

County of Curry



Invitation to Bid No. 2019/20-06

Events Center Parking Lot

Issue Date:

November 20, 2019

BID Due:

December 18, 2019

Time: 2:00 p.m. Mountain Time

Curry County Administrative Complex

417 Gidding, Suite 100

Clovis, NM 88101

Attn: Finance/Purchasing Department

575-763-6016

Bids must be submitted in a sealed envelope that is clearly marked

“Bid No. 2019/20-06 – Do Not Open”

**Curry County Administrative Complex
Bid No. 2019/20-06 Events Center Parking Lot
Page 2 Commodity Class #91375 #91394**

On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for crack sealing, repair, seal coat and striping of the Curry County Events Center parking lot located at 1900 East Brady Avenue, Clovis, New Mexico 88101.

**IMPORTANT:
BIDS ARE DUE BY DECEMBER 18, 2019 AT 2:00 P.M.**

All bids must be submitted in a sealed envelope or package and must be clearly labeled with the bidder's name and address; bid number and opening date on the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT BY EMAIL AT thall@currycounty.org IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department

Or hand/courier-delivered to: Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101

May be signed for/left with the receptionist in the Administration Suite 100.

*Note: Delivery by hand or courier is highly recommended and encouraged to help ensure bid is received prior to deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

Troy Hall
Curry County Purchasing Agent
thall@currycounty.org

SPECIFIC CONDITIONS

Bids must be received by **December 18, 2019 at 2:00 p.m.** Mountain Time. Any bids received after 2:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. **Criteria for Award:** Award shall be based on the lowest responsible bid prices which meet specifications. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.
2. **Guaranteed Performance:** The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

SCOPE OF WORK

Bidder shall submit a bid for complete crack sealing, repair, seal coat and striping of the Curry County Events Center parking lot located at 1900 East Brady Avenue, Clovis, New Mexico 88101. The successful bidder shall supply all materials and perform all labor necessary to complete the project based on the specification noted herein. All pricing shall be listed and submitted on the Quotation Form.

Note: Brand names, where used, are to describe the standard of quality, performance and characteristic desired and is not intended to limit or restrict competition. Bidders are invited to provide their equal, supported by literature which fully describes the items being bid.

Asphalt Repair: Repair or replace existing damaged asphalt or problem areas as identified. Sawcut edges of repairs, remove and dispose of all the existing asphalt. Recompact existing base material and install tack oil on the vertical surfaces. Provide, place, and compact two (2) inches of asphalt surface course.

Oil Spot Primer: Provide and install SealMaster Prep Seal Oil Spot Primer (or equal) at all oil-based asphalt stains prior to application of asphalt sealant.

Crack Sealer: Provide and install SealMaster crack sealant (or approved equal) on all cracks. Cracks 3/8" or wider must be brush or mechanically cleaned to remove loose material, debris and vegetation. Cracks smaller than 3/8" wide may be blown clear to remove loose materials, debris or vegetation. Crack sealer will be applied to provide a uniform 2" wide band.

Seal Coat: Provide and install SealMaster Polymer-Modified MasterSeal (PMM) Asphalt and Blacktop Sealant (or approved equal) job mixed with aggregate. No Coal Tar products allowed. All materials to be applied evenly, with proper film thickness and with continuous agitation for proper mixing while application is in process. Follow the manufacturer specifications for installation. Two coats of PMM will be required with a **Third Coat Option**

noted on the bid submission.

Striping and Marking: Supply and install SealMaster Acrylic Traffic paint (or approved equal). Restripe parking lot pavement markings, including the fire lane using the current layout.

In all circumstances, the work to be performed shall be of first-class quality by employees skilled in the respective trade and knowledgeable about the product and equipment being used.

All parking lot edges shall be dressed out and all weeds and grass removed from the edges and disposed of.

Where the asphalt abuts concrete curbing or concrete flatwork, special care shall be taken to prevent the asphalt sealer from spraying or being applied to the concrete. Provide a clean and neat application. Any sealer that contacts the concrete surfaces will be removed prior to completion of the job and payment request.

Bidder shall be responsible for cleaning and properly disposing of any and all trash, debris and materials from the worksite on a daily basis and at the conclusion of the work. The Curry County Events Center will be open to the public and there may be activities going on at the Events Center during the term and schedule of the contract. The bidder shall work with the County Facilities Maintenance Superintendent and the Curry County Events Center General Manager to schedule work around the schedule of the Events Center. This project may need to be completed in phases to keep portions of the parking lot available during the project.

A map of the parking lot is attached for review.

