

**CITY OF ALBUQUERQUE**

**REQUEST FOR BID**

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR SERVICES:

REQUEST NUMBER: RFB2007-108-TC  
TITLE: UTILITY LOCATING SERVICES  
OPENING DATE: MARCH 14, 2007 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

THOMAS COURTIN, SENIOR BUYER, (505)768-3504  
CITY OF ALBUQUERQUE PURCHASING OFFICE  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT  
CENTER  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

OFFICE OF THE CITY CLERK  
CITY OF ALBUQUERQUE  
POST OFFICE BOX 1293  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO 87103

HAND CARRIED OFFERS WILL BE RECEIVED AT:

THE OFFICE OF THE CITY CLERK  
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING  
11TH FLOOR, 1 CIVIC PLAZA  
ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM MARCH 14, 2007

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER  
7TH FLOOR CONFERENCE ROOM  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO

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GENERAL INFORMATION AND REQUIREMENTS  
REQUEST NUMBER: RFB2007-108-TC

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- \_\_\_\_\_ OFFEROR COMPLIANCE FORM  
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- \_\_\_\_\_ PRICING DETAIL FORM(S)  
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- \_\_\_\_\_ OFFEROR COMMENTS FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- \_\_\_\_\_ LOCAL PREFERENCE CERTIFICATION FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE PREFERENCE.
- \_\_\_\_\_ BID BOND  
A BID BOND IN PROPER FORMAT MUST BE SUBMITTED WITH THIS OFFER. FAILURE TO SUBMIT A BID BOND WILL DISQUALIFY YOUR OFFER.
- \_\_\_\_\_ LICENSES AND CERTIFICATIONS  
LICENSES AND/OR CERTIFICATIONS AS STATED IN THE BID SPECIFICATIONS ARE A REQUIREMENT OF THIS REQUEST.

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OFFEROR COMPLIANCE FORM

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FOR FURTHER INFORMATION  
CALL THOMAS COURTIN  
AT (505)768-3504

DELIVERY DATE: \_\_\_\_\_  
(PLEASE SPECIFY)

FOB POINT:  
ANTHONY LOPEZ  
DEPT OF MUNICIPAL DEVELOPMENT  
PLAZA DEL SOL, 4<sup>TH</sup> FLOOR  
ALBUQUERQUE, NM 87103

REQUISITION

BID BOND AMOUNT: \$0.00  
BID BOND PERCENT: 5%

PERFORM BOND AMOUNT: \$0.00  
PERFORM BOND: 5%

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:  
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: \_\_\_\_\_%

30 CALENDAR DAYS: \_\_\_\_\_%

OTHER: \_\_\_\_\_ CALENDAR DAYS: \_\_\_\_\_%

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED.

LOCAL PREFERENCE REQUESTED: MFG? \_\_\_\_\_ BUSINESS? \_\_\_\_\_

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION.

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: \_\_\_\_\_

MFG? \_\_\_\_\_ BUSINESS? \_\_\_\_\_

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS , CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(PRINT OR TYPE)COMPANY

NAME: \_\_\_\_\_ EIN: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.  
TO ACCESS FORMS VISIT [WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML](http://WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML).

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 PRICING DETAIL FORM  
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IN ACCORDANCE WITH THE ENCLOSED  
 SPECIFICATIONS, TERMS AND CONDITIONS,  
 FURNISH THE CITY WITH THE FOLLOWING:

TWO (2) YEAR CONTRACT FOR UTILITY LOCATION  
 AND VERIFICATION SERVICES

GROUP NO.	ITEM NO.	QUANTITY/ UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	500.00 EA ESTIMATED	PRICE PER UTILITY LOCATE, REGULAR DEPTH, PER THE ATTACHED SPECIFICATIONS	_____	_____
1	2	150.00 FT ESTIMATED	PRICE PER VERTICAL FOOT FOR EXTRA DEPTH OF UTILITY LOCATE OF 11 TO 15 FEET  FOR THIS ITEM, YOU WILL BE BIDDING ONLY THE COST OF ADDITIONAL FEET. THE COST OF THE UTILITY LOCATE, UP TO 10 FEET, IS INCLUDED IN ITEM 1	_____	_____
1	3	100.00 FT ESTIMATED	PRICE PER VERTICAL FOOT FOR EXTRA DEPTH OF UTILITY LOCATE OF 16 TO 20 FEET  FOR THIS ITEM, YOU WILL BE BIDDING ONLY THE COST OF ADDITIONAL FEET. THE COST OF THE UTILITY LOCATE, UP TO 15FEET, IS INCLUDED IN ITEMS 1 & 2	_____	_____
1	4	299.00 HR ESTIMATED	HOURLY RATE FOR NON-DESTRUCTIVE EXCAVATION AND BACKFILL	_____	_____
1	5	200.00 EA ESTIMATED	HOURLY RATE FOR SURFACE (HORIZONTAL) LOCATE, STREET LIGHTS	_____	_____
1	6	50.00 HR ESTIMATED	HOURLY RATE FOR SURFACE (HORIZONTAL) LOCATE, WATER LINES	_____	_____
1	7	100.00 HR ESTIMATED	HOURLY RATE FOR SURFACE (HORIZONTAL) LOCATE, GENERAL	_____	_____

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 PRICING DETAIL FORM  
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GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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GROUP TOTAL PRICE      =====

FOR TECHNICAL INFORMATION, CONTACT THOMAS COURTIN AT  
 (505) 768-3504.

OFFERORS MUST HAVE A STATE OF NEW MEXICO  
 CONTRACTOR'S LICENSE, GA-2. INDICATE YOUR NEW  
 MEXICO CONTRACTOR'S LICENSE NUMBER IN THE SPACE  
 PROVIDED BELOW:

NM CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

A 5% PERFORMANCE BOND WILL BE REQUIRED OF THE  
 AWARDED VENDOR.

COMMERCIAL GENERAL LIABILITY INSURANCE, EDITION 1986 OR  
 EQUIVALENT, WITH NO NON-STANDARD EXCLUSIONS, IN THE  
 AMOUNT OF \$2,000,000.00, NAMING THE CITY OF ALBUQUERQUE  
 AS AN ADDITIONAL INSURED, WILL BE REQUIRED OF THE  
 AWARDED VENDOR.

PROSPECTIVE CONTRACTORS SHALL HAVE AT LEAST THREE (3) YEARS  
 OF EXPERIENCE WORKING WITH NON-DESTRUCTIVE METHODS  
 OF UTILITY LOCATING AND SHALL HAVE COMPLETED A  
 MINIMUM OF 500 UTILITY LOCATES. BIDDERS SHALL SUBMIT A  
 SUMMARY OF SUCH EXPERIENCE WITH THEIR OFFER OR UPON  
 DEMAND BY THE CITY.

\*\*\*\*\*LAST ITEM REQUESTED\*\*\*\*\*

1. Scope of Work

- 1.1 The services to be provided by CONTRACTOR (collectively called the “Work”) shall generally consist of providing utility location and verification services in support of the CITY’s professional engineering services for design of proposed CITY construction projects.
- 1.2 The CITY offers no guarantees regarding the actual amount or duration of Work to be performed by CONTRACTOR. The CITY reserves the right to perform work with its own forces and to award other contracts for similar services.
- 1.3 The CONTRACTOR shall meet with the consultant professional engineer or City project manager prior to the start of Work on each project to determine the extent and scope of Work for each project. When required by the CITY, CONTRACTOR may need to attend project utility meetings with CITY representatives, utility company personnel, other contractors, and property owners at no additional cost.

