

**NEW MEXICO MILITARY INSTITUTE  
Request for Proposals  
RFP No. 2022/23-02  
Proposals for: Abatement & Demolition of Kentucky Houses**

MAIL SEALED PROPOSALS TO: **Office of the Chief Procurement Officer  
New Mexico Military Institute  
101 West College Blvd.  
Roswell, NM 88201**

**PROPOSAL OPENING DATE: Tuesday, February 28, 2023 TIME 2:00 PM/MT (Mountain Time)**

At the above date and time, proposals will be opened with at least one witness present. Proposals will not be opened publicly. Any proposal received after the stated date and time will not be considered and will be returned unopened.

**Note any questions are to be addressed to the Chief Procurement Officer, Cole Collins, email: collinsc@nmmi.edu**

Offeror agrees to comply with all conditions that are stated in this RFP.

By the signature hereon affixed, the Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made, to any competitor or any other person engaged in such line of business.

**OFFEROR MUST FILL IN AND SIGN:**

NAME OF FIRM, COMPANY

\_\_\_\_\_

ADDRESS

\_\_\_\_\_  
(Street) (City) (State) (Zip)

AUTHORIZED SIGNATURE

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

DATE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

This requirement is assigned Commodity Code # 91240 – Demolition Services

**In submitting their proposal, Offerors represent that they have examined and acknowledge receipt of addendum(s) (if any have been issued) identified below:**

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**REQUEST FOR PROPOSAL**

Sealed Proposals in triplicate will be received until **2:00 PM, on February 28, 2023** at the Office of the Chief Procurement Officer, New Mexico Military Institute, Roswell, New Mexico for the following:

**Abatement & Demolition of Kentucky Houses**

Request for Proposal may be secured free of charge at the NMMI website at <http://www.nmmi.edu/humanResources/rfps/documents/index.asp> , or at the Office of the Chief Procurement Officer, 101 West College Blvd., Roswell, NM 88201. The Board of Regents reserves the right to reject any and all proposals and to waive all technicalities or informalities in the proposal.

Board of Regents  
New Mexico Military Institute  
By: /s/ Bradford Christmas

ATTEST:  
/s/ John Garcia  
Secretary/Treasurer

## 1. PURPOSE

New Mexico Military Institute (NMMI) requests lump sum proposals for the **ABATEMENT AND DEMOLITION OF 1614, 1720 & 1722 N. KENTUCKY** project on the campus of New Mexico Military Institute

## 2. INSTRUCTIONS AND CONDITIONS

- a. Proposals will be accepted until **2:00 PM, on February 28, 2023**. Proposal received after the above-indicated time will be returned unopened. **Three (3) copies of each proposal shall be delivered to:**

**New Mexico Military Institute**  
**Chief Procurement Officer**  
**101 West College Blvd.**  
**Roswell, NM 88201**

- b. Proposals shall be submitted in a sealed envelope, box, or wrapping and should be labeled:

**“SEALED PROPOSAL”**  
**RFP NO. 2022/23-02**  
**ABATEMENT & DEMOLITION OF KETUCKY HOUSES**

- c. Responses should be in the same order as the evaluation criteria.
- d. Any proposal that does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis. Concise proposals will be appreciated. Lengthy proposals are discouraged.

## 3. TERM

Contractor will be given 120 calendar days from the issuance of a Notice to Proceed by NMMI to complete the project.

## 4. PROJECT DESCRIPTION

This project is for the **ABATEMENT AND DEMOLITION OF 1614, 1720 & 1722 N. KENTUCKY**. NMMI has contracted with Charles Purcell Consulting to inspect and test all three structures for hazardous materials. The inspection report is attached to this RFP. The scope of work will include abatement and disposal of all hazardous materials identified in the attached inspection report, demolition and disposal of all structures on the property, demolition and disposal of footings and utilities to a depth of 24” below existing grade, demolition and disposal of all vegetation on the site, finish grading and lite compaction leaving the site level with the surrounding grades and free from any debris.

We anticipate that the current funding for the project is enough to procure all the work described in this RFP.

