

# REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

SPLASH PAD DESIGN AND INSTALLATION

PROPOSAL #090315



**RFP Deadline:**

Friday, September 29, 2015  
10 A.M. (MST)

**Submit Proposals To:**

Mr. James Williams  
City Manager  
City of Lovington  
214 South Love Street  
P.O. Box 1268  
Lovington, NM 88260\_  
[jwilliams@lovington.org](mailto:jwilliams@lovington.org)

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

**SPLASH PAD DESIGN AND INSTALLATION  
CITY OF LOVINGTON  
PROPOSAL #090315**

**DUE DATE: FRIDAY, SEPTEMBER 29, 2015 BY 10 A.M. (MST)**

The City of Lovington, New Mexico will receive sealed proposals in the Executive Department, 214 South Love Street, Lovington, New Mexico, for the Chaparral Park Splash Pad

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

James R. Williams, City Manager

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## **SECTION 1.0 – OVERVIEW**

### **1.1 BACKGROUND**

The project area is located within Chaparral Park in Lovington, New Mexico. The City of Lovington has a concrete pad of approximately 7,850 square feet, with an inoperative water feature, that needs to be removed to enhance aesthetics and public safety.

The Parks and Recreation Board, under the direction of the City Commission, has elected to replace the water feature with a splash pad, covered seating area, and walking trail. The goal of the project is to improve quality of life for local youth.

### **1.2 SELECTION PROCESS AND AWARD**

Offerors should submit a proposal that conforms to this RFP, including all information listed under SECTION 1.4 REQUIRED DOCUMENTATION. All proposals will be opened at the specified closing date and time.

Once the proposals are opened, a committee selected by the City will evaluate each proposal, taking into consideration the criteria and methodology stipulated in SECTION 4.0 EVALUATION OF PROPOSALS. The City, sole judge in evaluation considerations, may make an award to the vendor(s) that submits the proposal judged to be most advantageous.

At its discretion, the City may require the vendor to make an oral presentation of their proposal, to provide demonstrations, or to submit further written literature. These presentations provide an opportunity for the vendor to clarify the proposal. The City will schedule any such presentations or requests for information. The award/negotiation sequence will be based on a formal methodology established by the City.

Subsequently, a recommendation will be presented to the City Commission, which will be in the best interest of the City as determined by the Evaluation Committee. The City reserves the right to award on an all-or-none basis. The award will only be to responsible vendor(s) qualified by experience to perform the services specified herein. All proposals submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the proposal opening.

### **1.3 REQUIRED DOCUMENTATION**

The following items shall be included to be deemed responsive and complete:

- One (1) original, five (5) bound identical copies of the proposal, and one electronic copy
- Table of Contents page
- Narrative addressing the evaluation criteria

- Certificate(s) of insurance
- Proposal Form (Appendix)
- Options, Exceptions, or Variations Form (Appendix)
- Campaign Contribution Disclosure Form (Appendix)
- Bid Form – Resident/Veteran’s Preference Certification (Appendix)
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- **Review of the Public Works Project Requirements and Wage Decision #LE-15-1281 A, (Appendix)**
  - Submit list of all subcontractors to the City of Lovington (second page of the Notice of Award)
  - Submit verification the general contractor and all subcontractors are actively registered with the New Mexico Department of Workforce Solutions, Labor Relations Division, Labor Enforcement Fund  
(<http://www.dws.state.nm.us/landi/ContractorRegistration2/RegistrationSearch.aspx>)
  - Within three days of project award, Submit Statement of Intent to Pay Prevailing Wages for the general contractor and all subcontractors to the City of Lovington
  - Upon start of the project, submit Bi-Weekly Certified Payroll to the City of Lovington
  - Upon completion of the project, submit Affidavit of Wages Paid to the City of Lovington
- Any amendments to this RFP must be acknowledged in writing and signed by an authorized officer of the bidding organization
- Current Internal Revenue Service W-9 Form
- Specification sheets for all major components

