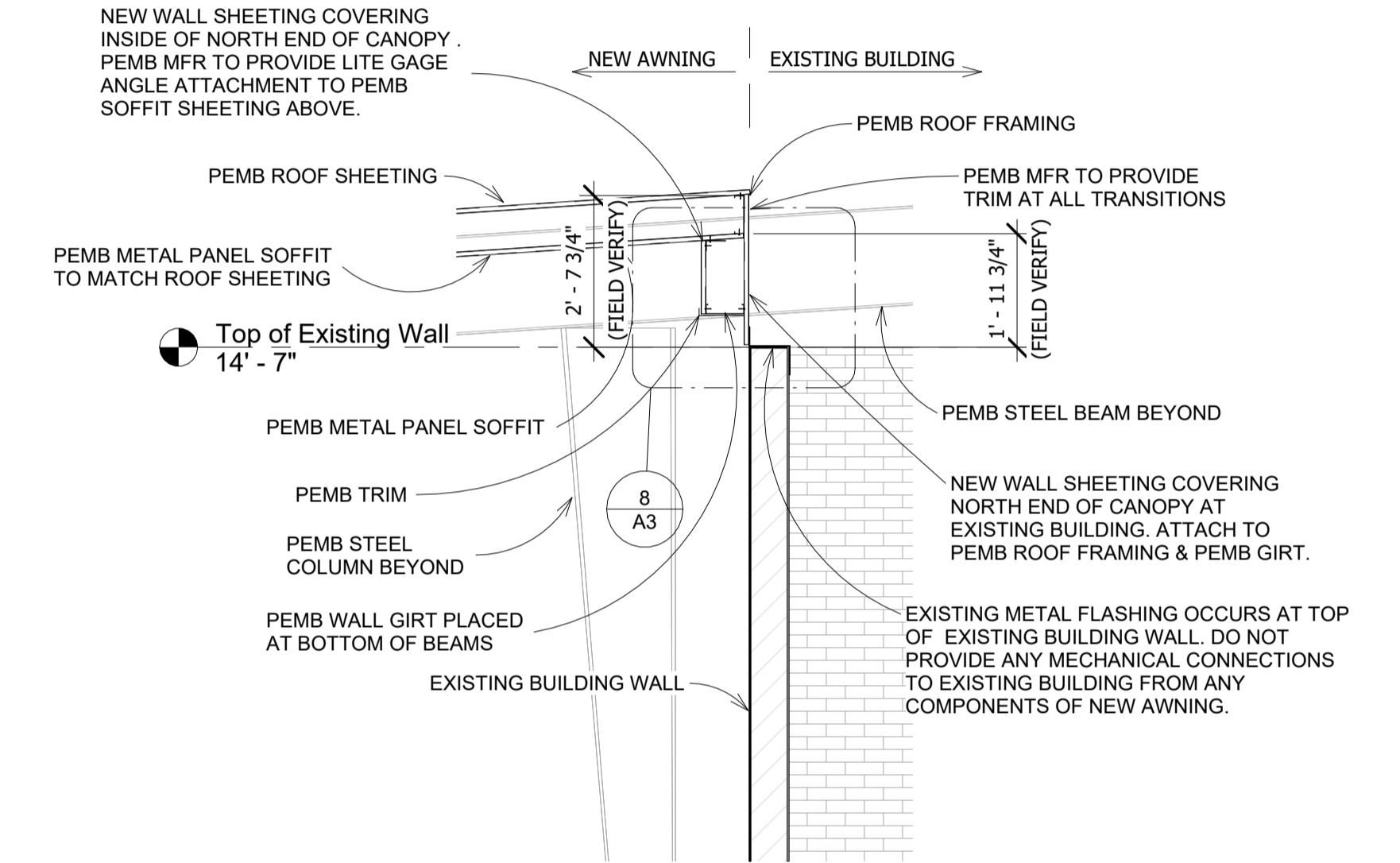
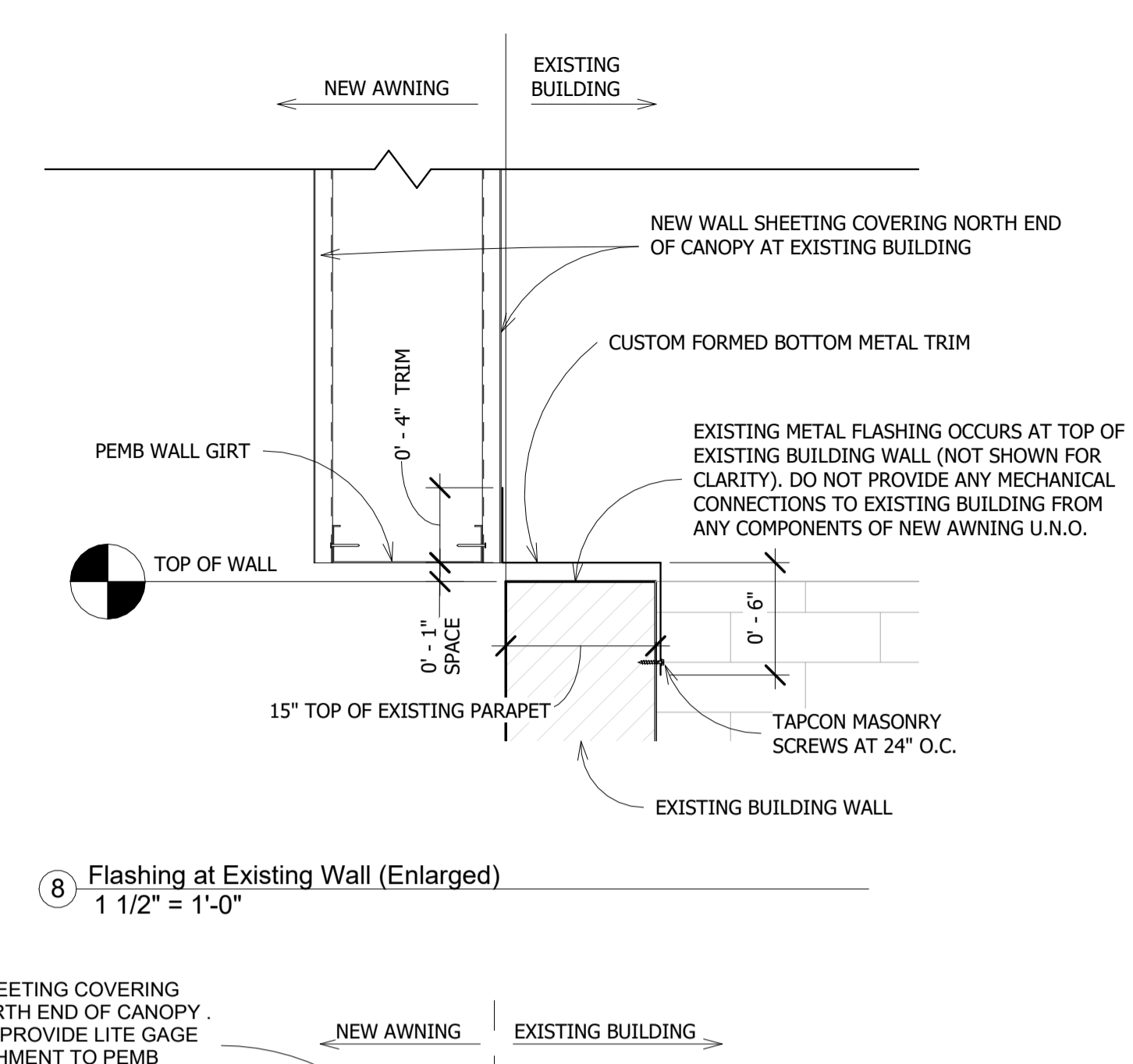
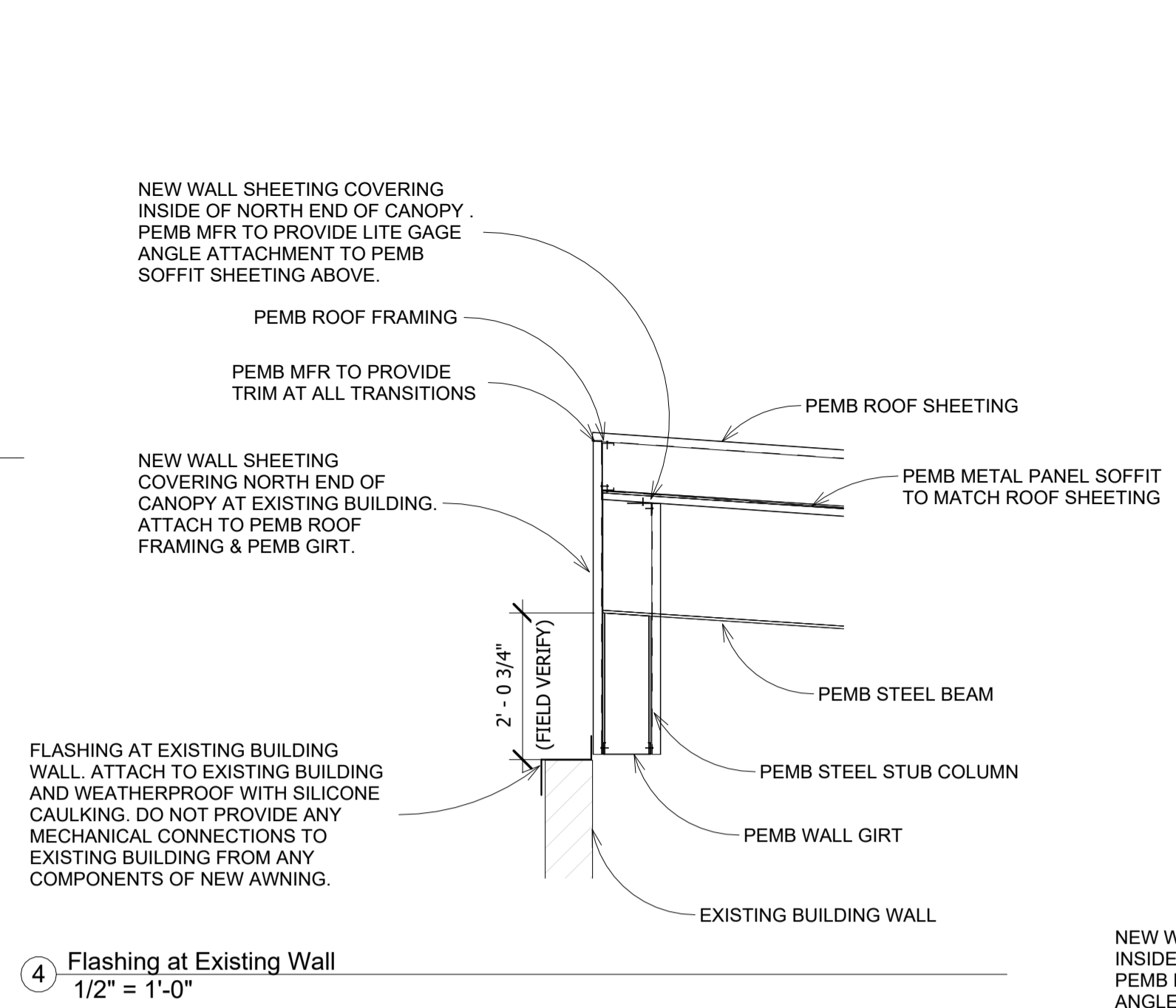
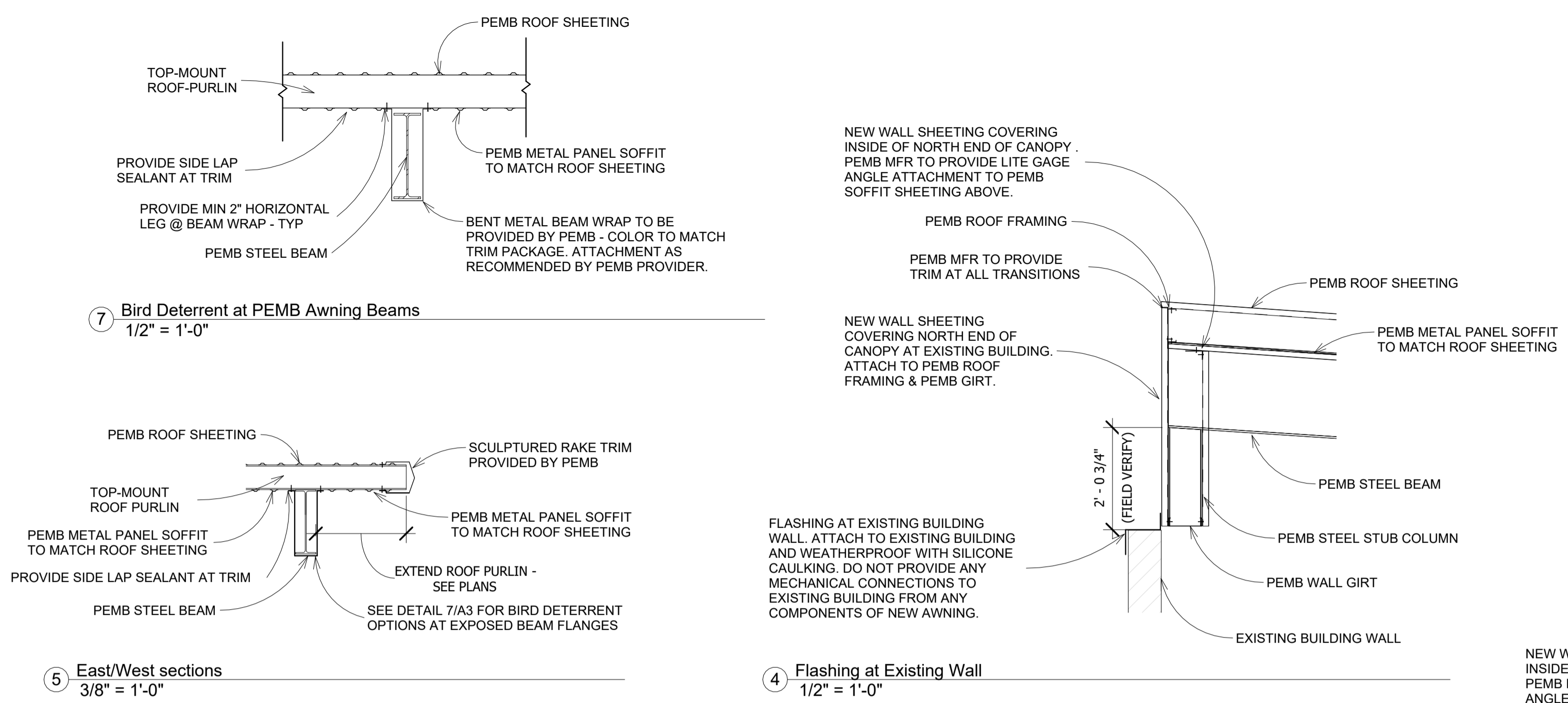
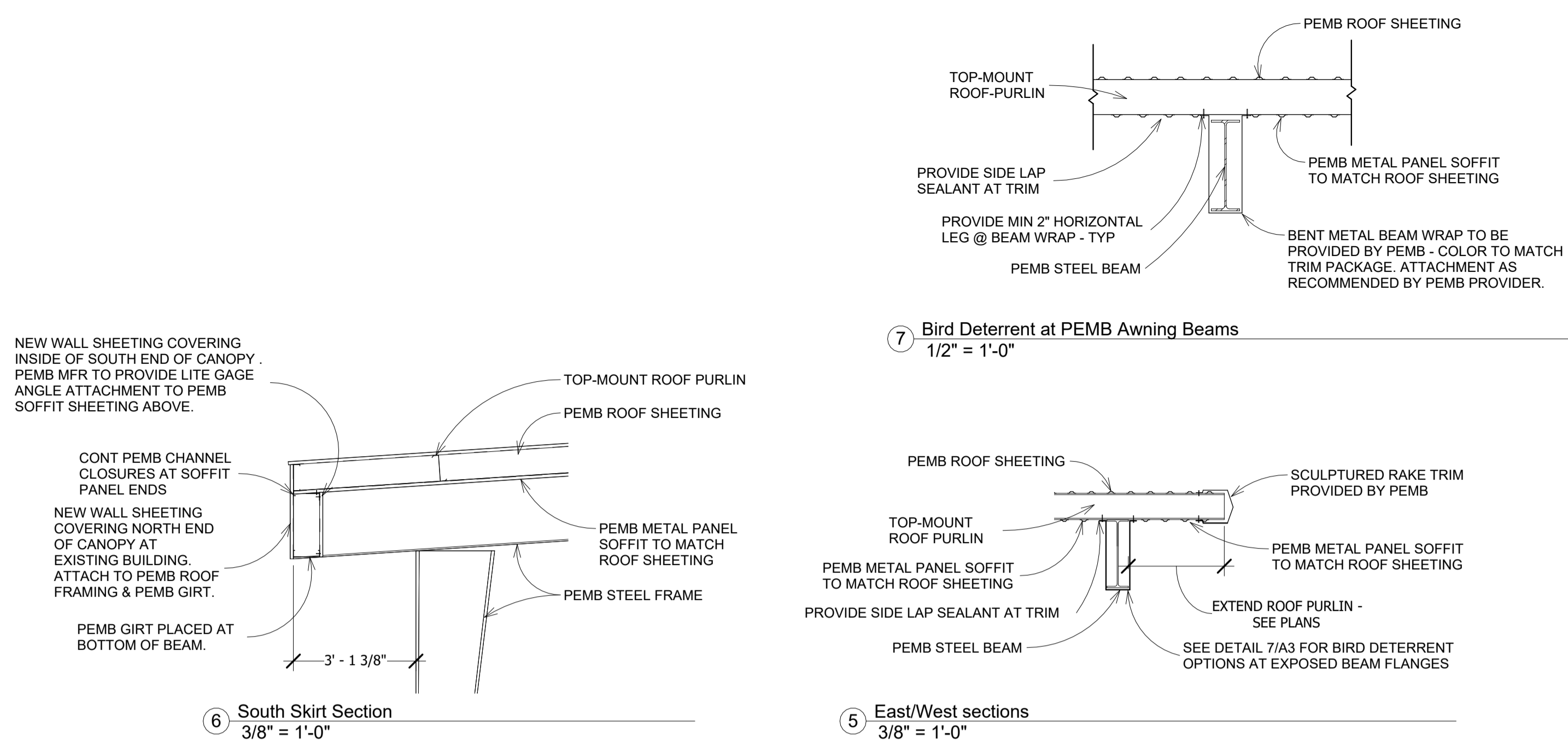
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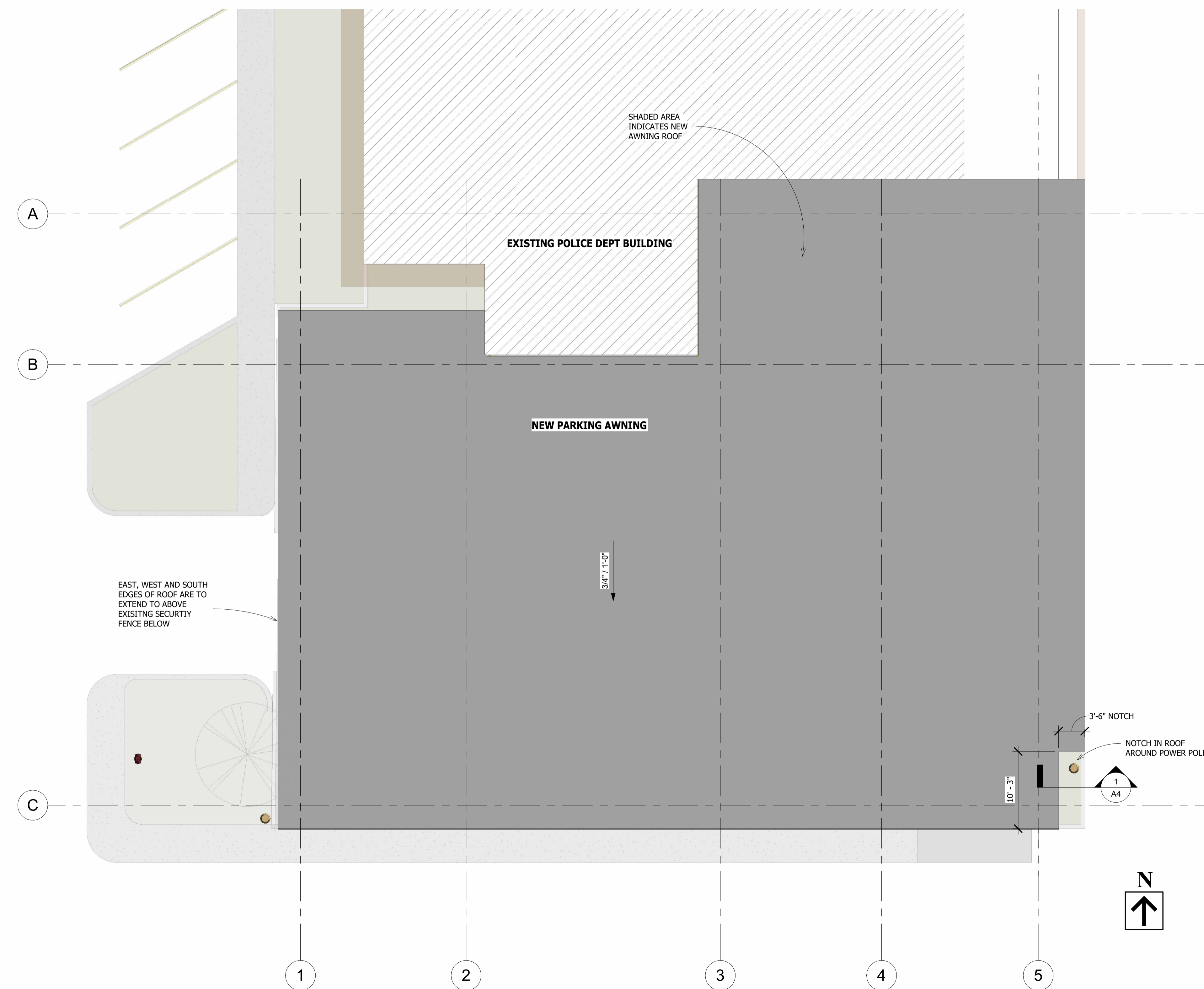
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**A1**