- 1. Bid Lot #1 (Lump Sum Pricing):  
Abatement and Demolition of  
1614 N. Kentucky Ave. \$ \_\_\_\_\_  
**DO NOT INCLUDE TAX IN PRICING**
  
- 2. Bid Lot #2 (Lump Sum Pricing):  
Abatement and Demolition of  
1720 N. Kentucky Ave. \$ \_\_\_\_\_  
**DO NOT INCLUDE TAX IN PRICING**
  
- 3. Bid Lot #3 (Lump Sum Pricing):  
Abatement and Demolition of  
1722 N. Kentucky Ave. \$ \_\_\_\_\_  
**DO NOT INCLUDE TAX IN PRICING**

NMMI intends on awarding all 3 bid lots if funding allows.

The MACC has been set at \$100,000.00. This project is part of NMMI’s Capital Campaign and funding sources have been approved and are in place.

The successful Offeror will be required to procure a building permit through NM CID.

It will be the responsibility of the Offeror to clearly identify all services covered under their proposal. NMMI would expect to see what services are provided by the Offeror as well as line items that are specifically excluded in the proposal and would then be a responsibility of NMMI.

Site inspection for interested Offerors shall be scheduled through the office of the Director of Facilities: Kent Taylor, 575-624-8330 or email at [kent@nmmi.edu](mailto:kent@nmmi.edu)

**THE WAGE DECISION FOR THIS PROJECT IS CH-23-0080-B**

**5. 13-1-21 E. APPLICATION OF PREFERENCES**

When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:

- (1) eight percent of the total possible points to a resident business or Native American resident business; or

(2) ten percent of the total possible points to a resident veteran business or Native American resident veteran business that has annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year.

**Offerors must provide a valid certificate from the Taxation and Revenue Department or a valid registration # to receive preference.**

## **6. PROPOSAL SECURITY**

Proposal security in the form of a 5% proposal bond from the Offeror shall accompany each proposal. The successful Offeror's security will be retained until the contract is signed and has furnished the required Payment and Performance Bonds properly executed by a surety company authorized to do business in this State of New Mexico, and a notarized statement that said surety is approved in Federal Circular 570 as published by the United States Treasury Department or the State Board of Finance. NMMI reserves the right to retain the security of the qualified Offerors until the best qualified Offeror enters into contract or until 30 days after proposal opening, whichever is shorter. All other proposal security will be returned as soon as practical. A cashier's check or any other security is not acceptable in lieu of a proposal bond. If any Offeror refuses to enter into a contract, the Owner will retain his proposal security as legitimate damages, and not as a penalty. Failure to provide a proposal bond with your submission will result in your proposal being deemed non-responsive, and rejected on that basis.

## **7. PAYMENT BOND AND PERFORMANCE BOND REQUIRED**

When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the state agency or local public body and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages.

(1) a performance bond satisfactory to the state agency or local public body, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the state agency or local public body, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

## **8. BONDING OF SUBCONTRACTORS**

A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

## **9. CONFLICT OF INTEREST**

Offeror warrants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with fair competition or the performance of services required under this request. The Procurement Code, Section 13-1-28 at seq. NMSA 1978, as amended imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose criminal penalties for bribes, gratuities and kickbacks.

## **10. INFORMATION REFERRAL, ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the specifications or other pre-proposal documents will be made to any proposer orally.

Every request for such interpretations must be made in writing, or email, and to be given consideration, must be received no later than January 10, 2023. All interpretations and any supplemental instructions will be emailed or mailed to all prospective proposers (at the respective addresses furnished for such purposes). Such addendum of interpretations shall not relieve Offerors from obligation under his/her proposal as submitted. All addenda so issued shall become part of the contract documents.

All Offerors are referred to the Office of the Chief Procurement Officer of NMMI to obtain information not available in the specifications.

New Mexico Military Institute  
Cole Collins, Chief Procurement Officer  
101 West College Boulevard  
Roswell, NM 88201

Email: [collinsc@nmmi.edu](mailto:collinsc@nmmi.edu)

## **11. LAWS AND REGULATIONS**

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written out in full. The laws of the State of New Mexico shall govern this contract.

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any NMMI employee, student or guest because of race, color, religion, national origin, sex, and marital status, or status with regard to public assistance, disability or age.

## **12. ASSIGNMENT**

No right or interest in any contract arising from this request for proposal shall be assigned or delegated by the proposers without the written permission of NMMI.

## **13. NEWS RELEASES**

Upon receipt of a contract agreement with NMMI, the Offerors shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to NMMI, without the written approval from the Chief Procurement Officer or designated representative, obtained in advance, for each item of advertising or publicity. However, nothing shall preclude successful Offerors from listing NMMI on its routine client list for matters of reference.