2. Performance of Work

- 2.1 CONTRACTOR shall perform all Work in accordance with the orders and directions and to the satisfaction of the CITY. Unless otherwise notified in writing, all directions from the CITY shall come from the CITY Utility Coordinator, and all correspondence shall be directed to the attention of the City Utility Coordinator. The CONTRACTOR shall perform all Work with due diligence, care, and safety; in a good and workmanlike manner; and agrees to provide competent supervision of the Work performed hereunder.
- 2.2 CONTRACTOR shall furnish all supervision, labor, materials, tools, supplies, equipment, and services required for the completion of the Work.
- 2.3 At the direction of the CITY, the CONTRACTOR shall contact the design engineer regarding the site, visit the site, and request utility line spots through the New Mexico One-Call System (260-1990) at least 48 hours prior to commencing Work on a project. The CONTRACTOR shall attempt to verify all utility spots in the vicinity of the Work through the use of CONTRACTOR supplied non-destructive electromagnetic or sonic techniques. Verification of utility spots shall be considered incidental to the work required for each nondestructive utility locate.
- 2.4 At each utility location site (also called a “Utility Locate”) the CONTRACTOR shall neatly cut and remove existing pavement, which cut shall not exceed 12” x 12”. CONTRACTOR shall excavate the Utility Locate through the use of a non-destructive excavation method to expose the utility to be measured. Such excavation method shall ensure the safety of the excavation, the integrity of the utility to be measured, and the integrity of any other utility lines which may be encountered during excavation. Excavation methods shall be through the use of a high-pressure air or water jet, or other approved method. A mechanical shovel or backhoe is not an approved method of excavation. CONTRACTOR shall coordinate all Work with the respective utility owners and shall provide all utility company inspectors an opportunity to view the exposed utility prior to backfilling. The CONTRACTOR shall proceed excavating until a depth of ten (10) feet and a width of three (3) feet is reached if utilities are not uncovered.
- 2.5 After a utility has been exposed and prior to backfilling at each Utility Locate, the CONTRACTOR shall record the following information:
  - a) Depth to top and bottom of all exposed utilities from the ground surface elevation directly above the utility,
  - b) Outside diameter of utility if less than 12”
  - c) Configuration of non-encased, multi-conduit systems,
  - d) Direction of utility,
  - e) Outside dimensions of encasements around utilities, including concrete caps,
  - f) Utility structure, condition, and composition when reasonably ascertainable,

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UTILITY LOCATE SPECIFICATIONS  
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- g) Pavement thickness and type, including sub-base, if applicable
  - h) Depth of water table, if applicable,
  - i) Depth of frost line, if applicable,
  - j) General soil type and conditions, and
  - k) Other pertinent information if reasonably ascertainable. All depths shall maintain a tolerance of +0.5 inch.
- 2.6 CONTRACTOR shall replace bedding material around exposed utility lines in accordance with owner's specifications. Backfilling shall be layer compacted to 95% of ASTM D-1557 to the top of subgrade per City standard specifications. CONTRACTOR shall provide permanent pavement restoration within limits of original cut using like-kind materials as originally removed. Asphalt thickness to be replaced shall be 2 inches more than original depth. If suitable base course material is not available, cold mix asphalt can be used as a substitute. No compaction of backfill is required in landscape areas.
- 2.7 CONTRACTOR shall restore Utility Locates to the condition existing prior to CONTRACTOR's entry, including, but not limited to, repair of lawns and plantings, paving, road surfaces, and other similar damages. CONTRACTOR shall furnish and install permanent metal surface markers with P.K. nails directly above the utility centerline at each Utility Locate and sweep and clean the site of all Utility Locates including, but not limited to, painting an individual consecutive number for each hole, identifying approximate centerline bearing of utility line exposed, and three separate "swing-ties" to nearby permanent facilities.
- 2.8 CONTRACTOR shall maintain a log on 8 ½ x 11 sheets for each Utility Locate. CONTRACTOR shall provide three (3) copies of each Utility Locate log to the City Utility Coordinator. The pothole log sheets must contain the following:
- a) Date and time of Utility Locate,
  - b) All information listed in section 2.5 a to 2.5 k above,
  - c) Site location diagram including a minimum of three (3) horizontal references (swing ties) from utility centerline to easily identifiable, permanent surface features in the vicinity of the Utility Locate. All swing tie dimensions must maintain a tolerance of +/- 4 inches.
- 2.9 All Work shall be performed by qualified personnel under the supervision of an experienced utility locator, skilled in the location of underground utilities.
- 2.10 CONTRACTOR shall obtain all necessary permits from the proper governmental authorities. Payment for necessary permits shall be reimbursed only for actual costs incurred without any mark-ups or multipliers and shall be listed separate from the unit cost on the invoice for each Utility Locate Request.
- 2.11 CONTRACTOR shall observe all laws, ordinances, general rules and regulations for sanitary conditions on the Project, including those pertaining to noise, air, and water quality. CONTRACTOR must properly dispose of all wasted excess excavation materials in an approved landfill.
- 2.12 Archaeological and paleontological resources will be protected while performing the Work. CONTRACTOR will instruct its personnel to in no way collect, damage, or destroy any archaeological and/or paleontological resources. If said resources are encountered while performing the Work, the CONTRACTOR shall notify the City Utility Coordinator immediately and prior to commencement of further Work.
- 2.13 As the Work is requested and desired for the purpose of accurately determining the physical location of underground utilities and obstructions, which information is further used to design and redesign future City construction projects, it is imperative that the information provided by the CONTRACTOR may not be determined until much later during construction of the City's utility project, the CONTRACTOR will be held liable and agrees to defend and indemnify the City in accordance with Section L of the General I

- 2.14 instructions and Conditions of this document, against any and all suits, actions or claims, including, but not limited to, any suit, actions or claims for any redesign costs, delays, or additional construction costs resulting from the CONTRACTOR'S failure to accurately identify utilities requested. Such liability shall include any and all mislabeled underground utilities. If CONTRACTOR is unable to find a utility requested, CONTRACTOR shall provide a Utility Locate Log stating location and depth of Utility Locate performed. In such case, CONTRACTOR shall only be liable for undetected utilities if found to actually be located where Utility Locate was performed.
- 2.15 On occasion, the CONTRACTOR may be requested to perform surface locates only, for underground utilities. Such services shall be specifically requested and authorized by the CITY prior to the CONTRACTOR performing the Work. This Work shall include meeting with the utility owner for "as built" maps or plans, calling for line locations if appropriate, and surface locating (horizontally) the utility with the use of a magnetic or electronic locating device. Such locate shall be accurate to within 12 inches of the closest edge of the utility. Surface locates are to be completed by the CONTRACTOR in compliance with the New Mexico One Call minimum standards for marking utilities. All required paints, flagging, or other markers shall be provided by the Contractor. Surface locates shall be paid for on the basis of per hour of locate work performed for each locate request, regardless of the number of employees assigned by the CONTRACTOR to complete the work. Surface locates shall be divided into three different types:
- 1) Street Lighting: CONTRACTOR shall provide surface locates of underground street light lines as requested by the CITY. Locates shall include all conduits/cables between street light bases and/or pull boxes along with all other equipment related to the operation of the street lights in the area of the locate request.
  - 2) Water Lines: CONTRACTOR shall provide surface locates of water line facilities as requested by the CITY.
  - 3) General: CONTRACTOR shall provide surface locates of underground utilities as defined by the CITY. Should a General surface locate request include street lights and/or water lines in addition to another utility, the CONTRACTOR shall be paid a single General hourly locate rate that includes the surface locating of street light and water lines.

### 3. Traffic Control

- 3.1 CONTRACTOR must obtain an excavation permit and a barricading permit from the CITY, or other appropriate governmental agency, prior to commencing all Work. Approved traffic control plans may be a requirement of obtaining necessary permits.
- 3.2 CONTRACTOR shall be responsible for providing all necessary labor, materials, and equipment, including, but not limited to, all advance warning signs, barricades, flagmen, arrow panel boards, and reflective barrels necessary to perform the Work in accordance with all permits, the City Traffic Control Manual, and the Manual on Uniform Traffic Control Devices (MUTCD).
- 3.3 The CONTRACTOR may be required to limit hours of Work to non-peak traffic hours on busy arterial roadways if required by the CITY. CONTRACTOR must complete all Work at a Utility Locate site, including the removal of traffic barricades, prior to moving onto the next site. No Utility Locate sites within roadways shall be left barricaded without Work being actively performed.
- 3.4 CONTRACTOR is required to coordinate Utility Locate efforts and the barricading of traffic lanes with all utility owners so that, whenever possible, the surface location of the utilities by the owners may be accomplished at the time of a lane closure for the actual Utility Locate Work. The CONTRACTOR is not required to supply separate barricading for the utility owners to surface locate their facilities, other than the barricading needed to complete the required Work.