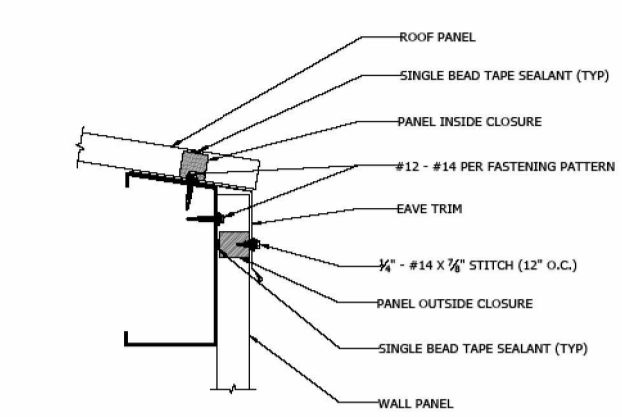
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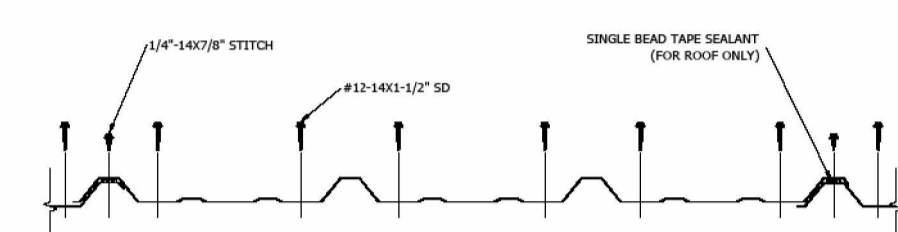