## **14. IDEMNITY**

Offerors shall indemnify and hold harmless NMMI, its agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of, or resulting from the operation or performance of the contractor or any subcontractor under this agreement. The liability of NMMI will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 Et Seq. NMSA 1978, as amended.

## **15. PROPRIETARY INFORMATION**

NMMI discourages the submission of any information deemed "proprietary" or "protected" and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. NMMI, as a public entity, cannot and does not warrant that proprietary information will not be disclosed.

## **16. COST OF PROPOSAL**

Each Offeror is responsible for any cost associated with submitting a proposal and response to this request for proposal. Each Offeror is responsible for any cost incurred in making visits to NMMI for any purpose associated with this request for proposal.

## **17. LATE SUBMISSIONS**

Late submissions of offers will not be considered unless it is determined by New Mexico Military Institute that the late receipt was due solely to mishandling by NMMI after receipt by NMMI or the offer is the only offer received. NMMI will not be responsible for any lost or misdirected mail sent by common carrier. The time clock in the Office of the Chief Procurement Officer shall serve as the official record of time. Late submissions will be returned unopened.

## **18. NMMI OPTIONS**

The New Mexico Military Institute, notwithstanding any other provision of this request for proposals, expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal or proposal procedures;
- b. Reject any or all proposals;
- c. Reissue a request for proposals;
- d. Negotiate with any or all of the Offeror representatives for the purpose of obtaining best and final offers. Revisions may be permitted after opening and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. NMMI is under no obligation to conduct discussions with any Offeror.

## **19. CHANGES/ALTERATIONS AFTER AWARD**

Changes or alterations after the award can only be made if agreed to in writing by New Mexico Military Institute.

## **20. CANCELLATION**

New Mexico Military Institute reserves the right to cancel without penalty, this request, the resultant contract or any portion thereof for unsatisfactory performance or unavailability of funds.

**21. EVALUATION CRITERIA**

Each proposal will be evaluated on the basis of all of its contents and a contract awarded to the responsible Offeror(s) whose proposal is, in the opinion of NMMI, determined to be most advantageous to NMMI, when all factors are considered.

**Experience** – Provide a summary of your company’s experience with demolition and abatement. This may include number of years in business, licenses, etc. Any information you think will exemplify that your company is qualified to perform the scope of work can be included in this section.

**Past Record of Performance** – Provide a list of at least three projects of similar size and scope to this project that your company has completed within the last 5 years. This shall include the name of the Owner the work was performed for, the scope of work of the project, the budgeted amount of the project, the estimated completion date, and whether the project was completed within budget and on time. If over budget, please detail any change orders/additions that may have caused this. If the project was not completed on-schedule, please indicate why.

**Lump Sum Price** – Total lump sum price for the bid lots indicated

<b>Evaluation Criteria</b>	<b>Points</b>
<b>1. Experience</b>	30
<b>2. Past Record of Performance</b>	30
<b>3. Lump Sum Price</b>	40
<b>GRAND TOTAL OF COST AND TECHNICAL</b>	100
<b>Resident Business/Native American Resident Business Points</b>	8
<b>Resident Veteran/ Native American Resident Veteran Points</b>	10

NMMI shall have the right to waive technical irregularities in the form of the Proposal of the Offeror, which do not alter the quality of the services. (13-1-132 NMSA 1978).

**Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended at finalist negotiations. NMMI is under no obligation to conduct negotiations with any Offeror.

**Pricing**

- 1. Bid Lot #1 (Lump Sum Pricing):  
Abatement and Demolition of  
1614 N. Kentucky Ave. \$ \_\_\_\_\_  
**DO NOT INCLUDE TAX IN PRICING**
  
- 2. Bid Lot #2 (Lump Sum Pricing):  
Abatement and Demolition of  
1720 N. Kentucky Ave. \$ \_\_\_\_\_  
**DO NOT INCLUDE TAX IN PRICING**
  
- 3. Bid Lot #3 (Lump Sum Pricing):  
Abatement and Demolition of  
1722 N. Kentucky Ave. \$ \_\_\_\_\_  
**DO NOT INCLUDE TAX IN PRICING**

Points for pricing will be calculated based on the following formula.

$$\text{Offeror's Points} = \frac{\text{Lowest Price}}{\text{Offeror's Price}} \times \text{Maximum Points Allowed (40)}$$

**22. RIGHT TO PROTEST**

Any Offeror who is aggrieved in connection with this Request for Proposal may protest the award to New Mexico Military Institute Chief Procurement Officer as provided by the New Mexico State Procurement Code 13-1-172. The protest shall be submitted in writing with 15 (fifteen) calendar days after knowledge of the facts or occurrence giving rise thereto.