- 3.5 With the exception of the actual permit fees required by the appropriate governmental agency, all costs associated with traffic control shall be included in the cost of performing the Work. The actual permit fees will be added to the invoice and “passed on” to the City without any mark-up or loadings.

4. Qualification of Bidders

- 4.1 CONTRACTOR shall submit a summary of experience which details previous experience with non-destructive excavation of utilities. CONTRACTOR shall have a minimum of three years experience with such methods and shall have completed a minimum of 500 Utility Locates. CONTRACTOR shall submit the total number of Utility Locates performed and the total number of utility damages incurred.
- 4.2 CONTRACTOR shall respond within ten working days from the time of notification by the CITY to the start of Work for a project. CONTRACTOR shall proceed diligently to complete all Work for a project within a reasonable time period.
- 4.3 CONTRACTOR shall be fully licensed in the State of new Mexico to perform the Work, and shall comply with all Construction Industries Division requirements. The CONTRACTOR shall maintain a GA-2 license.
- 4.4 CONTRACTOR shall be able to demonstrate the ability to excavate and backfill a ten (10) foot deep Utility Locate within 60 minutes.

5. Compensation and Payment

- 5.1 The CITY shall pay the CONTRACTOR for the Work performed in accordance with schedule of items contained below in section 5.7. The CITY’s total obligation to CONTRACTOR herein shall not exceed budgets agreed to under each Work project without prior written approval of the City. The CONTRACTOR shall not proceed with any Work assignment without written authorization from the City Utility Coordinator.
- 5.2 CONTRACTOR will submit monthly invoices to the City Utility Coordinator no later than the 25<sup>th</sup> of each month. Each locate request shall produce a separate invoice which shall include sufficient back-up documentation to support each billing, including copies of invoices for permit fees. CONTRACTOR agrees to abide by the decision of CITY for any CONTRACTOR services performed that are disallowed and not paid for by the CITY unless such services are specifically authorized.
- 5.3 CONTRACTOR shall hold and save harmless the CITY from any claim, demand, action, cost or expense by reason of CONTRACTOR’s failure to make payments for labor, equipment, materials, and supplies: and CONTRACTOR shall, at its own expense, appear in and defend for and on behalf of the CITY any action or suit brought to enforce the collection thereof.. CONTRACTOR’s work for a Utility Locate shall be on a per each basis and shall include all Work included in Section 2 and 3 above. If multiple utilities, or utilities other than the utility requested, are exposed, payment will be made for one Utility Locate. If the CONTRACTOR is unsuccessful in locating any utility at a Utility Locate site, payment will be made for one Utility Locate, provided that CONTRACTOR has excavated to a depth of ten (10) feet and excavation extends 18 inches either side of utility line spot centerline as provided by utility owner.
- 5.4 CONTRACTOR Work for surface utility locates (horizontal) shall paid be on a per hour basis and shall include all Work included in Sections 2 and 3 above. Payment shall be based on a locate per hour basis independent of the number of employees assigned by the CONTRACTOR to complete the work. If contractor fails to locate any utility at a surface Utility Locate site, payment will be made to the contractor based on documentation provided with the invoice outlining what measures were taken in attempting to find the utility.

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 UTILITY LOCATE SPECIFICATIONS  
 REQUEST NUMBER: RFB2007-108-TC

- 5.5 a) On occasion, the CONTRACTOR may be requested to perform non-destructive excavation on a cost basis other than a per each basis for Utility Locates. If a utility is difficult to locate, the CITY may request the CONTRACTOR to trench a “swath” or excavate deeper than ten (10) feet. On such occasions, the CONTRACTOR shall be requested by the CITY to work on any hourly basis until results satisfactory to the CITY are achieved.
- b) For depths greater than ten (10) feet, payment will be made on a cost per vertical feet basis over the original 10-foot depth.
- c) All Work to be paid on an hourly or vertical foot basis shall be authorized by the CITY in writing prior to the start of Work.
- 5.6 The following is the Schedule of Items which includes all pay items under this contract and the unit of measurement and payment for each item.

<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>
1. Utility Locate	Per Each	500
2. Utility Locate, extra depth	Per Vertical Foot (11' to 15')	150
3. Utility Locate, extra depth	Per Vertical Foot (16' TO 20')	100
4. Non-destructive excavation and Backfill, hourly rate	Per Hour	200
5. Surface (horizontal) Locate, Street Lights, hourly rate	Per Hour	200
6. Surface (horizontal) Locate, Water Lines, hourly rate	Per Hour	50
7. Surface (horizontal) Locate, General, hourly rate	Per Hour	100

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SUPPLEMENTAL TERMS AND CONDITIONS  
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SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - LOW. RESP. OFF. - OPEN END:

THE CITY INTENDS TO AWARD AN OPEN-ENDED ANNUAL CONTRACT FOR MERCHANDISE, PARTS AND/ OR SUPPLIES, AS NEEDED, ON THE BASIS OF THIS REQUEST. THE CONTRACT WILL BE AWARDED TO THE RESPONSIVE AND RESPONSIBLE OFFEROR WHOSE "ALL OR NONE" TOTAL PRICE IS LOWEST AFTER ALL APPROPRIATE DISCOUNTS ARE APPLIED. IF NO RESPONSIVE "ALL OR NONE" OFFERS ARE RECEIVED, THE CITY RESERVES THE RIGHT TO AWARD THE CONTRACT TO THE LOWEST RESPONSIVE AND RESPONSIBLE OFFEROR WHO OFFERS AT LEAST AS MANY ITEMS AS ALL OTHER OFFERORS OR AWARD A CONTRACT OR CONTRACTS ON A PER ITEM BASIS, WHICHEVER IS IN THE BEST INTEREST OF THE CITY.

BOND, BID:

EACH OFFER MUST BE ACCOMPANIED BY A BID BOND ISSUED BY A SURETY DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY IN THE AMOUNT OF FIVE PERCENT (5%) OF THE TOTAL AMOUNT OFFERED. THE BID BOND IS SUBMITTED AS A GUARANTY. THE OFFEROR, IF AWARDED THE CONTRACT, WILL PROMPTLY EXECUTE SUCH CONTRACT IN ACCORDANCE WITH THIS REQUEST AND, IF REQUIRED BY THIS REQUEST, WILL FURNISH GOOD AND SUFFICIENT BOND FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BOND. NO THIRD PARTY BID BONDS WILL BE ACCEPTED. CERTIFIED CHECKS, PERSONAL CHECKS, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF A BID BOND.

BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT:

THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO FURNISH SEPARATE SURETY BONDS EACH IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE TOTAL AMOUNT OFFERED AS SECURITY FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT AND FOR THE PAYMENT OF ALL LABOR AND MATERIALS. THESE BONDS MUST BE FURNISHED PRIOR TO OR AT THE TIME OF THE ISSUANCE OF A PURCHASE ORDER, BUT NO LATER THAN FIFTEEN (15) CALENDAR DAYS AFTER THE DATE OF RECEIPT OF WRITTEN NOTICE OF AWARD OF A CONTRACT RESULTING FROM THIS REQUEST. THE OFFEROR MUST BE NAMED AS PRINCIPAL ON THE BONDS. NO THIRD PARTY PERFORMANCE BONDS WILL BE ACCEPTED.

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SUPPLEMENTAL TERMS AND CONDITIONS

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BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENT (CON'T)

THE SURETIES ON SUCH BONDS SHALL BE DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO AND ACCEPTABLE TO THE CITY. CASHIER'S CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED.

CONTRACT PERIOD - 24 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

CONTRACT PERIOD - EXTENSION OF:

ANY CONTRACT RESULTING FROM THIS REQUEST MAY BE EXTENDED FOR UP TO TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

ESTIMATED QUANTITIES, NOT AN ORDER:

THE ESTIMATED QUANTITIES LISTED DO NOT CONSTITUTE AN ORDER AND ARE NOT NECESSARILY COMPREHENSIVE; THEY ARE A REPRESENTATIVE SAMPLE OF WHAT IS LIKELY TO BE PURCHASED DURING THE COURSE OF A CONTRACT RESULTING FROM THIS REQUEST AND WILL BE USED ONLY TO EVALUATE OFFERS AND AWARD SUCH A CONTRACT. THESE QUANTITIES AS STATED MAY INCREASE OR DECREASE DEPENDING ON THE ACTUAL NEEDS OF THE CITY. ACTUAL ORDERS WILL BE PLACED BY THE END USER.