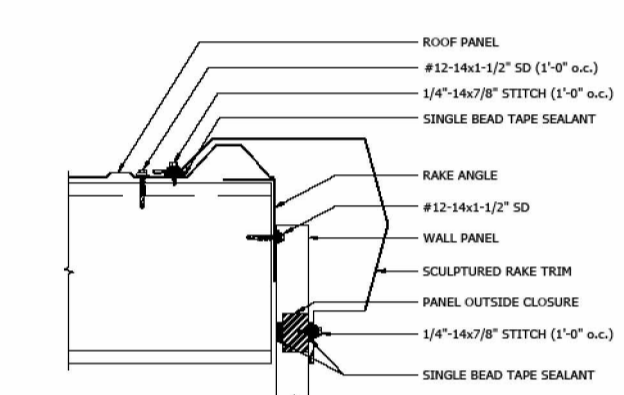
Roof Outline  
1/8" = 1'-0"



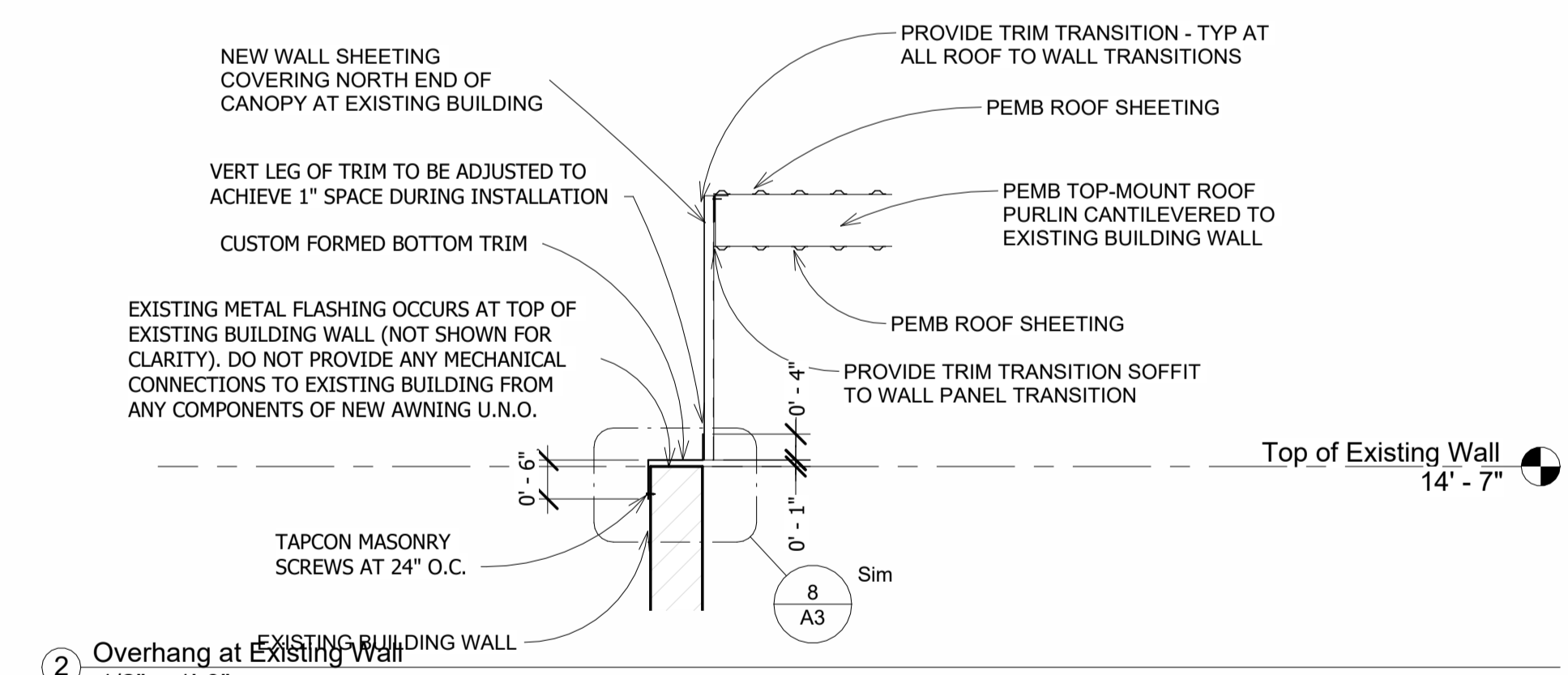
Typical Wall to Roof Transition



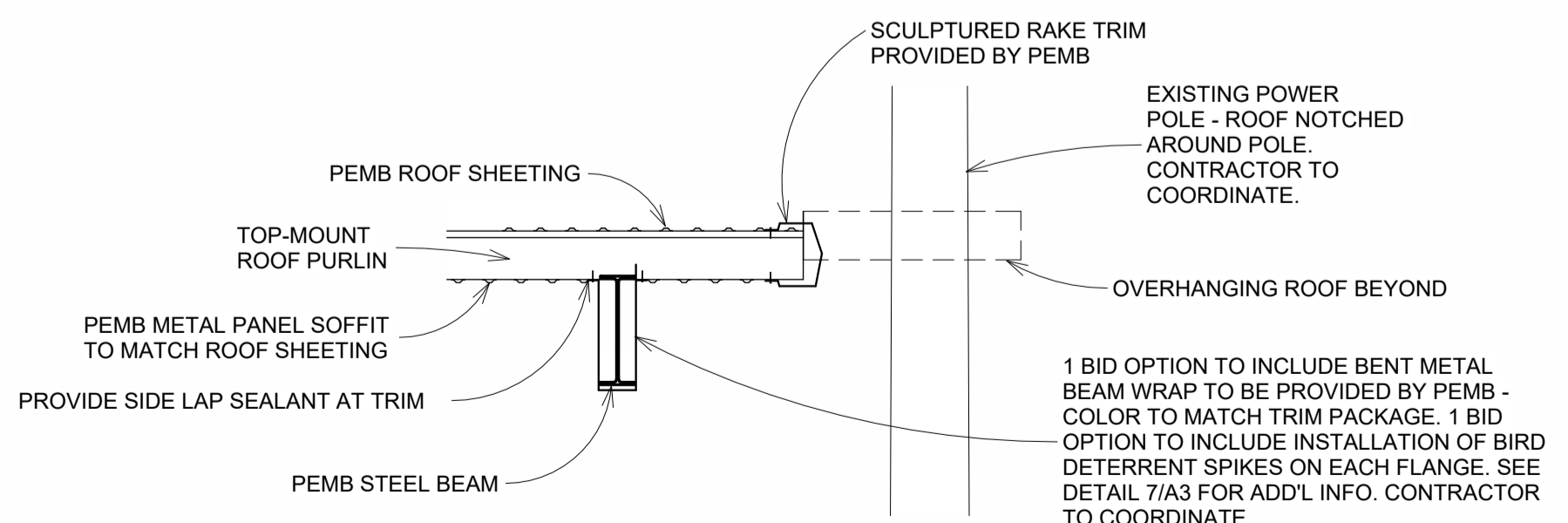
Typical Metal Panel Fastening Pattern



Typical Rake Detail



2 Overhang at Existing Wall  
1/2" = 1'-0"



1 Section at Roof Notch  
3/8" = 1'-0"

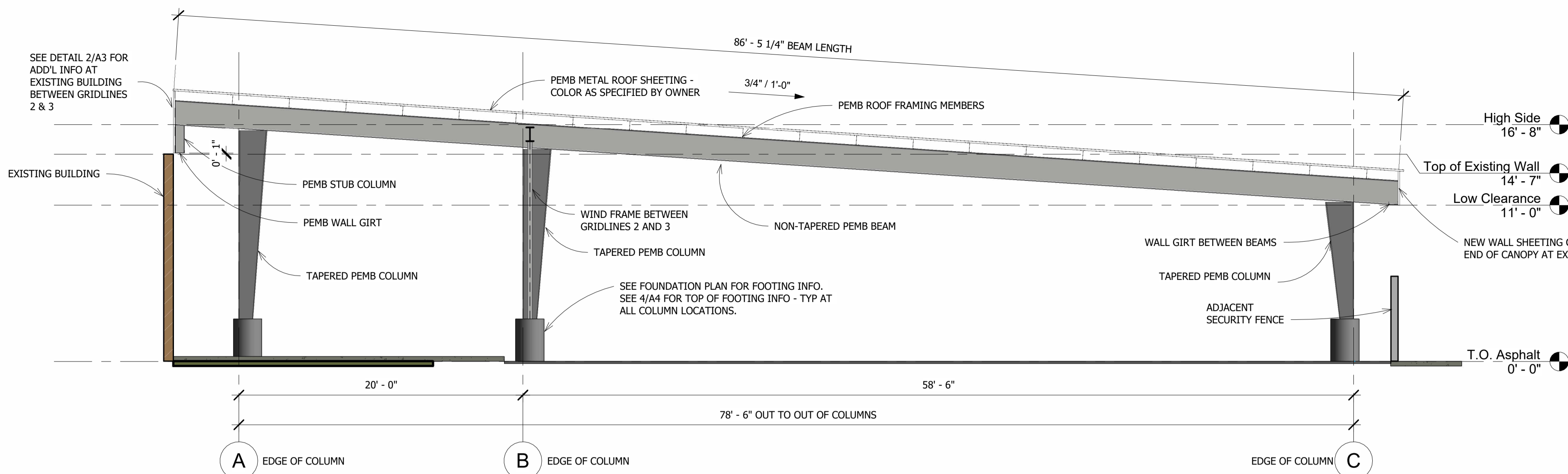
Lovington PD  
Awning

Roof Outline  
Plan

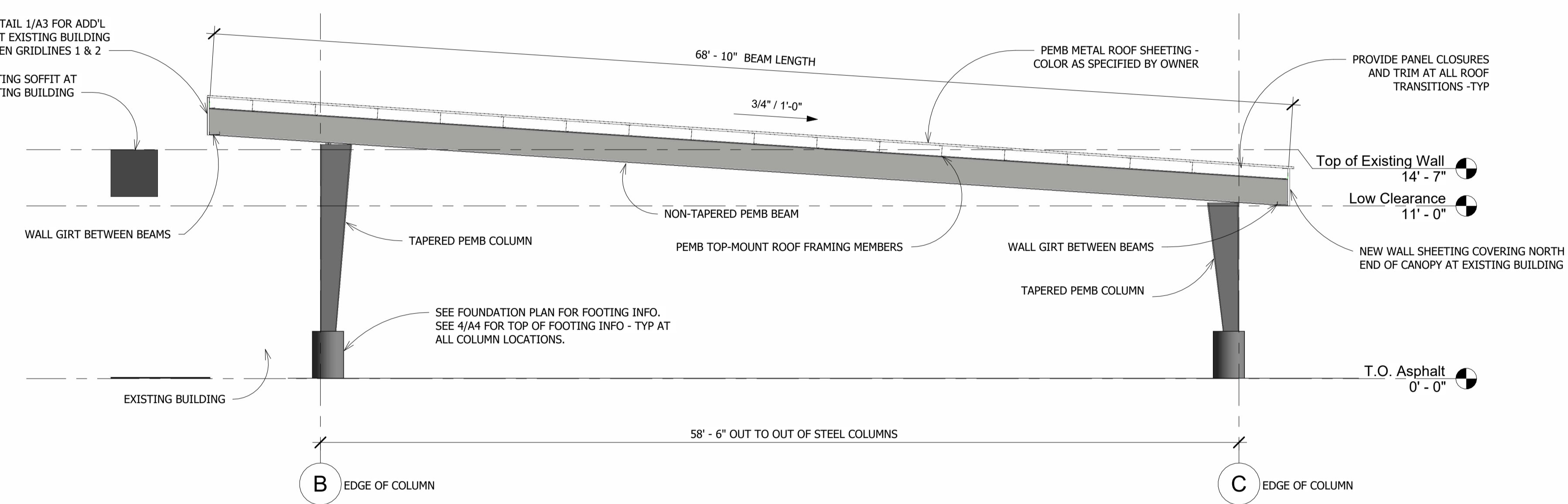
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| Project number | Project Number |
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| Checked by     | Checker        |