In the event of a timely protest under this section, NMMI and the Contracting Agency shall not proceed further with the procurement unless NMMI makes a determination that the award of Agreement is necessary to protect substantial interest of the Contracting Agency (13-1-173 NMSA 1978). Protests must be written and must include a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the Chief Procurement Officer. Emailed protests will not be considered.

### **23. SELECTION PROCESS**

Proposals will be reviewed by a selection committee. The process will include such site presentations and interviews as the committee may require. The award shall be made to the responsible Offeror whose proposal is most advantageous to New Mexico Military Institute, taking into consideration the evaluation factors, as outlined in the Evaluation Criteria.

Offerors may be invited to discuss their proposal with NMMI staff. NMMI is under no obligation to conduct discussions with any or all Offerors. Offerors shall bear any and all costs incurred by them in the conduct of any discussions or negotiations including travel, if requested by the NMMI staff.

Concise proposals will be appreciated; lengthy proposals are not required.

### **24. OBLIGATION OF PROPOSERS**

At the time of the opening of proposals, each Offeror will be presumed to have read and be thoroughly familiar with the specifications and regulations, including all addenda. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve an Offeror for any obligation in respect of his/her proposal.

### **25. CONTRACT DOCUMENTS**

If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Proposals, the signed proposal submitted by the Offeror, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the System and the Offeror, all of which shall be referred to collectively as the Contract Documents.

### **26. DETAILED CONTENTS OF PROPOSAL**

**All proposals must include the following:**

- a. The Letter of Transmittal (page 1) must be filled out and signed by an individual authorized to commit the Offeror. All addenda (if applicable) must be acknowledged on the Letter of Transmittal.
- b. The Campaign Contribution form must be filled out and submitted with your proposal, even if no contributions were made. (Page 12 – 14)
- c. A proposal bond equal to 5% of the total dollar amount bid.

- d. Listing of Subcontractors Form (Page 15)
- e. Proof of a valid Public Works registration for prime contractor and any subcontractor who is to perform \$60,000 or more of work on this project. Public Works and Wage Decision information are included on pages 16-24.

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

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

The following definitions apply:

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

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

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

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

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

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

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

**DISCLOSURE OF CONTRIBUTIONS:**

<b>Contribution Made By:</b>	
<b>Relation to Prospective Contractor:</b>	
<b>Name of Applicable Public Official:</b>	Governor _____

Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

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

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

Title/Position: \_\_\_\_\_

**--OR--**

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

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

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

Title/Position: \_\_\_\_\_

**LISTING OF SUBCONTRACTORS FORM**

In compliance with NMSA 13-4-34, the Offeror named herein, provides the following list of subcontractors whose work to be performed on this project exceeds \$5,000. The Offeror shall list only one subcontractor for each category of work to be performed as defined by the Offeror in their bid. Offeror shall list the Public Works registration # for any subcontractor performing more than \$60,000 of work on this project.

Category of Work to be Performed	Subcontractor's Name & Address	Public Works #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OFFEROR (General Contractor) \_\_\_\_\_

NAME (Please Print)  
\_\_\_\_\_

SIGNATURE AND TITLE  
\_\_\_\_\_

DATE \_\_\_\_\_

# ATTACHMENT A



**LABOR RELATIONS DIVISION**

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

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

**WWW.DWS.STATE.NM.US**

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

### Wage Decision Approval Summary

1) Project Title: Demolition of Kentucky Ave Houses  
 Requested Date: 01/10/2023  
 Approved Date: 01/11/2023  
 Approved Wage Decision Number: CH-23-0080-B

**Wage Decision Expiration Date for Bids: 05/11/2023**

2) Physical Location of Jobsite for Project:  
 Job Site Address: 101 W. College Blvd  
 Job Site City: Roswell  
 Job Site County: Chaves

3) Contracting Agency Name (Department or Bureau): New Mexico Military Institute  
 Contracting Agency Contact's Name: Kent Taylor  
 Contracting Agency Contact's Phone: (575) 624-8330 Ext.