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SUPPLEMENTAL TERMS AND CONDITIONS  
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INSPECTION OF MATERIALS:

THE CITY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE OFFEROR THROUGH A CONTRACT RESULTING FROM THIS REQUEST TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE CITY CONSIDERS IT NECESSARY.

INSURANCE:

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY THE CITY FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW MEXICO, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES AND ON THE RENEWAL OF ALL COVERAGES, THE CONTRACTOR SHALL FURNISH TO THE CITY A CERTIFICATE OR CERTIFICATES IN FORM SATISFACTORY TO THE CITY SHOWING THAT IT HAS COMPLIED WITH THIS SECTION. ALL CERTIFICATES OF INSURANCE SHALL PROVIDE THAT THIRTY (30) DAYS WRITTEN NOTICE BE GIVEN TO:

THE RISK MANAGER,  
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES  
CITY OF ALBUQUERQUE  
P.O. BOX 470,  
ALBUQUERQUE, NEW MEXICO 87103

BEFORE A POLICY IS CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED. VARIOUS TYPES OF REQUIRED INSURANCE MAY BE WRITTEN IN ONE OR MORE POLICIES WITH RESPECT TO ALL COVERAGES REQUIRED OTHER THAN WORKERS' COMPENSATION, THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED. ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO OPERATIONS PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

A. COMMERCIAL GENERAL LIABILITY INSURANCE - A COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WITH COMBINED LIMITS OF LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE AS FOLLOWS:

\$2,000,000 PER OCCURRENCE  
\$2,000,000 POLICY AGGREGATE  
\$1,000,000 PRODUCTS LIABILITY/COMPLETED OPERATIONS  
\$1,000,000 PERSONAL AND ADVERTISING INJURY  
\$ 50,000 FIRE - LEGAL  
\$ 5,000 MEDICAL PAYMENTS

SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR ALL OPERATIONS PERFORMED FOR THE CITY BY THE CONTRACTOR AND CONTRACTUAL LIABILITY COVERAGE SHALL SPECIFICALLY INSURE THE HOLD HARMLESS PROVISIONS OF THIS AGREEMENT.

B. AUTOMOBILE LIABILITY INSURANCE - AN AUTOMOBILE LIABILITY POLICY WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT OF LIABILITY FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE IN ANY ONE

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OCCURRENCE. SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR THE USE OF ALL OWNED, NON-OWNED, HIRED AUTOMOBILES, VEHICLES AND OTHER EQUIPMENT BOTH ON AND OFF WORK.

C. WORKERS' COMPENSATION INSURANCE - WORKERS' COMPENSATION INSURANCE FOR ITS EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF THE WORKERS' COMPENSATION ACT OF THE STATE OF NEW MEXICO.

D. INCREASED LIMITS - IF, DURING THE TERM OF THIS AGREEMENT, THE CITY REQUIRES THE CONTRACTOR TO INCREASE MAXIMUM LIMITS OF ANY INSURANCE REQUIRED HEREIN, AN APPROPRIATE ADJUSTMENT IN THE CONTRACTOR'S COMPENSATION WILL BE MADE.

MATERIALS AND WORKMANSHIP:

ALL MATERIALS FURNISHED BY THE OFFEROR SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

PRICE ESCALATION:

THIS OFFER MAY BE CONSIDERED FOR ESCALATION UNDER THE FOLLOWING CONDITIONS:

A. OFFERED PRICES MUST BE FIRM FOR A LEAST NINETY (90) CALENDAR DAYS AFTER WRITTEN NOTIFICATION OF A CONTRACT.

B. ALL PRICE INCREASES SHALL BE ACCOMPANIED BY A CERTIFIED LETTER FROM THE OFFEROR'S SUPPLIER SHOWING THE PRICE INCREASE TO THE OFFEROR.

C. ALL INVOICES OF THE OFFERED ITEMS, FROM SUPPLIERS TO THE OFFEROR, SHALL BE SUBJECT TO AUDITING BY THE CITY AND FURNISHED WITHOUT DELAY UPON REQUEST.

D. THE CITY RESERVES THE RIGHT TO CANCEL A CONTRACT RESULTING FROM THIS REQUEST AND SOLICIT A NEW CONTRACT IF THE ESCALATED PRICE IS ABOVE THE CURRENT OPEN MARKET PRICE FOR THE SAME COMMODITY. CANCELLATION OF THE CONTRACT SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

E. ALL REVISIONS OF THE PRICE LIST SHALL BECOME EFFECTIVE WHEN THEY ARE RECEIVED, IN WRITING, AND ACCEPTED, BY THE PURCHASING OFFICE OF THE CITY, PROVIDED THAT THEY DO NOT CONFLICT WITH ITEM (F.) OF THIS PARAGRAPH.

F. ALL APPROVED PRICE CHANGES RESULTING FROM THIS ESCALATION CLAUSE SHALL BE FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS AFTER ACCEPTANCE IN WRITING BY THE CITY.

G. THE OFFEROR SHALL BE LIMITED TO A MAXIMUM OF TWO PRICE ESCALATIONS PER CONTRACT PERIOD UNLESS OTHERWISE SPECIFIED IN THIS REQUEST.

H. THE OFFEROR SHALL PROVIDE TO THE CITY WRITTEN NOTICE OF ANY REQUESTED PRICE CHANGES WHICH BECOME EFFECTIVE UPON WRITTEN ACCEPTANCE BY THE CITY PURCHASING OFFICE.

I. IF THE OFFEROR RECEIVES ANY PRICE DE-ESCALATIONS FROM THE SUPPLIER OF GOODS SOLD TO THE CITY THROUGH A CONTRACT RESULTING FROM THIS REQUEST, THE OFFEROR IS RESPONSIBLE FOR NOTIFYING THE CITY WITHIN TWENTY-FOUR (24) HOURS OF SUCH DE-ESCALATIONS, AND PASSING THOSE PRICE CHANGES ON TO THE CITY IMMEDIATELY.

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REMOVING DEBRIS AND CLEANING THE AREA:

THE OFFEROR SHALL, DURING THE PROGRESS OF THE WORK, REMOVE AND DISPOSE OF ALL DEBRIS AND KEEP THE PREMISES CLEAN AND SAFE. WHEN THE WORK IS COMPLETE, THE OFFEROR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT AND SURPLUS MATERIALS (EXCEPT MATERIALS THAT ARE TO REMAIN THE PROPERTY OF THE CITY AS PROVIDED IN THE SPECIFICATIONS) AND LEAVE THE PREMISES IN A CLEAN CONDITION SATISFACTORY TO THE CITY.

RISKS:

ALL RISK OF DETERIORATION, DESTRUCTION, AND LOSS OF MATERIALS AND EQUIPMENT STORED AT THE SITE OF THE WORK SHALL BE BORNE BY THE OFFEROR.

WAGE RATES, MINIMUM, NEW MEXICO:

WAGES TO BE PAID AS A RESULT OF A CONTRACT AWARDED FOR THIS REQUEST FOR OFFERS WILL BE SUBJECT TO A MINIMUM WAGE RATE DETERMINATION BY THE STATE OF NEW MEXICO. THIS DETERMINATION WILL BECOME PART OF THE CONTRACT BY REFERENCE AND MUST BE POSTED, PER STATE OF NEW MEXICO STATUTES, IN A CONSPICUOUS PLACE AT THE CONTRACTOR'S PLACE OF BUSINESS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF THE APPLICABLE STATE OF NEW MEXICO STATUTES AND RESPONSIBILITY RELATED THERETO. FAILURE BY THE CITY TO PHYSICALLY MAKE SUCH MINIMUM WAGE RATE DETERMINATIONS AVAILABLE TO THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR FROM BECOMING AWARE OF AND COMPLYING WITH SAME.