## **SECTION 2.0 – TERMS AND CONDITIONS**

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the City and the successful offeror.
2. All proposals will be sealed, addressed, and delivered to: Executive Department, City of Lovington, 214 South Love Street, P.O. Box 1268, Lovington, New Mexico 88260 by September 29, 2015 at 10 A.M. (MST). Please mark the outside of the envelope PROPOSAL #090315. It is the offeror's responsibility to see that the proposal arrives on time. Late proposals, faxes, and emails will not be accepted. Telephone proposals will not be accepted.
3. All firms submitting proposals will be notified by letter of the Commission's award which will be conditioned upon entering into a formal written contract acceptable to the City.
4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
5. All proposals will be valid until the Agreement is awarded. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
6. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
7. The City reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the City may reject any or all proposals when it is the best interest of the City to do so.
8. The City of Lovington Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.
9. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of this Request for Proposals.
10. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to the City of Lovington.

11. The City will negotiate a contract with the highest qualified business(es) as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable. Contract may be subject to approval by a department of the state of New Mexico.

12. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated immediately by the contracting agency.

13. The offeror will save and hold the City harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.

14. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the City or to enter into any contract on behalf of the City. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of the City of Lovington.

15. The City may prematurely terminate this Contract if the City Manager judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term cause will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach,

acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

16. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the City. The offeror is forbidden from using non-employees.
17. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
18. Upon award, the agreement between offeror and the City will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.
19. **After award, proposals are subject to public inspection.** Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be considered proprietary. All material submitted will become the property of the City of Lovington and will not be returned.
20. The Contractor will be required to carry:
  - a. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
  - b. Automobile liability, including hire and non-owned automobile liability with a minimum of \$1,000,000.00 per accident.
  - c. Worker's Compensation insurance as required by New Mexico State Statute.

The City of Lovington will be listed as additional insured and proof of coverage will be provided to the City.

21. The City's policy on requests for copies of proposal information is as follows:
  - a. Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
  - b. Submit a written request detailing what information you would like to receive.
  - c. There will be a charge of \$1.00 per page by check/money order made payable to the City of Lovington at the following address:

City of Lovington  
214 South Love Street  
Lovington, NM 88260

The fee must be paid before the information is released.

22. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

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

## **SECTION 3.0 – SCOPE OF WORK**

### **3.1 GENERAL**

The City of Lovington is requesting proposals for the purpose of entering into a contract to design, furnish and install a new splash pad for the City of Lovington. The existing concrete pad and water feature in Chaparral Park shall be demolished and replaced with a splash pad, two shade structures, lighting, and walking trail. It is MANDATORY that any firm submitting to this RFP visit and become familiar with the proposed site.

All equipment that is to be removed from the site shall remain the property of the City of Lovington. However, bidders are encouraged to offer trade-in values for existing materials or equipment as a pricing alternative. If existing equipment is to be taken for trade, the bid sheet shall include credits, listed separately, to reflect the offered trade-in value.

The systems listed in this RFP constitute the “Basis of Design” and under no circumstances shall this list be construed as a comprehensive listing of each system type or equipment required for complete functional systems that meet the needs of the City. The contractor, designer, and/or engineer is responsible for performing their own due diligence and verifying that all of the required equipment and materials are included in their proposal. Any required or recommended items not listed in this section shall be included in the proposal as an alternate (i.e. Alternate 1, Alternate 2, etc.). Additionally, these items must be included on the attached form entitled “Options, Exceptions, or Variations Form”.

### **3.2 PROJECT SITE AND DESCRIPTION**

#### *Existing*

The project site contains a circular concrete pad approximately 100 feet in diameter, or 7,850 square feet. Within this site is an inoperative water feature. Due to its age and condition, the City desires to remove the structure and its components. The concrete pad will also need to be demolished, with all materials removed from the project site.