CONTRACT

The contract shall become effective upon approval of Notice of Obligation from New Mexico Department of Finance and Administration and approval by the County and the terms and conditions herein shall be binding upon and continue until terminated by either party, as set forth herein. Bidder agrees to begin the project within ten (10) calendar days from issuance of the Notice to Proceed from County and agrees to complete the project no later than 45 calendar days after receipt of Notice to Proceed

The contract shall not become effective until the same is approved in writing by the Curry County Board of County Commissioners.

TERMINATION

The contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the County may early terminate the contract by providing bidder written notice of such termination. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay bidder for acceptable goods delivered and services rendered before the termination date.

The contract may also be terminated by either party hereto for cause upon fifteen (15) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract through no fault of the terminating party.

Upon receipt of notice of termination from County, bidder shall discontinue the services unless otherwise directed and upon final payment from County deliver to the County the required data, reports, summaries, and such other information and materials as may have been accumulated by bidder.

PRE-BID CONFERENCE

A pre-bid conference is not scheduled. Should you have questions regarding the scope of work, please contact Troy Hall by email at thall@currycounty.org. Curry County highly encourages bidders to make a site visit and familiarize themselves with the parking lot, as they will be held responsible for all requirements, as outlined in the scope of work.

BID SECURITY

Each bidder shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA 1978.

PERFORMANCE BOND

This (performance bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the County with a performance bond executed by a surety company authorized to do business in the state of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is required as outlined in Section 13-4-18 (A)(1) of NMSA 1978.

PAYMENT BOND

This (payment bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the County with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (A)(1) of NMSA 1978.

LIQUIDATED DAMAGES

Liquidated Damages in the amount of \$250 per day shall be assessed for every calendar day past the stated completion date. Completion date shall be 45 calendar days after notice to proceed is issued unless an extension is approved by the County in writing.

NOTICE TO PROCEED

The Bidder shall proceed with work within ten (10) working days from issuance of the notice to proceed, unless arrangements have been made with the successful bidder prior to contract execution.

WARRANTIES

Upon and as a condition of County's acceptance of the completed work, bidder shall provide County with a written one (1) full year warranty on all materials and labor for the work performed by the bidder.

Said one (1) year full contractor workmanship warranty shall commence upon the date of the signed report of acceptance from County. Any problems, defects, or issues discovered by County or brought to the County's attention during said one (1) year period will be conveyed in writing to the bidder and bidder shall respond and repair or replay any and all said problems, defects or issues as quickly as possible, but no later than ten (10) working days after notification from County. In the event of an emergency, bidder agrees to repair said problems/issues within seventy-two (72) hours of being notified by County. Said one (1) year workmanship warranty encompasses any and all problems, defects or issues that are discovered by County and for which notice has been given to bidder within said one (1) year period. Bidder shall repair and resolve any problems, defects or issues which it has been notified of regardless of whether the actual work occurs after the expiration of the one (1) year warranty or not.

Bidder shall also take whatever action is necessary to complete and ensure that all said manufacturers warranties used for completion of work are transferred/assigned in writing to County once the work has been completed and accepted by County.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid must be listed on a separate sheet labeled "Exception(s) to Bid Conditions", and attached to the bid.

QUOTATION SHEETS

Bidders shall use the attached Quotation Sheet(s) to submit their bids. The Quotation Sheet(s) must be signed.

NEW MEXICO BIDDER'S PREFERENCE

Pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978, and GSD Rule 1.4.1 NMAC, bidders claiming the 5% preference must be certified prior to the bid opening.

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The number must appear on the Quotation Sheet(s) in the space provided in order to receive the preference.

BID OPENING

Competitive sealed bids will be accepted until December 18, 2019 at 2:00 p.m. at the Curry County Administrative Complex, 417 Gidding, Clovis, New Mexico. Bids should be submitted in a sealed envelope clearly marked: "Bid No. 2019/20-06 - Do Not Open". At that time and place, the bids will be publicly opened.

RESERVATIONS

The Curry County Commission reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the County.

BIDDER'S PRE-START REPRESENTATIONS

Bidders represents that they have familiarized themselves with and assumes full responsibility for having familiarized themselves with the nature and extent of the contract documents, work, locality, and with all local conditions including weather conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the work and represents that they have correlated their study and observations with the requirements of the contract documents.

SAFETY REQUIREMENTS

It shall be the contractor's responsibility to provide for the safety of its workers and the public in compliance with the requirements of insurance and public health and safety standards.

PUBLIC WORKS

This solicitation is for a Public Works Project and subject to the public works statues of the State of New Mexico (13-4-1 to 13-4-43 NMSA 1978); Construction Industries Licensing Act (60-13-1 et seq. NMSA 1978); CID Rules and Regulations; Applicable Federal, State and Local Statues and Laws; and the City of Clovis Ordinances.

SUBMITTALS

Each Bidder will furnish, when requested, printed literature and manufacturers specifications sheets that fully describe the material they propose to furnish the County. The acceptance or rejection of equals or equivalentents shall be determined solely by the County or its representative.