WORKING CONDITIONS:

THE CITY IS NOT RESPONSIBLE FOR OBSTACLES, UNFAVORABLE CONDITIONS, OR HAZARDS, WHICH MAY BE ENCOUNTERED BY THE OFFEROR, BOTH ABOVE AND BELOW GROUND. THESE CONDITIONS ARE PART OF THE RISK AND RESPONSIBILITY OF THE OFFEROR.

## CITY OF ALBUQUERQUE

### GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.**

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 *et seq.* ROA 1994) and promulgated Rules and Regulations shall apply.
2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
  - A. “City” means the City of Albuquerque, New Mexico.
  - B. “Contract” means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
  - C. “Contractor” means an Offeror who has been awarded a contract.
  - D. “Offeror” means a business that submits a response to a competitive solicitation.
  - E. “Purchase Order” means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. “Purchasing Office” means the Purchasing Division of the Department of Finance & Administrative Services of the City.
  - G. “Purchasing Officer” means the person charged with the responsibility of administering the Purchasing Office.
  - H. “Request” means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
  - I. “Responsible Offeror” means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror’s capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. “Responsive Offer” means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

**3. Preparation of Offer:**

- A. Submission: All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.**
- B. Preparation Method: All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.**
- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.**

**Unit prices offered should be for the units specified.**

- D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.**
- E. Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.**

**Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.**

- F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.**
- G. Taxes: Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.**
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.**
- I. Warranty: Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.**

**The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable**

commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany

**the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.**

**P. Licenses and Certifications: The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.**

**4. Debarment or Ineligibility Compliance: By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.**

**5. Ethical Conduct: By submitting its offer in response to this Request, the Offeror certifies that:**

**A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;**

**B. It has not retained a person to solicit or secure a City Contract for a contingent fee;**

**C. It has not taken any action in restraint of free competitive bidding in connection with this Request;**

**D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and**

**E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.**

**6. Requests for Explanations by Offerors:**

**A. Requests for Explanation: Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) working days before the offer opening date.**

**B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.**

**7. Addenda:**

**Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.**

**Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.**

**Failure to do so may result in disqualification of the offer.**

**It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.**

**8. Clarification of Offers:**

**The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.**

**9. Submission of Offer:**

**A. Time: Offers not received by the time and date indicated on the Request will not be accepted.**

**B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.**

**C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.**

**Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.**

**D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.**

**E. Envelope Preparation: The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:**

- 1) Name of Offeror**
- 2) Request Number assigned by the City to the Request**
- 3) Opening date as identified on the Request or subsequent addenda**

**F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.**

**10. Civil Rights Compliance:**

**Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.**

**Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies**

and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. **Americans with Disabilities Act Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

12. **Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. **Opening of Offers:**

**Time and Place:** Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

- H. **There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.**
- I. **Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.**
- J. **The City determines that an offer contains any misrepresentations whatsoever.**

**15. Rejection/Cancellation of Offers:**

**Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.**

**16. Minor or Technical Irregularities:**

**Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.**

**17. Nonconforming/Conditional, or Counter Offers:**

**An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.**

**18. Offer Analysis:**

**The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.**

**19. Award of Contract:**

- A. **When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.**
- B. **Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.**
- C. **Basis of Award: The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.**
- D. **Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.**

- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. **Goods Produced Under Decent Working Conditions:**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

21. **Protest Process:**

- A. **Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.**
- B. **Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.**
- C. **Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.**
- D. **Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:**
  - 1) **Name and address of the protesting party**
  - 2) **The solicitation/Request Number**
  - 3) **A clear statement of the reason(s) for the protest**
  - 4) **Details concerning the facts which support the protest**
  - 5) **Attachments of any written evidence available to substantiate the claims of the protest**
  - 6) **Statement specifying the ruling requested**
- E. **Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.**
- F. **Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:**

**Purchasing Officer  
City of Albuquerque  
Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103**

**Envelope should also clearly indicate "PROTEST" and the solicitation number.**
- G. **Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.**

**22. Delivery, Acceptance and Guarantee:**

- A. **No Delivery Before Purchase Order is Issued: No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City**

**Purchasing Division.**

- B. Cancellation for Non-Delivery: The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.**
- C. Acceptance of Delivery: Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.**

**23. Inspections:**

**Prior to Acceptance of Delivery: All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.**

**24. Invoices and Payments:**

**The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.**

**25. Default/Termination for Cause:**

**If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.**

**If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.**

**26. Termination for the Convenience of the City:**

**The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.**

**27. Termination for Lack of Appropriations:**

**Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.**

**(6/23/04)**



**INSTRUCTIONS FOR  
LOCAL PREFERENCE CERTIFICATION FORM**

- 1. ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
  
- 2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
  
- 3. PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.
  
- 4. ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
  
- 5. DEFINITIONS.** The following definitions apply to this preference:
  - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
  - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
  - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
  
- 6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

# LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Location (in Abq. Metro Area): \_\_\_\_\_  
\_\_\_\_\_

## Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation.  \_\_\_\_\_
- Partnership -- Indicate "general" or "limited".  \_\_\_\_\_
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other -- Indicate status.  \_\_\_\_\_

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  \_\_\_\_\_

## CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: \_\_\_\_\_ 

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

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

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



BILL RICHARDSON  
GOVERNOR

**New Mexico Department of Labor  
Labor and Industrial Division**

501 Mountain Road NE  
Albuquerque, New Mexico 87102  
Phone: (505) 222-4669  
FAX: (505) 222-4780

BETTY SPARROW DORIS  
SECRETARY

JAMES L. MORAN  
DIRECTOR

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and **MUST BE FORWARDED** to the prospective general contractor that has been awarded the bid. The general contractor must post the complete wage decision at the job site in an easily accessible place. Failure to do so may result in fines. Furthermore, each subcontractor must receive a copy of the wage decision and use these rates to pay all employees.

**LABOR ENFORCEMENT FUND – STRICTLY ENFORCED**

**NOTE:** Any general contractors must be registered with the **Labor Enforcement Fund** prior to the bidding process or the bid shall be deemed invalid. All subcontractors or tier subcontractors bidding more than \$50,000 on a Public Works contract **MUST** be registered with the Labor & Industrial Division. Visit our website at [www.dol.state.nm.us](http://www.dol.state.nm.us), click "Public Works" for a Labor Enforcement Fund Form and other forms. **REMINDER TO THOSE PREPARING BID DOCUMENTS: IF BIDS ARE NOT OPENED BY 12/31/07; NEW WAGE RATES MAY BE REQUIRED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-222-4669.**

**Weekly certified payrolls** are required on all public works projects. All certified payrolls must be submitted to the general contractor and/or the owner/contracting agency, if required. The general contractor must have copies of certified payrolls available to this office within ten days of a written request. Please do **NOT** submit any certified payrolls to our office unless our office requests them.

**NM Apprenticeship and Training Fund payments** are paid by each general contractor/subcontractor/tier(s) to either an approved apprenticeship program or to our office (NMDOL, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428). Payments are due for all hours in each trade a company has on the job site that has an apprenticeship contribution rate on the state wage decision. These payments are for the hours worked by both journeyman and apprentices, regardless of whether the company has apprentices or not. If the project has both Federal and State funding, the payments are required. Only when the project has all Federal funds, is the project exempt. On Type "A" projects, where there are no contribution rates, apprenticeship payments do not apply. On projects with two types of construction, the contribution does apply for the work under the type construction with contribution rates. Failure to pay Apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties.

If you have any questions, please feel free to call (505) 222-4669.

**"AN EQUAL OPPORTUNITY EMPLOYER"**



BILL RICHARDSON  
GOVERNOR

**New Mexico Department of Labor  
Labor and Industrial Division**

501 Mountain Road NE  
Albuquerque, New Mexico 87102  
Phone: (505) 222-4669  
FAX: (505) 222-4780

BETTY SPARROW DORIS  
SECRETARY

JAMES L. MORAN  
DIRECTOR

**NOTICE TO ALL PUBLIC WORKS CONTRACTORS**  
PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC  
WORKS MINIMUM WAGE ACT

The Labor and Industrial Division insures compliance of the Public Works Minimum Wage Act (13-4-11 through 13-4-17, NMSA 78). This office issues prevailing wage rates for each project for inclusion in the bid documents. After a project contract is signed, the **Notification of Award (NOA)** and the **Statement of Intent to Pay Prevailing Wages** must be completed and sent back together to this office by the General Contractor. The NOA must also include the list of Subcontractors. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on a state or locally funded construction project costing a total of \$60,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payment and payroll.