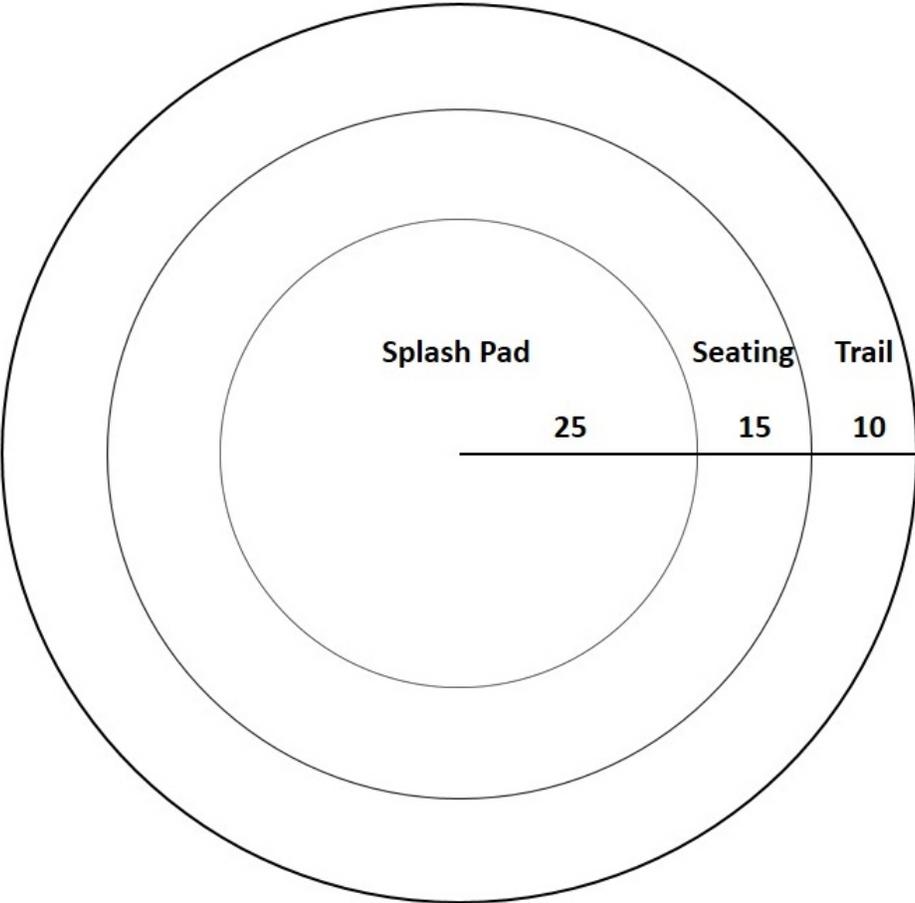
#### *Proposed*

The proposed splash pad will be approximately 2,000 square feet in concrete deck area and consist of 10 to 15 features. The final design is to be determined by the City. All accessibility needs, including ramps and sidewalks, shall be included. An adjacent concrete pad, approximately 15 feet in width and 2,024 square feet, shall be installed surrounding the splash pad with a minimum of two shade structures and seating areas. In addition, a 10 foot wide, or approximately 2,826 square feet, concrete trail shall be installed around the perimeter of the seating area to link to the existing walking trail in Chaparral Park. Energy efficient lighting shall be furnished and installed to light all areas of the project. An emergency call box, in conformance with State of New Mexico requirements for splash pads, shall be furnished and installed.

The project shall include all of the above requirements and the finished product shall be “turn-key”. Any additional equipment, materials, components or labor required for an operational splash pad, or to meet the established goals of the project, shall be the responsibility of the

contractor and shall be included in the proposal and listed on the attached form entitled "Options, Exceptions, or Variations Form".

The following diagram provides a graphical depiction of the proposed project. It is not drawn to scale and is only intended for illustrative purposes only. Offerors may submit an alternative concept as part of their proposal; these items must be included on the attached form entitled "Options, Exceptions, or Variations Form":



**3.3 VENDOR RESPONSIBILITIES**

- Offerors shall provide all Engineering Services and obtain all permits as required by the State of New Mexico for the proposal that is submitted.
- All applicable State Building Codes shall be met.
- All applicable State Health codes shall be met.
- Proposal shall include Design, Engineering, Installation and Training.
- All proposals shall include operational requirements and water usage requirements. All Landscaping adjacent to the sites to include 15' perimeter shall be provided.
- It is MANDATORY that offerors visit the project site before submitting a proposal.
- State Contract Pricing or GSA Pricing, if offered by vendor, whichever is most advantageous to the City of Lovington shall be used.