SUBCONTRACTORS

The listing threshold for subcontractors for this project is **\$5,000** and shall be submitted in compliance with 13-4-32 thru 13-4-43 NMSA 1978. There shall be only one subcontractor listed for each classification. If subcontractors change according to bid options/additive alternates accepted than list the subcontractors and the bid lots where they are to be used.

The County reserves the right to disqualify subcontractors and suppliers in accordance with the conditions of the bid and contract. The bidders agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and or persons either directly or indirectly employed by them, as the bidder is for the acts and omissions of persons directly employed by the bidder. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the County.

The bidder may be required to establish the reliability and responsibility of the proposed subcontracts or of any manufacturer to furnish and perform the work in accordance with the contract documents and completion schedule, and may also be required to require performance and payment bonds of some or all subcontractors in conformance with sec. 13-4-37 NMSA 1978.

CODE COMPLIANCE

Complete installation must meet federal, state, and local laws, codes and regulations.

INSPECTION

The County or its designee shall at all times have the right to inspect and approve the work and materials.

WAGES

Wages will be paid in accordance with the State of New Mexico Public Works Statues regarding Wage Rates. The Wage Decision number for this project is **CU-19-2040-A**. A Wage Rate Schedule is enclosed with this Bid. Contractor and all tiers of subcontractors will submit certified weekly payrolls to the County Facilities Maintenance Superintendent (BI-Weekly).

AWARD

The award may be made to the bidder providing a responsive, responsible bid that meets and satisfies all of the requirements herein and results in the lowest overall cost to the County. The award will be made by the Curry County Commission at their regularly scheduled meeting. Bid prices must be good for ninety (90) days subsequent to date of opening.

APPROPRIATIONS

The terms of the Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County may immediately terminate the Agreement by giving bidder written notice of such termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the bidder and shall be final. Bidder hereby waives any rights to assert an impairment of contract claim against the County, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of the Agreement by the County or the Department of Finance and Administration.

PROTEST

Any bidder who is aggrieved in connection with this solicitation or award of a contract may protest to the County Purchasing Agent. The protest shall be submitted in writing within fifteen (15) calendar days after contract award. Protests shall be written and shall include the name and address of the protestor and the Invitation to Bid number. It shall also contain a statement of grounds for protest including appropriate support exhibits, and it shall specify the ruling requested from the Purchasing Agent. The protest shall be delivered to the Purchasing Agent.

CHANGED WORK

The County may from time to time order additions, deletions or revisions in the work; these will be authorized by a written change order prepared and signed by the County.

Additional work performed without authorization of a written and executed change order will not entitle bidder to an increase of contract price or an extension of contract time.

If notice of a change affecting the general scope of work or change in contract price is required by the provisions of any bond to be given to the surety, it will be the bidder's responsibility to notify the surety, and the amount of each applicable bond shall be adjusted accordingly.

QUESTIONS

Questions regarding the specifications stated within the bid or the bidding process should be directed to Troy Hall, Purchasing Agent at thall@currycounty.org

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and returned as part of the bid document. All bids

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must be completed and securely sealed prior to submitting to the purchasing office. No un-sealed, faxed or e-mailed bids are acceptable.

2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.
3. Payment Terms: For all goods/services provided by bidder, payment shall be made net thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Curry County Finance Department at 417 Gidding, Suite 100, Clovis, NM 88101. The successful bidder must submit and have a completed W9 form on file with the County prior to any payments being issued.

For all services paid by Credit Card, standard payments are usually made within 3-5 business days. All services made by credit card require a receipt. Invoices shall not be submitted separately if payment is made with credit card. Curry County shall not pay any fees when utilizing a credit card for payment.

4. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.
5. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Procurement Officer or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the Procurement Officer or designee. Questions answered by any other person or County official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Procurement Officer.
6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.
7. An in-state resident or resident veteran preference will be given to all resident New Mexico businesses that have been issued certification by the State of New Mexico. To qualify for the preference, the bidder must list a valid resident business certificate number and shall submit a copy of the certificate with the bid. If you have a question regarding a Resident Business (or Resident

Veteran Business) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the county to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re-issued through the Taxation and Revenue Department.**

8. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
9. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
10. Non-discrimination Statement: Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.
11. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. Curry County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

14. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County under this agreement.
15. If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Curry County.
16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own costs and attorney fees.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate
 - b. Workers' Compensations insurance as required by state statute.
18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

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.



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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 or call (505) 841-4400.