Wage rates include a base rate and a fringe rate of pay. In many cases, an additional cost to the contractor is an apprenticeship contribution rate per hour for both journeyman and apprentices. A **monthly apprenticeship contribution compliance form and check for payment** (when applicable) is required and should be sent to NMDOL, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428. After a contractor completes work on a project, but before his final payment, an **Affidavit of Wages Paid** must be completed and sent to this office – through the General Contractor.

Each employee must receive the full base and fringe rate per hour for all hours worked in their job classification, regardless of the qualifications or license held. The only exception is for workers with a current certification in approved apprenticeship programs. The apprentice must also receive the full benefit of the fringe rate. It may also be paid into approved health benefit programs, pension programs, life insurance programs, company holiday and vacation programs and/or training programs that are not apprenticeship programs (*i.e.*: an OSHA 10 safety program). Fringe benefits are to be paid to a third-party account and the employee must have access to and quarterly statements are to be provided to the employee. The third way of paying fringe benefits is to pay as a combination of cash into approved programs. This office will sometimes ask for complete breakdowns of all payment to insure total compliance.

The minimum wage as shown on individual wage decisions must be paid. "In addition, the contractor, subcontractor employer or any person acting as a contractor shall be liable to any affected employee for liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day on which a contractor, subcontractor, employer or any person acting as a contractor has willfully required or permitted an individual laborer or mechanic to work in violation of the provisions of the Public Works Minimum Wage Act" (13-4-14.C, NMSA 78). When questions arise about the requirements of the Act or the Public Works Minimum Wage Act Policy Manual they must be resolved as soon as possible. If you have questions, please call (505) 222-4669.

**"AN EQUAL OPPORTUNITY EMPLOYER"**

New Mexico Department of Labor  
Labor & Industrial Division/Public Works Bureau  
501 Mountain Road NE, Albuquerque, NM 87102  
(505) 222-4669, 222-4782 or 222-4783 & FAX (505) 222-4780  
diana.tanner@state.nm.us , camille.vigil@state.nm.us or michael.fanestiel@state.nm.us

**Wage Decision # BE-07-0205 A**

**NOTIFICATION OF AWARD (NOA)**

**Description and Location of Work:** UTILITY LOCATING AND VERIFICATION SERVICES  
Provide utility location and verification services in support of the CITY's professional engineering services for design of proposed CITY construction projects to be used on an "as needed" basis.  
City of Albuquerque                      Bernalillo County

**REMINDER for Agency Conducting BID Process:** If bids are NOT opened by 12/31/07, a NEW wage decision MAY be required.

When the Contract is awarded for this project the Wage Rate Poster and all of the Wage Rate Packet must be delivered to the **GENERAL/PRIME CONTRACTOR**. The General/Prime Contractor must complete this Form (including the reverse side listing all of the subcontractors (including 2<sup>nd</sup> tier subcontractors)) and mail to the address above. **If the project is canceled**, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.10.B (3) of the Public Works Minimum Wage Act Policy Manual.

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

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

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

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

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 along with the NOA. Each Subcontractor (and all tiers of subcontractors) MUST also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (**but before final payments**), subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

**Signature for General/Prime Contractor** \_\_\_\_\_

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

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

# SUBCONTRACTOR LIST

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

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

## General Contractor: Wage Dec. # BE-07-0205 A

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: \_\_\_\_\_ 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: \_\_\_\_\_ 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: \_\_\_\_\_ 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: \_\_\_\_\_ 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: \_\_\_\_\_ 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: \_\_\_\_\_ Amount (\$): \_\_\_\_\_

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# STATEMENT OF INTENT TO PAY PREVAILING WAGES

To Be Filled **Before** Construction Starts

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to:

NMDOL - Public Works Bureau – 501 Mountain Rd., NE, Albuquerque, NM 87102

Call (505) 222-4669 Fax (505) 222-4780

\*\*(Fax transmission is preferred) \*\*

## GENERAL CONTRACTOR INFORMATION

Company Name:		
		
Address:		
City:	State:	Zip:
Phone:	Fax:	
Estimated Start Date:	State Wage Dec. #:	
Project Title:	Project Physical Address:	
Total Contract Amt:	Estimated Completion Date:	
PRINT NAME:	SIGNATURE:	

<b>SUBCONTRACTOR:</b>	<b>Subcontract amount:</b>	<b>Start Date of Work on This Proj.</b>
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
PRINT NAME:	SIGNATURE:	

<b>2ND. TIER SUB</b>	<b>2<sup>nd</sup> Tier Contract amount</b>	<b>Start Date of Work on This Proj.</b>
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	
PRINT NAME:	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 Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. 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 an Back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

\_\_\_\_\_  
LID Approval of This Form      Date

NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Labor, Labor and Industrial Division. The registration form is available on our web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

(See IMPORTANT information on back!)

Revised 9/13/06

INSTRUCTIONS FOR FILLING OUT STATEMENT OF INTENT

FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-04-123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Start & Completion Dates of project
6. General Contractor's Contract Amount - Project cost .

FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. Sub-contract amount – list subcontract amount.  
PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR.

FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

**FOR 3<sup>RD</sup> TIER AND HIGHER -**

**Attach a Copy Of This completed form & list Under the 2nd tier the 3rd tier contractor info cntr. with a note.**

Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The only exception for registration prior to bidding is for street, highway, bridge, road, and utility contracts. Those contractors, however, MUST register BEFORE performing work on a public works contract in excess of \$50,000. The registration form may be found on the DOL web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Statements of Intent to Pay Prevailing Wages must go to the GC to submit to DOL. DOL will return approved Statements to the GC who should forward to subs.

**NOTE: If form is faxed, we do not need originals, unless they are not legible.**

# AFFIDAVIT OF WAGES PAID

To Be Filled After Construction Is Complete

Please type or print in ink. Incomplete forms will be returned without approval.

Mail or fax to: NMDOL - Public Works Bureau – 501 Mountain Rd., NE, Albuquerque, NM 87102

Call (505) 222-4669 - FAX (505) 222-4780 \*\* (Fax transmission is preferred) \*\*

## GENERAL CONTRACTOR INFORMATION

Company Name: 

Address:

City: State: Zip:

Phone: Fax:

Estimated Completion Date:

State Wage Dec. #:

Project Title:

Project Physical Address:

PRINT NAME:

SIGNATURE:

### Subcontractor:

Company Name:

Date you completed work on

Address:

This project

City: State: Zip: DATE:

Phone: Fax:

PRINT NAME:

SIGNATURE:

### 2ND. TIER SUB: (Who is paying you? Fill in name above)

Company Name:

Date you completed work on

Address:

This project

City: State: Zip: DATE:

Phone: Fax:

PRINT NAME:

SIGNATURE:

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. 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 an back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

LID Approval of this form Date

NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Labor, Labor and Industrial Division. The registration form is available on our web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Fill in the Labor Enforcement Fund form and mail to the post office box listed at the top of the form. Go to the same page that the form is on to check the list of Registered Contractors.

(See IMPORTANT information on back!)

Revised 9/13/06

*INSTRUCTIONS FOR FILLING OUT AFFIDAVIT OF WAGES PAID*

FOR GENERAL CONTRACTOR:

1. Fill in general contractor information and provide signature.
2. State Wage Dec. No. as listed in bid documents. (example: BE-04-123 B)
3. Project Title - Listed in bid documents. Whatever the project is.
4. Project Physical Address - Exact location of project (job site).
5. Estimated Completion Date of Project

FOR SUBCONTRACTOR:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section as indicated and provide signature. Send to GC. PLEASE NOTE: A SEPARATE SIGNED FORM IS NEEDED FOR EACH CONTRACTOR

FOR 2ND. TIER SUB:

1. Fill in general contractor information, but general contractor signature is not needed.
2. Fill in subcontractor section; subcontractor signature not needed. Send to GC.
3. Fill in 2nd. Tier sub section and provide signature.
4. 2<sup>nd</sup> Tier contract amount – list amount.