A4

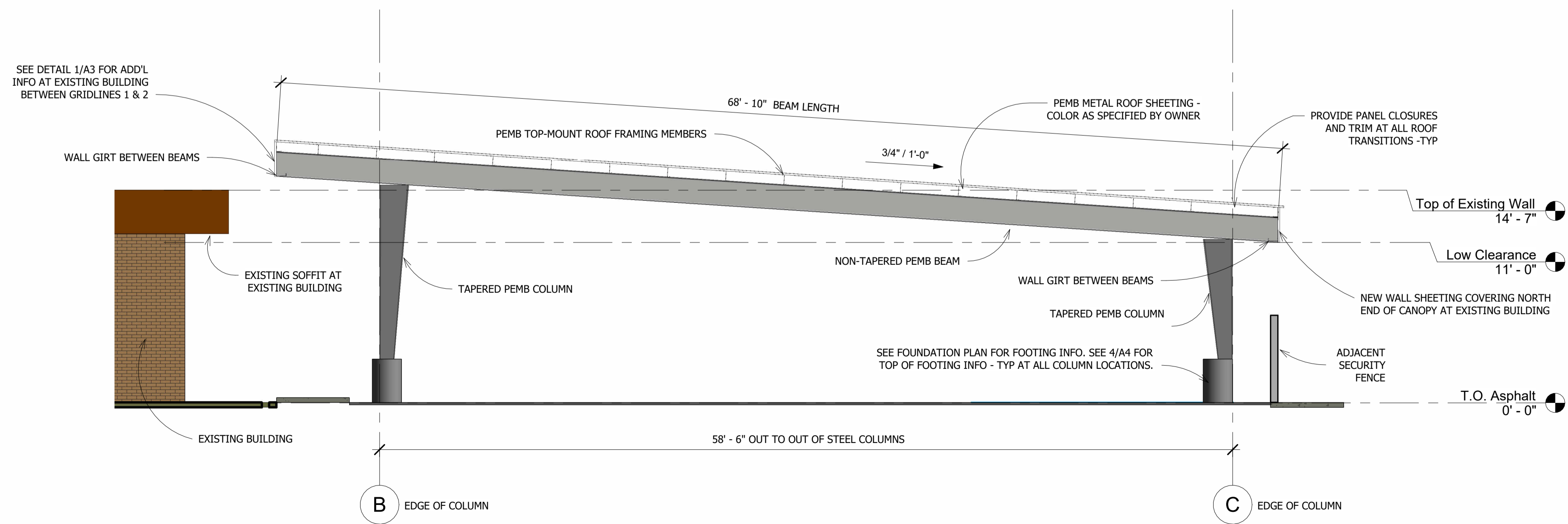
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③ Frame Line 3  
3/16" = 1'-0"



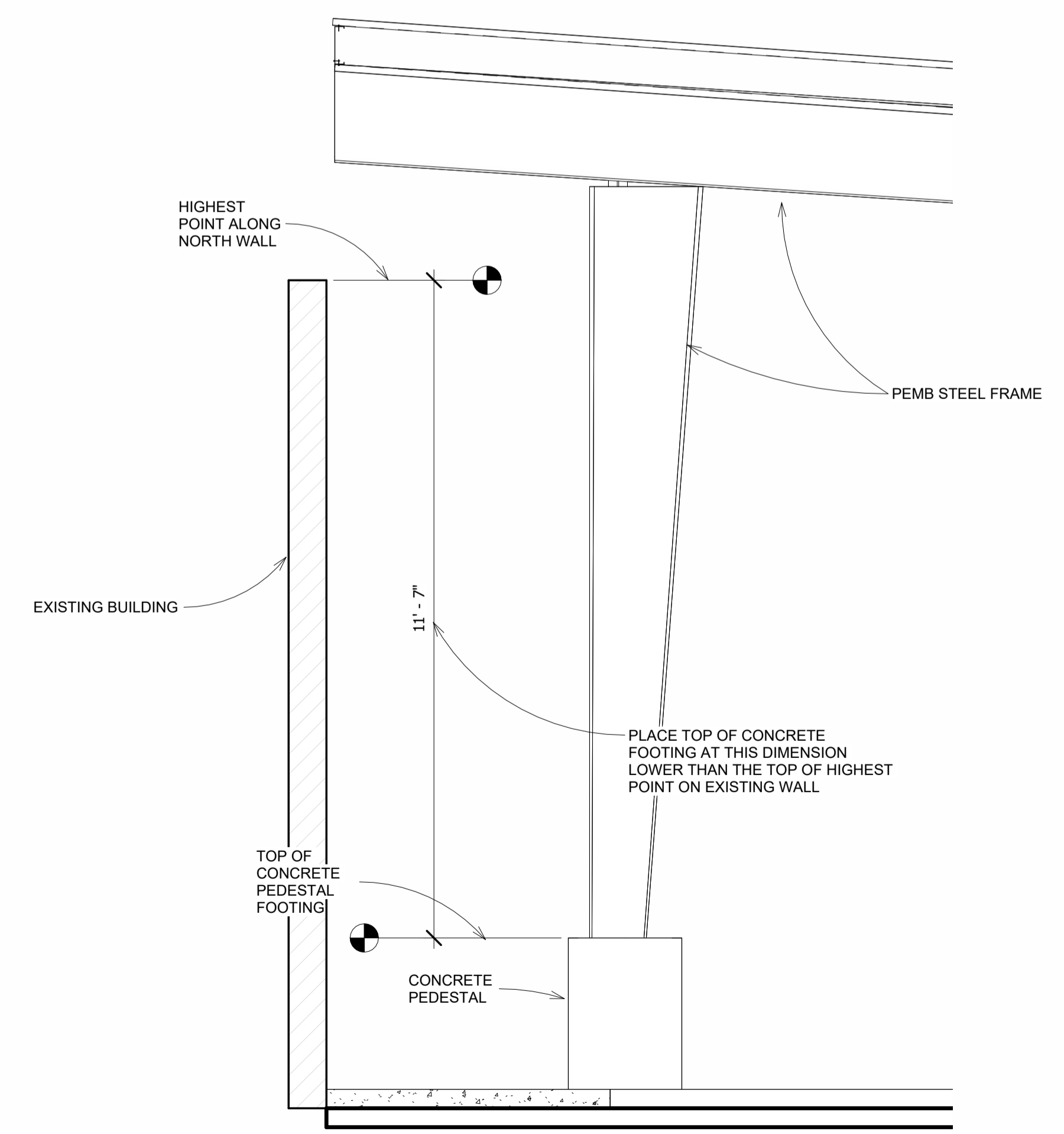
② Frame Line 2  
3/16" = 1'-0"



① Frame Line 1  
3/16" = 1'-0"

**BUILDING NOTES:**

1. CONTRACTOR TO COORDINATE ROOF SHEETING COLOR, METAL SOFFIT COLOR, TRIM PACKAGE COLOR AND ALL OTHER FINISH COMPONENTS WITH OWNER.
2. ROOF SHEETING, METAL SOFFIT SHEETING AND ALL TRIM COMPONENTS ARE TO BE MINIMUM 26 GA.
3. COLUMNS ARE TO BE PAINTED - CONTRACTOR TO COORDINATE COLOR WITH OWNER.



④ Top of Pedestal Footing Elevation  
1/2" = 1'-0"



**BID DRAWINGS - NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.**

LOVINGTON POLICE DEPT PARKING AWNING  
213 S LOVE ST  
LOVINGTON NM

**Lovington PD Awning**

**Frame Sections**

|                |                |
|----------------|----------------|
| Project number | Project Number |
| Date           | Issue Date     |
| Drawn by       | Author         |
| Checked by     | Checker        |

**A5**

Scale As indicated

**BUILDING NOTES:**

1. CONTRACTOR TO COORDINATE ROOF SHEETING COLOR, METAL SOFFIT COLOR, TRIM PACKAGE COLOR AND ALL OTHER FINISH COMPONENTS WITH OWNER.
2. ROOF SHEETING, METAL SOFFIT SHEETING AND ALL TRIM COMPONENTS ARE TO BE MINIMUM 26 GA.
3. COLUMNS ARE TO BE PAINTED - CONTRACTOR TO COORDINATE COLOR WITH OWNER.