### **3.4 WARRANTY AND SUPPORT REQUIREMENTS**

All offerors shall agree to provide a 24-month warranty covering parts. Any additional costs to provide the requested warranty for any products not typically covered by said warranty shall be included. In addition, complete warranty information specifying the product coverage shall be included with the proposal.

Technical support shall also be provided for one year at no additional charge. All offerors shall provide information, including costs, to extend the technical support beyond the one year minimum requirement.

### **3.5 DELIVERY, INSTALLATION, AND TRAINING REQUIREMENTS**

The offeror agrees to furnish and install all equipment and materials necessary to achieve the project goals. At a minimum, the following requirements must be met:

- Provide two complete manuals of all new equipment installed.
- Provide on-site training classes for new equipment to parks staff.
- Provide all information on equipment lead time.
- Provide estimated start and completion dates.
- Delivery of all equipment should be directly to Chaparral Park or a location mutually agreed upon by the City of Lovington and the offeror.
- Work must be completed to the satisfaction of the City of Lovington. This shall be determined upon completion of the project. The City shall have the right to inspect the goods at both delivery and installation before accepting them.

**SECTION 4.0 – EVALUATION OF PROPOSALS**

The City will evaluate all proposals deemed responsive to this request by an Evaluation Committee selected by the City. Following the Committee’s analysis of the written proposals and discussions, the responses will be ranked to establish the highest score. The award will be based upon the proposal that is determined to be the most advantageous to the City in accordance with the following criteria:

<b>Criteria</b>	<b>Maximum Possible Points</b>
Design/System Ability to Meet Project Goals	25
Past Record of Performance	20
Cost of Project	20
Warranty and Service	10
Project Timeline	10
Veteran’s Business Preference	10
Resident Business Preference	5

Offerors are required to provide clear narrative explanations and supporting information for each criteria. If requesting Veteran’s or Resident Business Preference, the offeror will be required to furnish the appropriate certificate.

# APPENDIX

**PROPOSAL FORM  
CITY OF LOVINGTON, NEW MEXICO**

**SPLASH PAD INSTALLATION  
CITY OF LOVINGTON**

**PROPOSAL # \_\_\_\_\_**

**DUE DATE: \_\_\_\_\_**

I have read and understand the Terms and Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed/Printed)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Tax ID#

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

\_\_\_\_\_(name), being duly sworn, deposes and says that he/she is \_\_\_\_\_(title) of \_\_\_\_\_(company) and all fore-going questions and all statement herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

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

SPLASH PAD INSTALLATION  
CITY OF LOVINGTON  
PROPOSAL # \_\_\_\_\_  
DUE DATE: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

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

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

Name of Applicable Public Official: \_\_\_\_\_

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

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

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

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

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**BID FORM**  
**Resident / Veterans Preference Certification**

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

**Please check one box only**

**Veteran Resident Businesses:**

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

**Resident Businesses:**

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

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

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

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

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

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

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

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

\*Must be an authorized signatory for the Business.

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

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

## **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 assigned by statute to each project stakeholder.

### **Contracting Agency**

- Ensure that all contractors/prime contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) and Sub-Contractor list to Labor Relations Division promptly after the project is awarded.
- Provide updates to the Sub-Contractor list to the Labor Relations Division

### **General Contractor**

- Provide to the Contracting Agency within 3 (Three) days of award a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages for each contractor.
- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the owner/contracting agency.
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.
- Confirm the Wage Rate poster, provided by the Labor Relations Division, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) is sent to the Contracting Agency.

### **Sub-Contractor**

- Ensure that all sub-contractors wishing to bid on a Public Works project when their portion is over \$60,000 are actively registered with the Labor Relations Division prior to bidding.
- Submit bi-weekly certified payrolls to the General Contractor(s).
- Make certain NM Apprenticeship and Training Fund payments are to be paid either to an approved Apprenticeship program or to the Labor Relations Division.

## **Additional Information**

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link.

[www.dws.state.nm.us/new/Labor\\_Relations/publicworks.html](http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html).

## **Additional Information**

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

## **CONTACT INFORMATION**

Contact us for any questions relating to Public Works Projects.