**FOR 3<sup>RD</sup> TIER AND HIGHER -**

**Attach a Copy Of This completed form & list Under the 2nd tier the 3rd tier contractor info cntr. with a note.**

**Effective July 1, 2004 - ALL contractors bidding on public works contracts for \$50,000 or more MUST be registered with the Labor & Industrial Division prior to bidding the project. The only exception for registration prior to bidding is for street, highway, bridge, road, and utility contracts. Those contractors, however, MUST register BEFORE performing work on a public works contract in excess of \$50,000. The registration form may be found on the DOL web page at [www.dol.state.nm.us](http://www.dol.state.nm.us) under Public Works and Additional Forms. Print the Labor Enforcement Fund Form and mail it along with a check for \$200 to the address at the top of the form. A list of registered contractors may be reviewed on the same page as the registration form. Registration is good for one year, and after registration, contractors may bid as many contracts as they want. Upon expiration of the registration, contractors may complete projects, but in order to bid new ones after the expiration, they must register again. NOTE: All Affidavits of Wages Paid must go to the GC to submit to DOL. DOL will return approved Affidavits to the GC who should forward to subs.**

**NOTE: If form is faxed, we do not need originals, unless they are not legible.**

**NEW MEXICO DEPARTMENT OF LABOR - PUBLIC WORKS BUREAU**

QUESTIONS?? Call OR E-mail:

Diana Tanner @ (505) 222-4669 OR [diana.tanner@state.nm.us](mailto:diana.tanner@state.nm.us)

Camille Vigil @ (505) 222-4782 OR [camille.vigil@state.nm.us](mailto:camille.vigil@state.nm.us)

Michael Fanestiel @ (505) 222-4783 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)

Contracting Agency/Owner	County	Decision Date	Decision No.
City of Albuquerque	Bernalillo	02/06/07	BE-07-0205 A
		Expires for Bids	
Type of Construction: A		12/31/07	

**Description of Work: Utility Locating and Verification Services**

Provide utility location and verification services in support of the CITY's professional engineering services for design of proposed CITY construction projects to be used on an "as needed" basis.

**REMINDER to those preparing BID documents:** If bids are not opened by 12/31/07, a **NEW** wage decision may be required. Call the Public Works Bureau at (505) 222-4669 to check status of new wage rates.

**NOTICES**

**ALL** contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Notification of Award (NOA) & Statement of Intent to Pay Prevailing Wages before any work is started.

Sub-contractors & 2<sup>nd</sup>/3<sup>rd</sup> Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for listing all sub-contractors with the NOA or anytime the list changes.

The office that conducts the bid process **MUST** forward this entire wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project that has a bid opening date before **December 31, 2007**.

**Type "A" - Street, Highway, Utility & Light Engineering - Effective June 22, 2006**

<b>Trade Classification</b>	<b>Base Rate</b>	<b>Fringe Rate</b>
Bricklayer/Blocklayer/Stonemason	9.71	0.26
Carpenter/Lather	12.23	0.44
Cement Mason	11.80	0.26
Ironworker	17.91	6.03
Painter (Brush/Roller/Spray)	13.56	0.44
<b>Electricians</b>		
Groundman (Outside)	21.79	8.56
Equipment Operator (O/S)	24.61	8.56
Lineman/Wireman or Tech (Outside)	25.20	8.56
Cable Splicer	26.38	8.56
Plumber/Pipefitter	21.38	4.33
<b>Laborers</b>		
Group I	9.95	0.35
Group II	10.25	0.35
Group III	10.65	0.35
<b>Operators</b>		
Group I	12.97	0.26
Group II	13.17	0.26
Group III	13.75	0.26
Group IV	13.77	0.26
Group V	13.77	0.26
Group VI	13.92	0.26
Group VII	13.97	0.26
Group VIII	14.12	0.26
Group IX	14.62	0.26
Group X	15.42	0.26
<b>Truck Drivers</b>		
Group I	11.64	0.26
Group II	11.84	0.26
Group III	12.04	0.26
Group IV	12.24	0.26

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

**LABOR CLASSIFICATION GROUPS  
TYPE "A" CONSTRUCTION  
PAGE 1**

**GROUP I - (Unskilled):**

Building & Common Laborer; Carpenter Tender Chainman; Rodman; Stakedriver; Concrete Buggy Operator (hand); Concrete Workers; Flagman; Soil Sample Tester.

**GROUP II - (Semi-skilled):**

Wagon, Air Tract, Drill & diamond Drillers' Tender (Outside); Air & Power Tool Man (not a carpenter's tool); Asphalt Heaterman; Asphalt Jointman; Asphalt Raker; Batching Plant Scaleman; Tenderers (To Cement Mason & Plasterer); Chain Sawman; Concrete Power Buggyman; Concrete Touch-up Man; concrete Sawman - Coring Mach.; Curbing Machine, Asphalt or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Hod Carrier; Mortar Mixer & Mason Tender; Powderman or Blaster Helper; Sandblaster; Scaler; Vibratorman (Hand type); Vibratory Compactor (Hand type); Window Washer; Nurseryman-Gardener; Wagon, Air Tract, Drill & Diamond Driller (Outside); Roadway Hardware Worker.

**GROUP III - (Miscellaneous):**

Gunite Pumpcrete Man & Nozzleman; Multi-plate Setter; Manhole Builder; Pipelayer; Powderman-Blaster-Makeup; Landscaper; Traffic Control Technician; Laboratory Technician.

**EQUIPMENT OPERATOR CLASSIFICATION GROUPS**

**GROUP I:**

Concrete Paving Curing Machine

**GROUP II:**

Belt Type Conveyors (Material & Concrete); Broom (Self Prop.); Fork Lift; Grease Truck Operator; Head Oiler; Hydro Lift; Tractor (Under 50 Drawbar HP with or without Attach.); Industrial Locomotive Brakeman; Front End Loader (2 CY or less); Fireman; Oiler; Screedman; Roller (Pull Type); Mulching Machine, Roller (Self-Propelled).

**GROUP III:**

Concrete Paving Form Grader; Concrete Paving Gang Vibrator; Concrete Paving Joint or Saw Machine; Concrete Paving Sub Grader; Tractor with Backhoe Attachment; Subgrade or Base Finisher; Power Plant (Electric Generator or Welding Machine).

**EQUIPMENT OPERATORS CONT'D.**  
**PAGE 2**

**GROUP IV:**

Bulldozer (including self-propelled roller with dozer attachment); Batch or Continuous Mix Plant (Concrete, soil cement; or asphalt); Roller (Steel Wheel); Front End Loader (2 – 10 CY); Scraper Operator; Motor Grader.

**GROUP V:**

Asphalt Distributor; Asph. Paving or Laydown Machine; Asph. Retort Heater; Mixer, Heavy Duty, Asph. Or Soil Cement; Trenching Mach.; Clam Type Shaftmucker; Backhoe, Clamshell, Dragline, Gradall, Shovel (under ¾ CY); Elevating Grader or Belt Loader; Cranes (Crawler or Mobile) under 20 tons; Air Compressor (300 CFM 7 Over); Crushing Screening & Washing Plants; Drlg. Machine (Cable Core or Rotary); Mixer, Concrete (1 CY & Less); Pump (6 " intake or over); Winch Truck; Hoist (1 Drum); Industrial Locomotive Motorman; Lumber Stack; Tractor (50 Drawbar HP or over).

**GROUP VI:**

Concrete Paver Mixer; Hoist (2 drums & over); Side Boom; Traveling Crane; Piledriver; Backhoe, Clamshell, Dragline, Gradall, Shovel (¾ CY to 3 CY); Cranes (Crawler or Mobile) 20 Ton to 40 Tons; Front End Loader (Over 10 CY); Mixer; Concrete (over 1 CY); Mechanic and/or Welder.

**EQUIPMENT OPERATOR CLASSIFICATION GROUPS**

**GROUP VII:**

Concrete Slip-Form Paving Machine; Concrete Paving Finishing Machine; Concrete Paving Longitudinal Float; Guniting Machine; Refrigeration; Jumbo Form or Drilling; Stage; Slusher; Concrete Paving Spreader; Pumpcrete Machine; Grout Pump Operator.

**GROUP VIII:**

Mine Hoist; Bulldozer (Multiple Units); Scraper (Multiple Units); Mucking Machine; Backhoe, Clamshell, Dragline, Gradall, Shovel (over 3 CY); Cranes (Crawler or Mobile) over 40 tons.