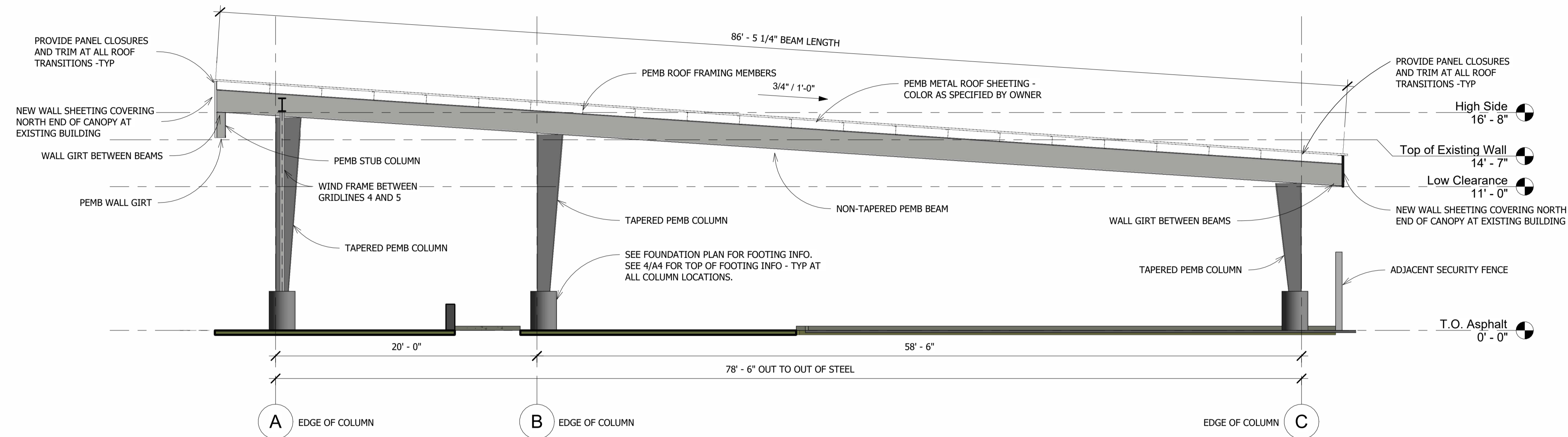


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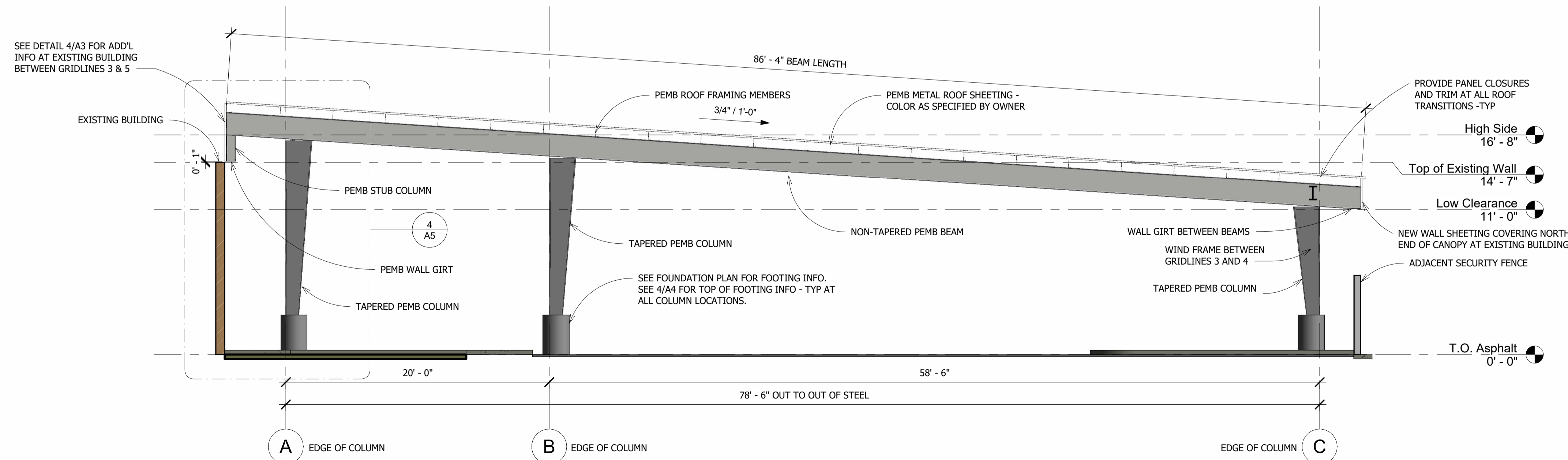


**BID DRAWINGS - NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.**

LOVINGTON POLICE DEPT PARKING AWNING  
213 S LOVE ST  
LOVINGTON NM



② Frame Line 5  
3/16" = 1'-0"



① Frame Line 4  
3/16" = 1'-0"

Lovington PD  
Awning

Frame  
Sections

Project number Project Number

Date Issue Date

Drawn by Author

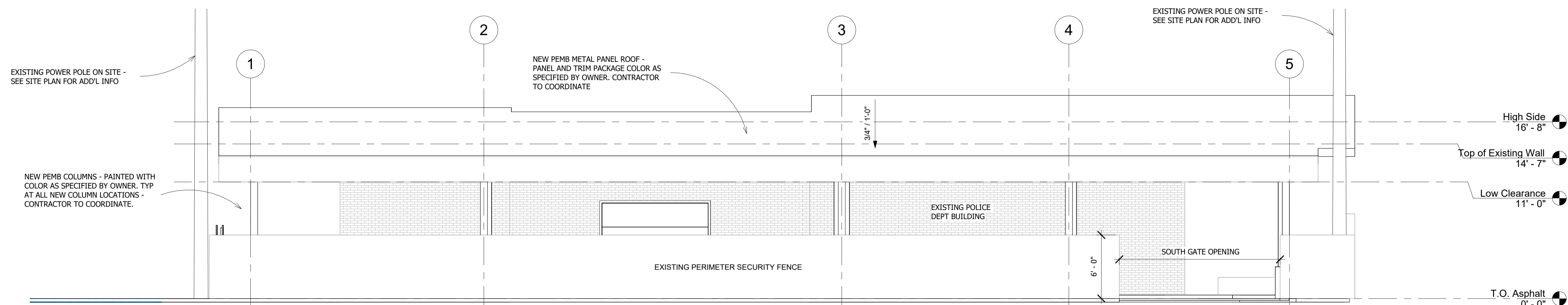
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A6

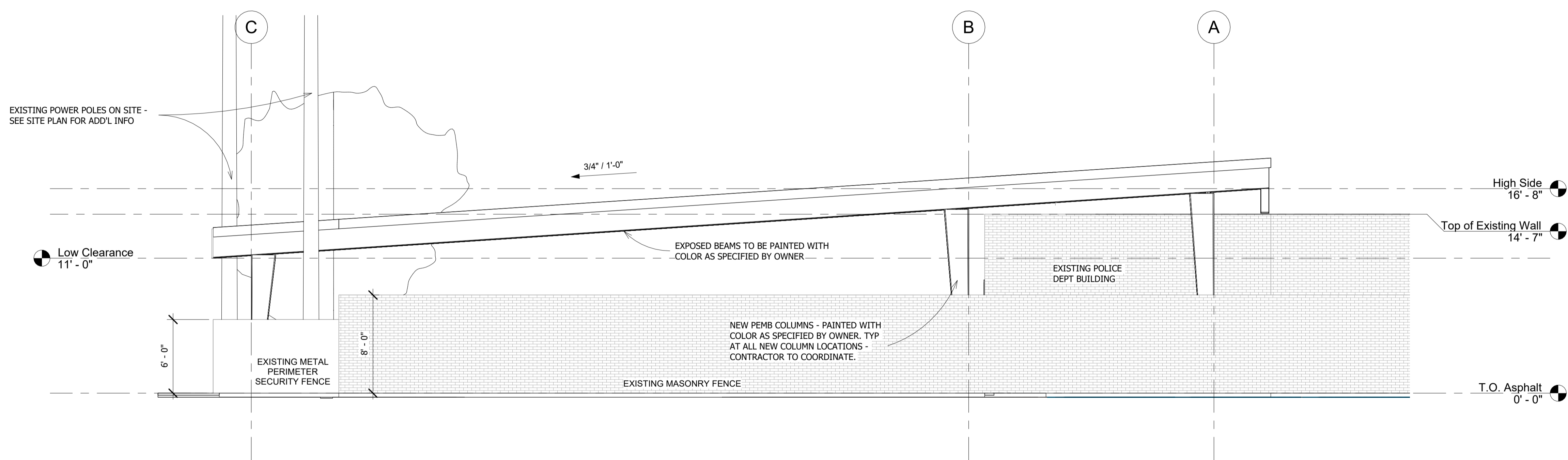
Scale 3/16" = 1'-0"

3/28/2025 8:19:56 AM

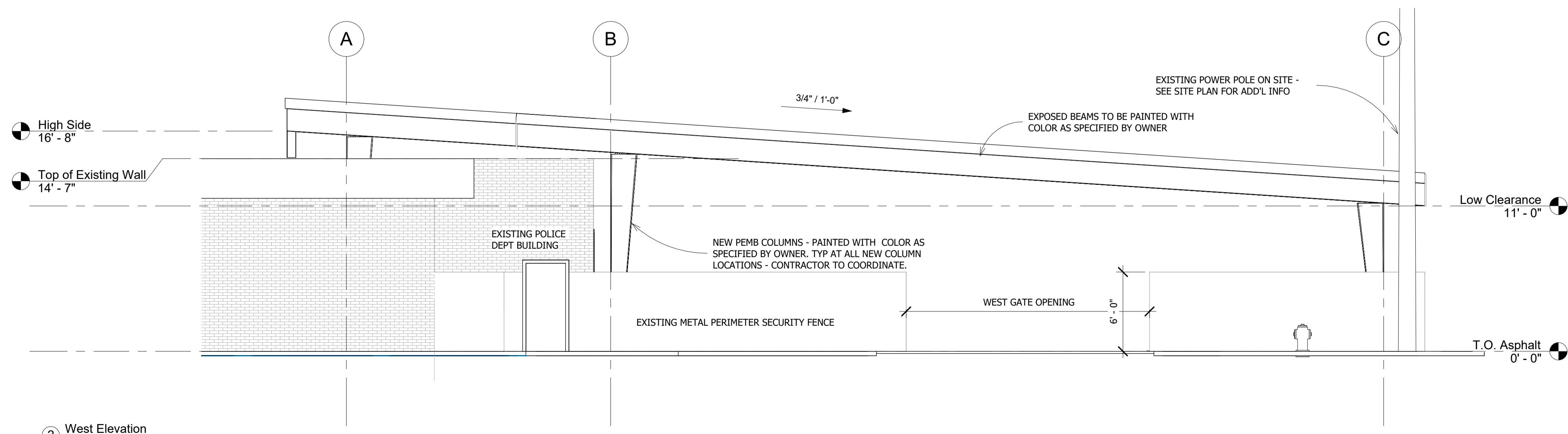




③ South Elevation  
3/16" = 1'-0"



① East Elevation  
3/16" = 1'-0"



② West Elevation  
3/16" = 1'-0"

**Lovington PD  
Awning  
Elevations**

|                |                |
|----------------|----------------|
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**A7**

Scale 3/16" = 1'-0"



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**BID DRAWINGS - NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION**

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 LOVINGTON NM

**NOTE:**  
 FOUNDATION DESIGN PROVIDED BY LAMB ENGINEERING & DESIGN BASED ON PRE-ENGINEERED METAL BUILDING NOT YET PROVIDED TO LAMB ENGINEERING & DESIGN.

# GENERAL FOUNDATION NOTES

**BUILDING CODE**

2021 EDITION OF THE INTERNATIONAL BUILDING CODE WITH STATE OF NEW MEXICO AMENDMENTS.

**LOADS**

ROOF LIVE LOAD PER METAL BUILDING MANUFACTURER.  
 ROOF DEAD LOAD PER METAL BUILDING MANUFACTURER.  
 FOUNDATION LOADS PER METAL BUILDING MANUFACTURER.

**MATERIALS:**

**CONCRETE:**

COARSE AGGREGATE TOP SIZE = 3/4". WATER-CEMENT RATIO RANGE = 0.55 MAX.

ALL EXTERIOR CONCRETE SLABS ARE TO SLOPE AWAY FROM BUILDINGS AND ARE TO BE AIR ENTRAINED.

THE SPECIFIED 28 DAY COMPRESSIVE STRENGTH IS AS FOLLOWS:  
 FOOTINGS, FC = 3,000 PSI (DESIGN BASED ON 2500 PSI).