Kim Kew [Kim.Kew@state.nm.us](mailto:Kim.Kew@state.nm.us) or 505-841-4405

Otis Caddy [LynnO.Caddy@state.nm.us](mailto:LynnO.Caddy@state.nm.us) 505-841-4406

Stacey Lowrey [Stacey.Lowrey@state.nm.us](mailto:Stacey.Lowrey@state.nm.us) 505-841-4412

Violet Miera [Violet.Miera2@state.nm.us](mailto:Violet.Miera2@state.nm.us) 505-841-4418

## Chaparral Park Splash Pad: Wage Decision #LE-15-1281 A

Contractor shall demolish existing concrete pad and water feature. New water line, splash pad features, water pump and filtration system, shade structures, and concrete pad will be installed within the existing footprint.

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

*Effective January 1, 2015*

Trade Classification	Base Rate	Fringe Rate	
Bricklayer/Blocklayer/Stonemason	17.74	0.26	
Carpenter/Lather	15.99	0.44	
Cement Mason	15.52	0.26	
Ironworker	21.77	6.03	
Painter (Brush/Roller/Spray)	17.56	0.44	
<b>Electricians (outside)</b>			
Groundman	26.79	11.03	
Equipment Operator	29.61	11.03	
Lineman/Wireman or Tech	30.20	11.03	
Cable Splicer	31.38	11.03	
Plumber/Pipefitter	28.30	4.07	
<b>Laborers</b>			
Group I	13.73	0.35	
Group II	14.03	0.35	
Group III	14.43	0.35	
<b>Operators</b>			
Group I	15.74	0.26	
Group II	15.94	0.26	
Group III	16.52	0.26	
Group IV	16.54	0.26	
Group V	16.53	0.26	
Group VI	16.69	0.26	
Group VII	16.74	0.26	
Group VIII	16.89	0.26	
Group IX	17.39	0.26	
Group X	18.19	0.26	
<b>Truck Drivers</b>			
Group I	13.32	0.26	
Group II	13.52	0.26	
Group III	13.72	0.26	
Group IV	13.92	0.26	

**NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.**

New Mexico Department of Workforce Solutions  
Public Works

121 Tijeras Ave. NE, Suite 3000, Albuquerque, NM 87102  
Phone: (505)-841-4400 fax to: (505) 841-4424 or Email to: [public.works@state.nm.us](mailto:public.works@state.nm.us)

Wage Decision # **LE-15-1281 A**  
**NOTIFICATION OF AWARD (NOA)**

**THIS WAGE DECISION # EXPIRES FOR BIDS ON 12/23/15**

**Description and Location of Work:** Chaparral Park Splash Pad

Contractor shall demolish existing concrete pad and water feature. New water line, splash pad features, water pump and filtration system, shade structures, and concrete pad will be installed within the existing footprint.

City of Lovington

County of Lea

1005 South Commercial Street

**REMINDER for Agency Conducting BID Process:**

After the Contracting Agency awards this project the Wage Rate Poster, Sub-List and the Project Requirement Document, excluding this NOA must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form and submit with the sub-list listing all of the subcontractors including all tiers of subcontractors and fax or email it to the address above. **If the project is canceled**, this form must be completed by the Contracting agency conducting the bid process and the wording "Cancelled" written on the form and send to the Labor Relations Division. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: \_\_\_\_\_ License#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Project Contact's name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Approximate Date Work to Start: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Estimated Cost of Project: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

Note: The General/Prime Contractor **MUST** mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) **MUST** also mail/fax their Statement of Intent to Pay Prevailing Wages to the General/Prime Contractor 3 days after award of project. After work on the project is completed **and before, final payment**, is made to subcontractors and all tiers of subcontractors, the contractor and subcontractors must mail/fax their Affidavit of Wages paid to the Contracting Agency for final payment.

**Signature for Contracting Agency (or agent)** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Email address for Contracting Agency (not agent)** \_\_\_\_\_ **Required Field**

**Date** \_\_\_\_\_

# SUBCONTRACTOR LIST

**DO NOT** list suppliers or professional services (such as surveyors)  
**INCLUDE** individual subcontractor dollar amount for project

Email to: [public.works@state.nm.us](mailto:public.works@state.nm.us) or fax to: (505) 841-4424

Please include **2nd & 3rd Tier** subcontractors. Make extra copies of form if necessary.