**GROUP IX:**

Belt Loader (CMI Type) Operator; Pipemobile Operator Assistant; Derrick, Cableway.

**EQUIPMENT OPERATOR CONT'D.**  
**PAGE 3**

**GROUP X:**

Pipemobile Operator; Mole Operator.

**TRUCK DRIVER CLASSIFICATION GROUPS**

**GROUP I:**

Pick-up truck  $\frac{3}{4}$  ton or under; Warehouseman; Dump Truck (under 8 cubic yards); Flatbed (1  $\frac{1}{2}$  ton or under).

**GROUP II:**

Dump truck (8 - 16 cy); Tank Truck (under 6,000 gals.); Flatbed (over 1  $\frac{1}{2}$  ton).

**GROUP III:**

Spreader Box (self-propelled); Distributor (asphalt); Transit Mix; Lowboy, Light Equipment; Off-Highway Hauler; Tank Truck (over 6,000 gals.); Dump Truck (over 16 cy); Trailer Semi-Trailer Dump.

**GROUP IV:**

Diesel-powered Transport; Lowboy; Heavy Equipment.

# **LABOR ENFORCEMENT FUND**

***(STRICTLY ENFORCED)***

## **13-4-13.1 Public works contracts; registration of contractors and subcontractors.**

- A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.
- B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof or required registration for itself.
- C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

## **13-4-14.1 Labor enforcement fund; creation; use.**

The "labor enforcement fund" is created in the state treasury. The fund shall consist of contractor and subcontractor registration fees collected by the labor and industrial division of the labor department and all investment and interest income from the fund. The fund shall be administered by the division and money in the fund is appropriated to the division for administration and enforcement of the Public Works Minimum Wage Act [13-4-10 NMSA 1978]. Money in the fund shall not revert to the general fund at the end of a fiscal year.

## **13-4-14.2 Registration cancellation, revocation, suspension; injunctive relief.**

The director of the labor and industrial division of the labor department may:

- A. cancel, revoke or suspend with conditions, including probation, the registration of any party required to be registered pursuant to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] for failure to comply with the registration provisions or for good cause, subject to appeal pursuant to Section 13-4-15 NMSA 1978; and
- B. seek injunctive relief in district court for failure to comply with the registration provisions of the Public Works Minimum Wage Act.



**CHECK OUT THE  
DEPARTMENT OF LABOR  
WEBSITE FOR VALUABLE  
INFORMATION**

[www.dol.state.nm.us](http://www.dol.state.nm.us)

Click on "Public Works"

~ OR ~

**Bill Richardson  
Governor**

**Betty Sparrow Doris  
Department of Labor  
Secretary**

**James L. Moran  
Labor and Industrial  
Division Director**

**PHONE:**

**Public Works Questions:**

Diana - (505) 222-4669

Camille - (505) 222-4782

Michael - (505) 222-4783

**FAX Number:**

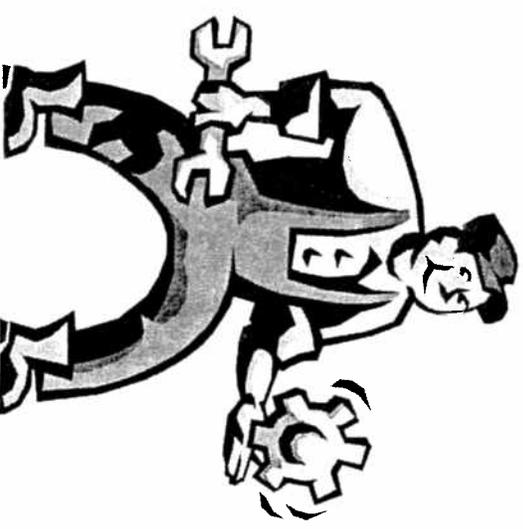
(505) 222-4780

**Apprenticeship Questions:**

(505) 222-4674

**New Mexico  
Public  
Works**

**Construction**



The NM Public Works Minimum Wage Act applies to employers and employees working on state/locally funded public works construction jobs. Information here is not an official interpretation of the Act, but this pamphlet can serve as a general guide to the law. You may find additional information and Rules & Regulations derived from the Act on the DOL web page at [www.dol.state.nm.us](http://www.dol.state.nm.us)

### 1. How does the Act apply?

The Act and the Labor and Industrial Division's (LID) Policy Manual govern all public works (PW) construction projects costing \$60,000 or more and funded in part or in whole by state/local funds. Wages set by LID must be paid as a minimum. Employees must be paid weekly. If the project has federal funding as well, the pay is figured by comparing the total rate in each trade from the state and federal wage decisions and paying the higher of the two.

### 2. What is a Wage Decision?

A wage decision is the set of wage rates for a specific public works construction project. The person putting together project bid documents requests a wage decision by submitting a request that describes the scope of work. The type of work determines the type of rates issued. The four sets of rates are for:

- "A" – Street, Highway, Utility and Light Engineering;
- "B" – General Building;
- "C" – Residential; and
- "H" – Heavy Engineering.

If 80% of the project is *not* in one type of construction, two types of rates may be issued. A wage decision expires 120 days after the issue date – unless the bid opening takes place. When the bids are opened before the expiration, those rates are good for the life of the project.

### 3. When is a new Wage Decision required?

A new wage decision is required when the bids are not opened before the expiration date on the original wage decision. If the project does not change significantly and the project is re-bid, an extension of the original expiration may be made. When bid dates are early in the calendar year, extensions may not be made since new rates go into effect. Then both a new wage decision and new rates may apply.

### 4. What is sent along with a Wage Decision?

Several forms are sent out with the wage decision that must be used by contractors:

- a. A Notification of Award is due from the contracting agency or general contractor listing all subcontractors before work starts;
- b. A Statement of Intent to Pay Prevailing Wages is due from each contractor, subcontractor and second tier contractor before work starts;

- c. An Apprenticeship Contribution Compliance Statement (for all except Type "A" projects) is due by the 15<sup>th</sup> of each month from all contractors, subcontractors, and second tier contractors;
- d. A wage rate poster must be displayed in an easily accessible place at the job site to show all employees what their minimum rates of pay are; and
- e. An Affidavit of Wages Paid must be submitted after a contractor finishes work but before the final payment.

### 5. When does overtime pay start?

Overtime pay starts after 40 hours of work in a seven-day workweek for the same employer, regardless of how many projects the employee works on.

### 6. How is overtime pay computed?

Overtime pay is 1.5 times the base pay with fringes added back. For example, if the base is \$12/hr. and the fringe benefit is \$2/hr., the total overtime rate is  $12 \times 1.5 + 2$  or  $18 + 2 = 20$ .

### 7. How can I file a wage claim?

If you think your employer owes you more wages, you may file a wage claim at any DOL office. You should keep copies of pay stubs, a diary of when and where you worked, and the work performed.

### 8. What does the term "at will State" mean?

New Mexico is an "at will State" and the term means that an employer may hire and fire employees at will.

**NEW MEXICO DEPARTMENT OF LABOR - PUBLIC WORKS BUREAU**

QUESTIONS?? Call OR E-mail:

Diana Tanner @ (505) 222-4669 OR [diana.tanner@state.nm.us](mailto:diana.tanner@state.nm.us)

Camille Vigil @ (505) 222-4782 OR [camille.vigil@state.nm.us](mailto:camille.vigil@state.nm.us)

Michael Fanestiel @ (505) 222-4783 OR [michael.fanestiel@state.nm.us](mailto:michael.fanestiel@state.nm.us)

<b>Contracting Agency/Owner</b>	<b>County</b>	<b>Decision Date</b>	<b>Decision No.</b>
City of Albuquerque	Bernalillo	02/06/07	BE-07-0205 A
		<b>Expires for Bids</b>	
<b>Type of Construction: A</b>		12/31/07	
<b>Description of Work: Utility Locating and Verification Services</b>			
Provide utility location and verification services in support of the CITY's professional engineering services for design of proposed CITY construction projects to be used on an "as needed" basis.			

**Type "A" - Street, Highway, Utility & Light Engineering - Effective June 22, 2006**

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