ALL CAST-IN-PLACE CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE ACI. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED UNLESS NOTED OTHERWISE. ADMIXTURES CONTAINING CHLORIDES SHALL NOT BE USED. NO OTHER ADMIXTURES PERMITTED WITHOUT APPROVAL. FOR CONCRETE WITHOUT PLASTICIZER, MAXIMUM SLUMP 5 INCHES AT POINT OF PLACEMENT UNLESS NOTED OTHERWISE. IF PLASTICIZER IS USED, A HIGHER FINAL SLUMP MAY BE ALLOWED UPON ENGINEER'S APPROVAL. UNLESS NOTED OTHERWISE ON THE DRAWINGS, THE EMBEDMENT OF CONDUITS, PIPES, SLEEVES, ETC. OF ANY MATERIAL SHALL NOT BE PERMITTED WITHIN ANY CONCRETE STRUCTURAL ELEMENT OR STRUCTURAL CONCRETE TOPPING WITHOUT THE APPROVAL OF THE ENGINEER. TEST DATA FOR EACH CONCRETE MIX SHALL BE SUBMITTED FOR REVIEW PER CHAPTER 5 OF ACI 318. REFERENCE FIGURE R5.3 FOR SUBMITTAL REQUIREMENTS AND OPTIONS. CONCRETE MIX DESIGNS THAT ARE SUBMITTED WITHOUT THE APPROPRIATE TEST DATA CANNOT BE REVIEWED.

**REINFORCING**

ALL REINFORCING PER CRSI SPECIFICATIONS AND HANDBOOK. NO TACK WELDING OF REINFORCING BARS ALLOWED WITHOUT PRIOR REVIEW OF PROCEDURE WITH THE ENGINEER. LATEST ACI CODE AND DETAILING MANUAL APPLY. CLEAR CONCRETE COVERAGES ARE 3 INCHES FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, 1-1/2 INCHES FOR CONCRETE EXPOSED TO EARTH OR WEATHER.

ALL REINFORCING SHALL BE CHAIRED TO ENSURE PROPER CLEARANCES. SUPPORT OF FOUNDATION REINFORCING MUST PROVIDE ISOLATION FROM MOISTURE/CORROSION BY USE OF A PLASTIC OR CONCRETE CHAIR. DUCT-TAPE COVERED REINFORCING IS NOT AN ACCEPTABLE CHAIR.

ALL DIMENSIONS REFERENCED IN DRAWINGS AS "CLEAR" SHALL BE FROM FACE OF STRUCTURE TO EDGE OF REINFORCING, AND SHALL NOT BE LESS THAN STATED, NOR GREATER THAN "CLEAR" DIMENSION PLUS 3/8 INCHES. ALL OTHERS SHALL BE PLUS OR MINUS 1/4 INCHES TYPICAL UNLESS NOTED OTHERWISE.

**STEEL REINFORCING:**

- A. ALL PRINCIPAL LONGITUDINAL - ASTM A615 - GR 60.
- B. TIES, STIRRUPS, ETC. ASTM A615 - GR 40.
- C. WIRE PER ASTM A82.

**LAP SPLICES IN CONCRETE:**

PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT ALL CORNERS AND INTERSECTIONS PER TYPICAL DETAILS. REINFORCING BAR SPACING GIVEN ARE MAXIMUM ON CENTERS. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE. LAP SPLICES, UNLESS NOTED OTHERWISE, SHALL BE CLASS "B" TENSION LAP SPLICES PER LATEST EDITION OF ACI 318.

**DRYPACK:**

DRYPACK SHALL BE 5000 PSI NON-SHRINK GROUT, FIVE STAR OR EQUIVALENTS. INSTALL DRYPACK UNDER COLUMN BASE PLATE AFTER COLUMN HAS BEEN PLUMBED BUT PRIOR TO SUPPORTED FRAMING BEING INSTALLED.

**EXPANSION AND EPOXY ANCHORS:**

ALL EXPANSIVE ANCHORAGE FOR CONCRETE INSTALLATION SHALL BE PER ITW/REDHEAD "TRUBOLT" WEDGE ANCHOR (ICC ESR-2251) OR APPROVED EQUIVALENT. ALL ADHESIVE (EPOXY) ANCHORAGE FOR CONCRETE SHALL BE PER SIMPSON "SET" SYSTEM WITH DUAL SIDE BY SIDE CARTRIDGES (ICC ESR-1771) OR APPROVED EQUIVALENT.

**STEEL REINFORCING:**

- A. ALL PRINCIPAL LONGITUDINAL - ASTM A615 - GR 60.
- B. TIES, STIRRUPS, ETC. ASTM A615 - GR 40.
- C. WELDED WIRE FABRIC - ASTM A185 - GR 60.
- D. WIRE PER ASTM A82.

**FOUNDATION:**

DESIGN SOIL BEARING VALUE = 2500 PSF (CODE MAXIMUM).

**FROST DEPTH:**

FROST DEPTH = 18 INCHES MINIMUM OR AS REQUIRED BY LOCAL JURISDICTION.

**ANCHOR RODS:**

ANCHOR RODS INCLUDE HOOKED, HEADED, AND THREADED AND NUTTED ANCHORS. THE TERMS ANCHOR BOLT AND ANCHOR ROD ARE USED SYNONYMOUSLY THROUGHOUT THESE DOCUMENTS. ALL ANCHOR ROD MATERIAL SHALL BE PER ASTM F1554 GRADE 55 - WELDABLE. ALL ANCHOR RODS SHALL BE INSTALLED WITH STEEL WASHERS AT SHORT SLOTTED HOLES USING SNUG TIGHT INSTALLATION UNLESS NOTED OTHERWISE.

**CONSTRUCTION NOTES**

- A. PER OSHA, STEEL MEMBERS AND DIAGONAL BRACING CANNOT BE RELEASED FROM HOISTING CABLES UNTIL ALL BOLTS OR WELDS AT MEMBER ENDS ARE COMPLETE.
- B. THE METHOD AND STABILITY OF THE FOUNDATION WORK IS THE RESPONSIBILITY OF THE CONTRACTOR, SEE SPECIFICATIONS AND NOTES HEREIN FOR ADDITIONAL INFORMATION.
- C. FOR CAST IN PLACE CONCRETE, CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES TO INSURE THAT ALL ANCHORS, EMBEDDED ITEMS, RECESSED AREAS AND PENETRATIONS COMPLY WITH DETAILS AS SHOWN ON DRAWING OR OTHERWISE SPECIFIED.
- D. LOCATION OF ANCHOR BOLTS AS PER METAL BUILDING MANUFACTURER.

**PRE-ENGINEERED BUILDING DESIGN CRITERIA:**

1. PRE-ENGINEERED BUILDING MANUFACTURER SHALL BE RESPONSIBLE FOR THE ENTIRE DESIGN OF THE STEEL SUPERSTRUCTURE, ROOF, DECK, FASCIAS, SUPPORT, BRACING, LATERAL ANALYSIS AND ALL RELATED WORK.
2. THE ENTIRE SUPERSTRUCTURE, INCLUDING THE ROOF DECK, SHALL BE DESIGNED IN ACCORDANCE WITH THE BUILDING CODE. WIND UPLIFT PRESSURES FOR ENCLOSED AND UNENCLOSED BUILDING AREAS SHALL BE CONSIDERED IN ACCORDANCE WITH THE SAID CODE.
3. THE PRE-ENGINEERED BUILDING SHALL BE DESIGNED TO SUPPORT SELF WEIGHT PLUS SUPERIMPOSED DEAD, LIVE, WIND OR SEISMIC LOADING, WHICHEVER COMBINATION PRODUCES THE MOST SEVERE CONDITION, IN ACCORDANCE WITH THE LATEST RECOMMENDATIONS OF THE MBMA. CONTRACTOR SHALL SUBMIT DESIGN CALCULATIONS AND SHOP DRAWINGS FOR REVIEW AND APPROVAL BEFORE FABRICATION. A REGISTERED ENGINEER SHALL SEAL CALCULATIONS AND SHOP DRAWINGS. SHOP DRAWINGS SHALL SHOW ALL INFORMATION INCLUDING, BUT NOT LIMITED TO FOUNDATION REACTIONS, DIMENSIONS, MEMBER SIZES AND PROPERTIES, FRAMING PLANS, SECTIONS AND ALL PERTINENT DETAILS.
4. STEEL PURLIN TYPE AND SPACING AND STEEL DECK SELECTION SHALL BE THE OPTION OF THE PRE-ENGINEERED BUILDING MANUFACTURER WITH APPROVAL OF STRUCTURAL ENGINEER OR OWNER.
5. THE PEMB IS TO BE DESIGNED AND FABRICATED ACCORDING TO AISC, MBMA & AISI LATEST SPECIFICATIONS. THE DIMENSIONAL TOLERANCES OUTLINED IN THE AWS CODE UNDER WORKMANSHIP AND THE TOLERANCES APPLICABLE TO ROLL FORM STEEL UNDER THE AISC STANDARD MILL PRACTICE SECTION ARE REQUIRED IN THE FABRICATION OF THE STEEL BUILDING FRAMES.
6. THE PEMB MANUFACTURER IS RESPONSIBLE FOR DESIGNING AND FABRICATING THE PRE-ENGINEERED METAL BUILDING TO WITHSTAND ALL LOADS REQUIRED BY CODE DESIGN OR BY REQUIRED USE OF THE BUILDING INCLUDING BUT NOT LIMITED TO GRAVITY, LATERAL, THERMAL, EXPOSURE TO ELEMENTS, ETC.
7. THE PEMB IS TO BE DESIGNED UNDER THE SUPERVISION OF A LICENSED ENGINEER WITHIN THE STATE OF THE PROJECT AND SHALL BEAR THE SEAL OF THE ASSOCIATED PROFESSIONAL ENGINEER.
8. THE PEMB MANUFACTURER SHALL PROVIDE A SUBMITTAL SHOWING THE COMPLETE DESIGN ANALYSIS SHOWING ALL CALCULATIONS FOR ALL STRUCTURAL MEMBERS, ANCHOR BOLT LAYOUT, REACTIONS, ERECTION DRAWINGS, CROSS SECTIONS, WALL AND ROOF PANEL LAYOUTS, BUILDING ACCESSORY COMPONENTS, SHEET METAL ACCESSORIES.
9. THE PEMB MANUFACTURER SHALL HAVE NO RESPONSIBILITY FOR THE FOUNDATION DESIGN BUT IS TO PROVIDE LAYOUT, LOAD AND REACTION INFORMATION FROM WHICH THE FOUNDATION MAY BE DESIGNED.
10. THE PEMB IS TO BE DESIGNED IN ACCORDANCE TO THE DIMENSIONS PROVIDED INCLUDING LOCATIONS OF THE COLUMNS SHOWN WITHIN THESE PLANS.
11. THE PEMB FRAME MINIMUM WEB THICKNESS IS 3/16 INCHES.
12. THE PEMB FRAMES ARE TO BE DESIGNED AS PINNED BASE CONNECTIONS.
13. METAL ROOF AND SOFFIT TO BE MINIMUM 26 GA THICKNESS.

**GENERAL NOTES:**

THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. EXCEPT WHERE NOTED, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES FOR PROCEDURE OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THERETO (NOR SHALL OBSERVATION VISITS TO THE SITE INCLUDE INSPECTIONS FOR THESE ITEMS).

WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS. SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA. ANY ENGINEERING DESIGN, PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW, SHALL BEAR THE SEAL OF A REGISTERED ENGINEER RECOGNIZED BY THE BUILDING CODE JURISDICTION OF THIS PROJECT. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED OF IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS WITH DRAWINGS PRIOR TO START OF CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH THE ENGINEER. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL ITEMS WITH THE APPROPRIATE TRADE DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION. TYPICAL DETAILS MAY NOT NECESSARILY BE CUT ON PLANS, BUT APPLY UNLESS NOTED OTHERWISE.

CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED CONSTRUCTION. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.

OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. IF AN OPTION IS CHOSEN, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES, APPROVALS AND THE COORDINATION OF THE WORK WITH ALL RELATED TRADES AND SUPPLIERS.

VERIFY ALL DIMENSIONS WITH DRAWINGS (IF APPLICABLE) AND FIELD CONDITIONS.