Wage Decision. # **LE-15-1281 A**

## **General Contractor:**

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Start Date: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Start Date: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Start Date: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Start Date: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

---

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_  
(To Whom) (To Whom)  
Work to be performed: \_\_\_\_\_ Start Date: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

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Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Sub \_\_\_\_\_ 2<sup>nd</sup> TIER \_\_\_\_\_ 3<sup>rd</sup> TIER \_\_\_\_\_

Work to be performed:

Start Date:

(To Whom)

(To Whom)

Amount (\$):

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Revised 8/23/13

Page 2 of 2

# PAYROLL STATEMENT OF COMPLIANCE

Wage Decision No. : \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_ do hereby state:  
 (Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: \_\_\_\_\_  
 (Contractor or Subcontractor)

on the \_\_\_\_\_  
 (Name of Project)

that during the payroll period commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, all persons employed on said project have been paid the full weekly wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any

(Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.
- (3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept. of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

**(4) FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)**

\_\_\_(a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program for the benefit of such employees.

*If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below.*

<b>Name of Program Used for Fringe Benefits:</b>				
<b>Pension =</b>	<b>Health/Welfare =</b>	<b>Holiday/Vac. =</b>	<b>Life Ins. =</b>	<b>Training* =</b>
(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)				

FRINGE BENEFITS:

1. Pension
2. Health/Welfare
3. Holiday/Vacation
4. Life Insurance
5. Training (not Apprenticeship) \*

*FRINGE BREAKDOWN SAMPLE:*

Fringe Benefit:	Amount:
401(K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

\_\_\_(b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

\_\_\_(c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

**APPRENTICESHIP CONTRIBUTIONS:** (Please check applicable blank)

\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

\_\_\_ Check paid to: \_\_\_\_\_  
 (Name & address of approved Apprenticeship & Training Program (Program No.))

Print Name of Certifying Official: \_\_\_\_\_ Signature of Certifying Official: \_\_\_\_\_ Title & Phone No.: \_\_\_\_\_ Date: \_\_\_\_\_

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

# **INSTRUCTIONS FOR COMPLETING STATEMENT OF INTENT TO PAY PREVAILING WAGES**

## **GENERAL CONTRACTOR**

1. Enter general contractor information and provide signature.
2. Enter State Wage Decision Number as listed in bid documents. (Example: BE-13-0123 B)
3. Enter project title - listed in bid documents.
4. Enter project physical address - exact location of project (job site).
5. Enter estimated start & completion dates of project.
6. Enter general contractor's contract amount.
7. All Statements must be sent to the Contracting Agency.

## **SUB CONTRACTOR**

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information as indicated and provide signature.
3. Enter sub contractor contract amount.

NOTE: A separate signed form is needed for each contractor.

## **2ND TIER SUB CONTRACTOR**

1. Enter general contractor information, but general contractor signature is not needed.
2. Enter sub contractor information; subcontractor signature not needed.
3. Enter 2nd tier sub information and provide signature.
4. Enter 2nd tier contractors contract amount.

## **3RD TIER AND HIGHER CONTRACTOR**

1. Attach a copy of this completed form & list the 3rd tier contractor information under the 2nd tier

**STATEMENT OF INTENT TO PAY PREVAILING WAGES**

**To Be Completed Before Construction Starts**

**ALL FIELDS ARE REQUIRED**

**FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD**

<b>General Contractor Information</b>		
Company Name:		
Address:		
City :	State:	Zip:
Phone:	Fax:	E-Mail:
Estimated Start Date:	<b>State Wage Decision Number:</b>	
Project Title:	Project Physical Address:	
<b>Total Contract Amount:</b>	Estimated Completion Date:	
Print Name:	General Contractor Signature:	
		Start date on this project:
<b>Sub Contractor Information</b>	Sub Contract Amount:	
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
		Start date on this project:
<b>2<sup>nd</sup>, 3<sup>rd</sup>, etc. Tier Sub-Contractor Information</b>	Contract Amount:	
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

\_\_\_\_\_ Date

Contractor's Signature