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
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1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Events Center Parking Lot
Requested Date: 11/01/2019
Approved Date: 11/04/2019
Approved Wage Decision Number: CU-19-2040-A

Wage Decision Expiration Date for Bids: 03/03/2020

2) Physical Location of Jobsite for Project:
Job Site Address: 1900 E. Brady
Job Site City: Clovis
Job Site County: Curry

3) Contracting Agency Name (Department or Bureau): Curry County
Contracting Agency Contact's Name: Carol Pipes
Contracting Agency Contact's Phone: (575) 763-6016 Ext. 130

4) Estimated Contract Award Date: 01/14/2020

5) Estimated total project cost: \$80,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Existing parking area at convention center will continue to be used for a parking area only.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$80,000.00	Parking area is to be repaired and cleaned and asphalt crack sealed, asphalt repair or replacement, apply seal coat and restripe all parking area.

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2019

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	23.78	9.08
Carpenter/Lather	24.08	10.84
Cement Mason	17.42	6.61
Ironworker	26.50	16.20
Painter (Brush/Roller/Spray)	17.00	6.78
Plumber/Pipefitter	29.45	12.37
Electricians (outside)		
Groundman	22.81	11.93
Equipment Operator	32.73	14.51
Lineman/Wireman or Tech	38.51	16.02
Cable Splicer	42.36	17.01
Laborers		
Group I	11.81	5.88
Group II	12.11	5.88
Group III	12.51	5.88
Group IV	12.76	5.88
Operators		
Group I	18.60	5.94
Group II	19.52	5.94
Group III	19.62	5.94
Group IV	19.73	5.94
Group V	19.83	5.94
Group VI	20.01	5.94
Group VII	20.17	5.94
Group VIII	20.46	5.94
Group IX	27.88	5.94
Group X	31.10	5.94
Truck Drivers		
Group I	16.15	7.52
Group II	16.15	7.52
Group III	16.15	7.52
Group IV	16.15	7.52
Group V	16.15	7.52
Group VI	16.15	7.52
Group VII	16.15	7.52
Group VIII	16.21	7.52
Group IX	18.15	7.52

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



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: Events Center Parking Lot
Requested Date: 11/01/2019
Approved Date: 11/04/2019
Approved Wage Decision Number: CU-19-2040-A

Wage Decision Expiration Date for Bids: 03/03/2020

2) Physical Location of Jobsite for Project:
Job Site Address: 1900 E. Brady
Job Site City: Clovis
Job Site County: Curry

3) Contracting Agency Name (Department or Bureau): Curry County
Contracting Agency Contact's Name: Carol Pipes
Contracting Agency Contact's Phone: (575) 763-6016 Ext. 130

4) Estimated Contract Award Date: 01/14/2020

5) Estimated total project cost: \$80,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Existing parking area at convention center will continue to be used for a parking area only.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) Cost: \$80,000.00	Parking area is to be repaired and cleaned and asphalt crack sealed, asphalt repair or replacement, apply seal coat and restripe all parking area.

BID FORM 2
SUBCONTRACTOR LISTING
INVITATION TO BID # 2019/20-06

The Subcontractor Listing Threshold for this Project is \$5,000, and Attached to the Bid in Compliance with 13-4-32 thru 13-4-43 NMSA 1978, Together with the City or County location of their place of business listed. The following subcontractors will work on the construction of the project if the bid is accepted. List only one entry for each category of work as defined by Contractor. Bidder represents that it is licensed and qualified to Perform 100% of the category of work for which no subcontractor is listed. D.W.S Registration Number required if amount of work exceed \$60,000.

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

Company Name: _____
Address: _____
City/County: _____ State: ____
Work to be performed: _____
Amount (\$): _____
License No.: _____
DWS Registration No. _____

**Curry County Administrative Complex
Bid No. 2019/20-06 Events Center Parking Lot
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-No bidder whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without the consent of the County.

-No bidder whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which the original bid did not designate a subcontract unless:

(1) the bidder fails to receive a bid from a category of work. Under such circumstances, the bidder may subcontract. The bidder shall designate on the listing form that no proposal was received or;

(2) the bidder fails to receive more than one bid for a category of work. Under such circumstances, the bidder may subcontract. The bidder shall state on the listing form that only one subcontractor's proposal was received, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

BID FORM 3
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, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution,

**Curry County Administrative Complex
Bid No. 2019/20-06 Events Center Parking Lot
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that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any: Ben L. McDaniel, Robert Sandoval, Chet Spear, Robert Thornton, Seth Martin Anastasia Hogland, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

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)

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Signature

Date

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

Date

Title (Position)

**BID FORM #4
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM**

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

Please check one box only

Resident Veterans:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

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

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

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

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

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

Resident Business/Veteran Business Certificate Number: _____

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

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

I do not claim New Mexico Resident Business or New Mexico Veteran's Resident Business preference on this bid.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

Events Center Parking Lot

(★ Asphalt Repairs)



Project Area