THE ADEQUACY OF ENGINEERING DESIGNS AND LAYOUT PERFORMED BY OTHERS RESTS WITH THE DESIGNING OR SUBMITTING AUTHORITY.

REVIEWING IS INTENDED ONLY AS AN AID TO THE CONTRACTOR IN OBTAINING CORRECT SHOP DRAWINGS. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR.

MECHANICAL, ELECTRICAL, PLUMBING, SITE, EXISTING BUILDING PLANS AND WORK BY OTHERS. CONTRACTOR AND OWNER ARE RESPONSIBLE FOR PROVIDING ADDITIONAL INFORMATION INCLUDING, BUT NOT LIMITED TO, PREVIOUSLY MENTIONED ITEMS IF REQUIRED BY RELEVANT AUTHORITY.

**SHOP DRAWINGS:**

SHOP DRAWINGS SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS IN ADDITION TO ITEMS REQUIRED BY ARCHITECTURAL SPECIFICATIONS. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMITTAL. ITEMS NOT IN ACCORDANCE WITH CONTRACT DOCUMENTS SHALL BE FLAGGED UPON CONTRACTOR'S REVIEW.

VERIFY ALL DIMENSIONS WITH DRAWINGS AND FIELD CONDITIONS.

MANUFACTURER OR FABRICATOR SHALL CLOUD ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DOCUMENTS. ANY OF THE AFOREMENTIONED WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEER'S REVIEW, UNLESS NOTED ACCORDINGLY.

THE ENGINEER HAS THE RIGHT TO APPROVE OR DISAPPROVE ANY CHANGES TO CONTRACT DOCUMENTS AT ANY TIME BEFORE OR AFTER SHOP DRAWING REVIEW.

THE SHOP DRAWINGS DO NOT REPLACE THE CONTRACT DOCUMENTS. ITEMS OMITTED OR SHOWN INCORRECTLY AND ARE NOT FLAGGED BY THE ENGINEER OR ARCHITECT SHALL NOT BE CONSIDERED CHANGES TO CONTRACT DOCUMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ITEMS ARE CONSTRUCTED TO CONTRACT DOCUMENTS.

THE ADEQUACY OF ENGINEERING DESIGNS AND LAYOUT PERFORMED BY OTHERS RESTS WITH THE DESIGNING OR SUBMITTING AUTHORITY.

REVIEWING IS INTENDED ONLY AS AN AID TO THE CONTRACTOR IN OBTAINING CORRECT SHOP DRAWINGS. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR.

**Lovington PD  
Awning**

**General  
Foundation Notes**

|                |                |
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| Project number | Project Number |
| Date           | Issue Date     |
| Drawn by       | DCL            |
| Checked by     | LED            |

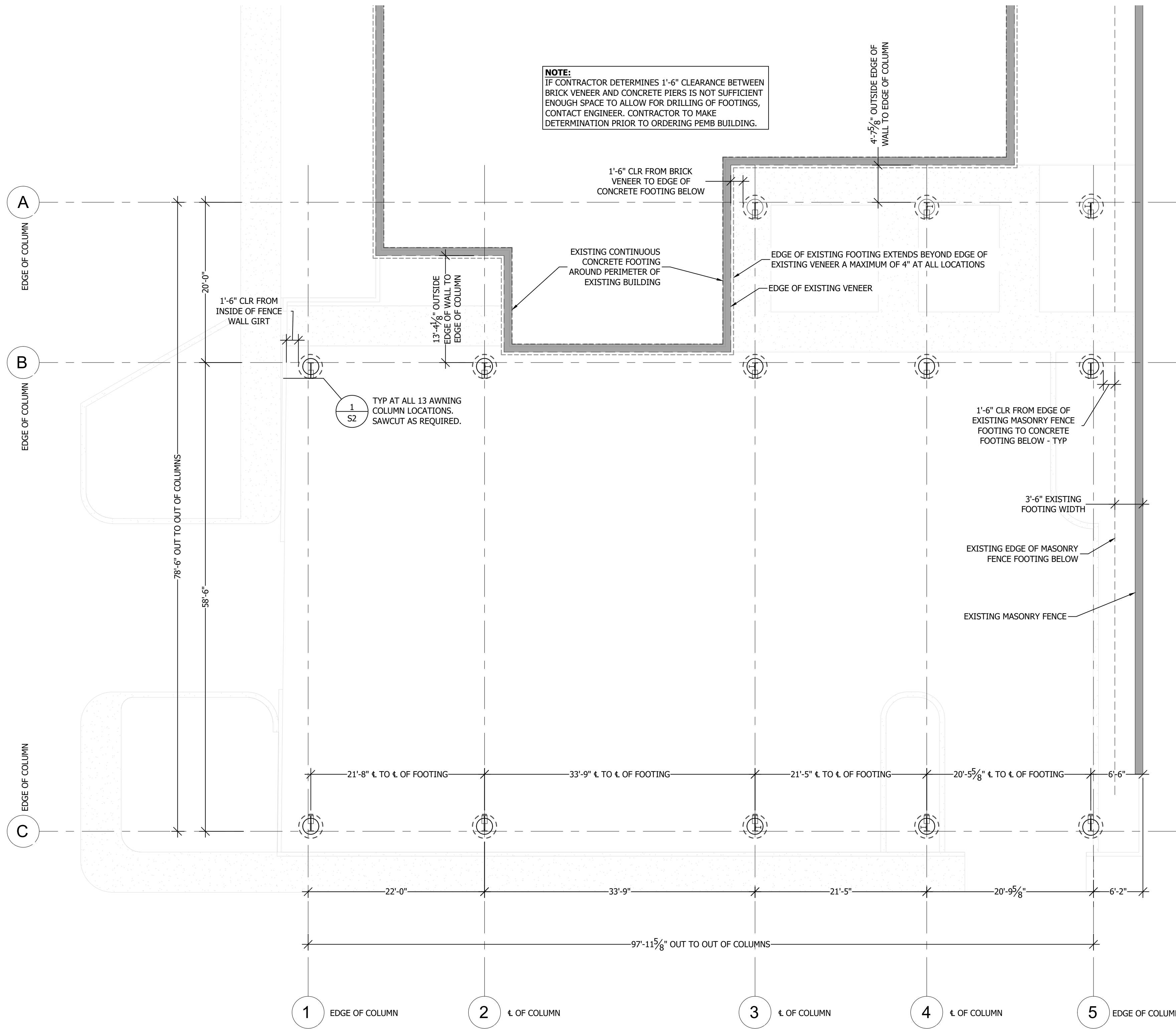
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Scale As indicated

**FOUNDATION NOTES**

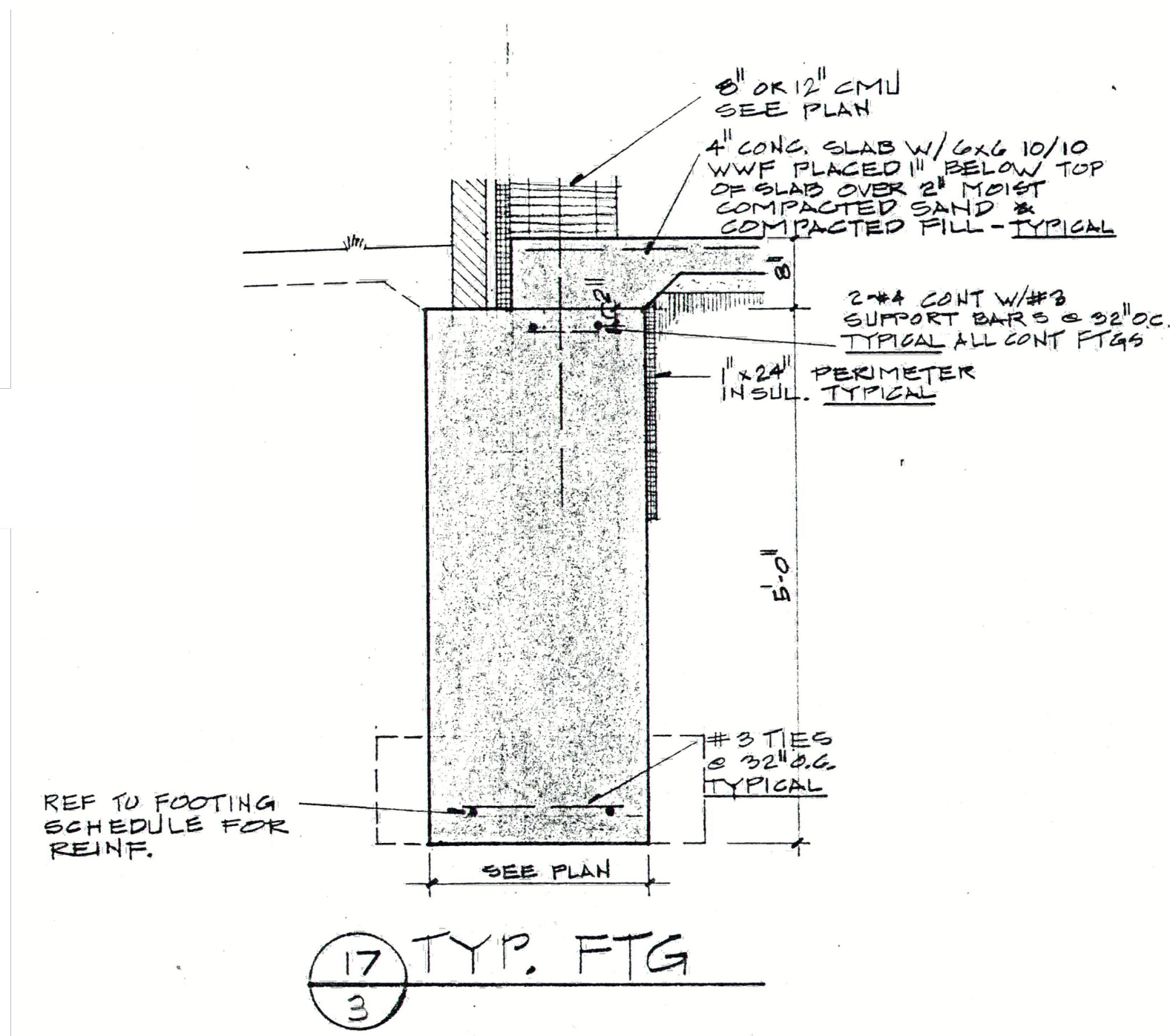
1. VERIFY ALL DIMENSIONS WITH FIELD CONDITIONS. DIMENSIONS, WHERE SHOWN, SHALL BE VERIFIED PRIOR TO PROCEEDING WITH THE WORK.
2. CONTRACTOR TO VERIFY COLUMN LOCATIONS WITH PLANS BY OTHERS.
3. SEE ANCHOR BOLT PLAN BY OTHERS FOR ADDITIONAL INFO.
4. DO NOT EXCAVATE NEW FOOTINGS DEEPER THAN EXISTING FOOTINGS.

**NOTE:**  
IF CONTRACTOR DETERMINES 1'-6" CLEARANCE BETWEEN BRICK VENEER AND CONCRETE PIERS IS NOT SUFFICIENT ENOUGH SPACE TO ALLOW FOR DRILLING OF FOOTINGS, CONTACT ENGINEER. CONTRACTOR TO MAKE DETERMINATION PRIOR TO ORDERING PEMB BUILDING.

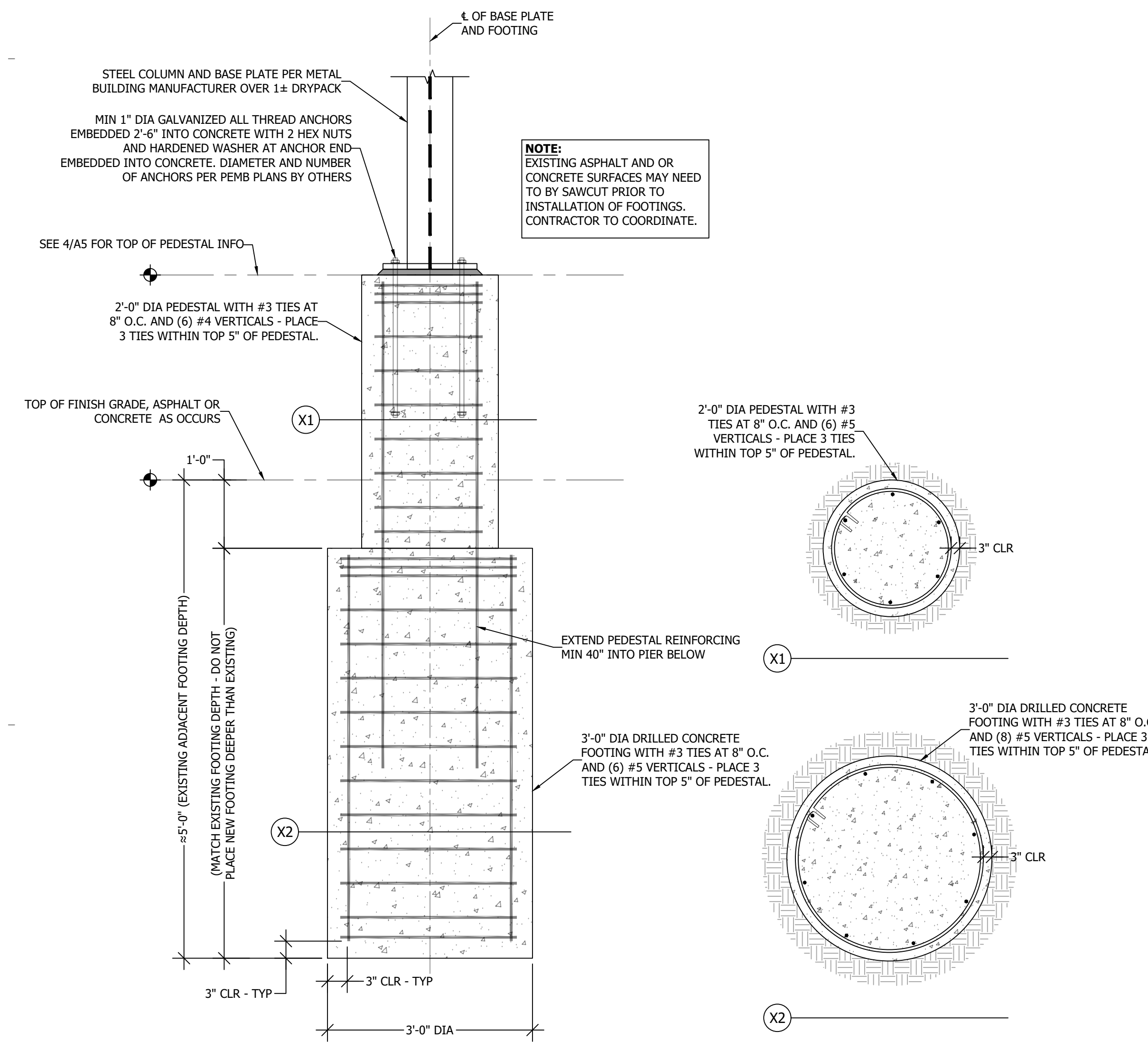


**COLUMN PLACEMENT & FOUNDATION PLAN**

Scale: 1/8" = 1'-0"

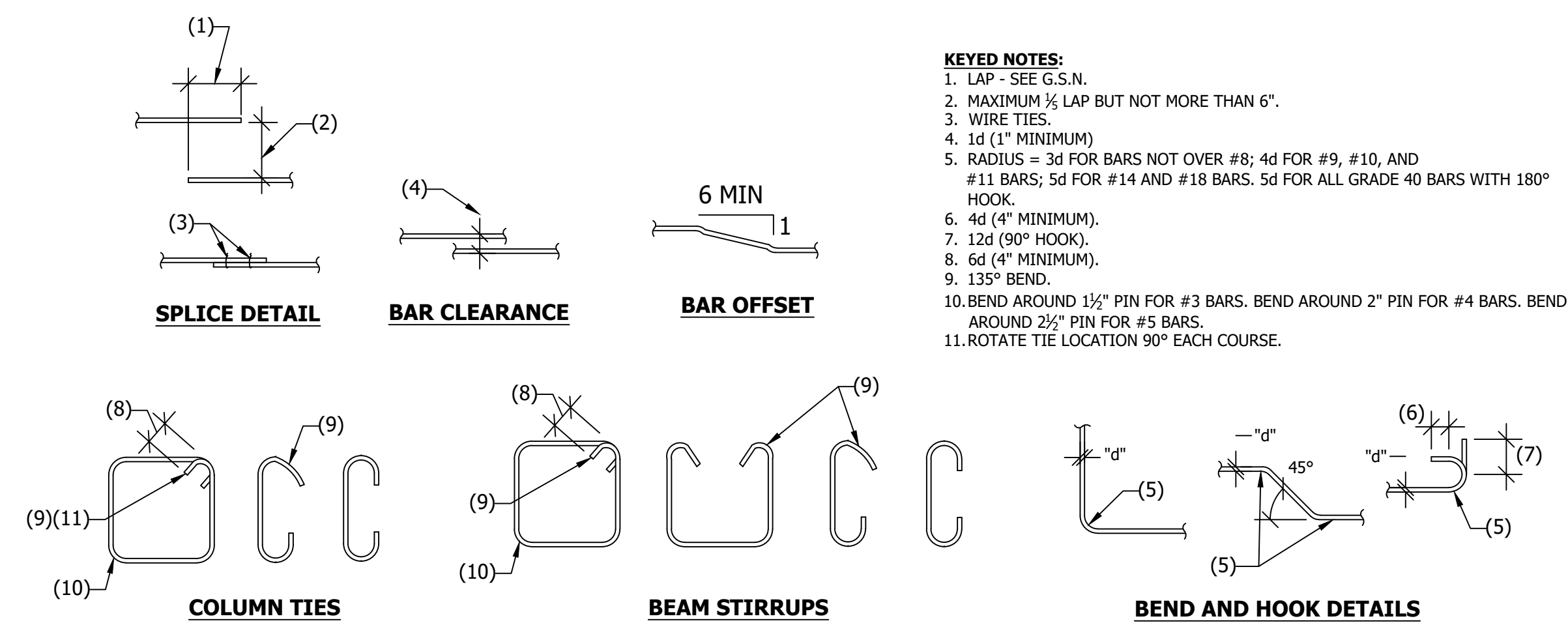


**2 EXISTING ADJACENT BUILDING FOOTING DETAIL**



**1 NEW STEEL COLUMN AT NEW CONCRETE FOOTING**

NO SCALE

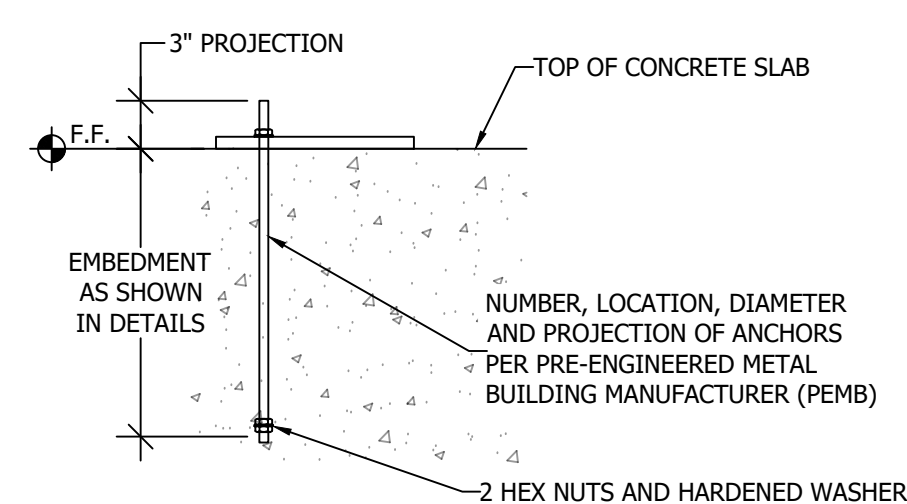


**3 TYPICAL CONCRETE REINFORCING BAR DETAILS**

NO SCALE

- KEYED NOTES:**
- TOP BARS ARE ANY HORIZONTAL BARS PLACED SO THAT MORE THAN 12" OF FRESH CONCRETE IS CAST IN THE MEMBER BELOW THE REINFORCEMENT.
  - LAP SPLICES SHALL BE CLASS "B" TENSION LAP SPLICES PER LATEST EDITION OF ACI 318 UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS OR SCHEDULES.
  - CONTACT STRUCTURAL ENGINEER IF CLEAR SPACING OF REINFORCEMENT IS LESS THAN OR EQUAL TO 2 BAR DIAMETERS, OR IF CLEAR COVER IS LESS THAN THE BAR DIAMETER.
  - THIS TABLE IS BASED ON NORMAL WEIGHT CONCRETE.
  - FOR ADDITIONAL INFORMATION, SEE G.S.N., PLANS, SCHEDULES, AND DETAILS.

| CONC PSI          | CLASS B TENSION SPLICE LENGTHS   |      |                            |      |                            |      | COMP. BARS                   |                         |
|-------------------|----------------------------------|------|----------------------------|------|----------------------------|------|------------------------------|-------------------------|
|                   | f <sub>c</sub> = 2,500/3,000 PSI |      | f <sub>c</sub> = 4,000 PSI |      | f <sub>c</sub> = 5,000 PSI |      | f <sub>c</sub> = ≥ 3,000 PSI |                         |
| BAR LOCATION SIZE | REGULAR                          | TOP  | REGULAR                    | TOP  | REGULAR                    | TOP  | STD LAP                      | ENCLOSED W/ SPIRAL TIES |
| #3                | 24"                              | 31"  | 19"                        | 24"  | 17"                        | 22"  | 12"                          | 12"                     |
| #4                | 32"                              | 41"  | 25"                        | 32"  | 22"                        | 29"  | 15"                          | 12"                     |
| #5                | 39"                              | 51"  | 31"                        | 40"  | 28"                        | 36"  | 19"                          | 14"                     |
| #6                | 47"                              | 61"  | 37"                        | 48"  | 33"                        | 43"  | 23"                          | 17"                     |
| #7                | 69"                              | 89"  | 54"                        | 70"  | 49"                        | 63"  | 26"                          | 20"                     |
| #8                | 78"                              | 102" | 62"                        | 80"  | 55"                        | 72"  | 30"                          | 23"                     |
| #9                | 88"                              | 115" | 70"                        | 91"  | 63"                        | 81"  | 34"                          | 25"                     |
| #10               | 99"                              | 120" | 79"                        | 102" | 70"                        | 91"  | 38"                          | 28"                     |
| #11               | 110"                             | 143" | 87"                        | 113" | 78"                        | 101" | 42"                          | 31"                     |



**1 TYP PEMB ANCHORS**

NO SCALE

**2 LAP SCHEDULE FOR REINFORCING STEEL IN CONCRETE**

NO SCALE

Lovington PD  
Awning

Foundation  
Details

Project number Project Number

Date Issue Date

Drawn by DCL

Checked by LED

**S3**

Scale As indicated