4) Estimated Contract Award Date: 02/21/2023

5) Estimated total project cost: \$100,000.00  
 a. Are any federal funds involved?: No  
 b. Does this project involve a building?: Yes - Demolish dilapidated Houses  
 c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No  
 d. Are there any other Public Works Wage Decisions related to this project?: No  
 e. What is the ultimate purpose or functional use of the construction once it is completed?: Non identified at this time

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$100,000.00	Abatement and demolition of dilapidated houses



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

WWW.DWS.STATE.NM.US

## PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

### Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

### General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



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

WWW.DWS.STATE.NM.US

### **Subcontractor**

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

### **Additional Information**

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

### **CONTACT INFORMATION**

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



### **2023 SUBSISTENCE, ZONE AND INCENTIVE PAY RATES**

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

#### **Asbestos workers or heat and frost insulators**

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

#### **Boilermakers/Blacksmiths**

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

#### **Bricklayers**

- (1) Between 70 and 120 miles, \$55.00 per day
- (2) 121 or more miles, \$70.00 per day

#### **Cement Masons**

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

#### **Drywall Finishers and Tapers**

- (1) \$40.00 per day (\$5.00 per hour for eight hours work) for over 60 miles over the most typically traveled route, or other mutually agreed upon suitable lodging or transportation.
- (2) If an employee has worked the full week on four 10-hour days, the employee shall be paid the full week of per diem of \$200.00.
- (3) Special provision for Santa Fe and Albuquerque: Employees who travel between Santa Fe and Albuquerque will be paid \$15.00 per day or other mutually agreed upon lodging or transportation.



### **Electricians (inside classifications)**

- (1) For Albuquerque only:
  - (a) Zone 1 is classified as being within 40 miles from the main post office.
  - (b) Zone 2 shall extend up to 10 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 20 miles beyond zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend 20 miles or more beyond zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (2) For Los Alamos County only: work performed within the county shall be compensated fifteen percent above the zone 1 journeyman rate.
- (3) For all other counties:
  - (a) Zone 1 is:
    - (i) within six miles from the main post office for Raton, Tucumcari, and Farmington.
    - (ii) within eight miles from the main post office for Las Vegas.
    - (iii) within ten miles from the main post office for Santa Fe and Gallup.
    - (iv) within twelve miles from the main post office for Belen, Carrizozo, Clovis, Los Lunas, Portales, Roswell, Ruidoso, Artesia, Carlsbad, Hobbs, and Lovington.
    - (v) within fourteen miles from the main post office for Espanola.
  - (b) Zone 2 shall extend up to 20 miles beyond zone 1. Work performed within zone 2 shall be compensated nine percent above the journeyman rate for zone 1.
  - (c) Zone 3 shall extend up to 30 miles from zone 1. Work performed within zone 3 shall be compensated fifteen percent above the journeyman rate for zone 1.
  - (d) Zone 4 shall extend beyond 30 miles from zone 1. Work performed within zone 4 shall be compensated twenty six percent above the journeyman rate for zone 1.
- (4) When workers are ordered to report to the shop and then to the job and from job to job, and return to the shop, they shall be paid for the time spent traveling and shall be furnished transportation by the Employer. Under these conditions the Zone 1 rate and any applicable overtime will be paid.

### **Electricians (outside classification)**

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



### **Glaziers**

- (1) When out-of-town travel is required, the employer shall pay the employee for suitable lodging with no more than two people per room and \$20.00 per night for food.
- (2) Employees required to use a personal vehicle for travel to a jobsite beyond a 30 mile radius of the main post office in town where the employer's shop is located shall be compensated at the current Internal Revenue Service (IRS) rate for actual mileage incurred beyond the 30 mile radius, plus their regular rate of pay for travel time.

### **Ironworkers**

- (1) Travel more than 50 miles from the interchange of Interstate 40 and Interstate 25 or from the employee's home should be paid at \$9.00 per hour.
- (2) If travel is within Santa Fe county, travel time shall be paid at \$3.00 per hour.

### **Laborers**

- (1) Type A:
  - (a) Work travel between 50 and 85 miles from the employer's primary address should be compensated at \$3.50 per hour.
  - (b) Work travel 86 miles or greater from the employer's primary address should be compensated at \$5.00 per hour.
- (2) Types B and C:
  - (a) Work travel under 50 miles is a "free zone";
  - (b) The municipal limit of the city of Santa Fe is \$30.00 per day;
  - (c) Work travel between 50 and 75 miles from the union hall to include the municipal limits of Estancia, Grants, and Socorro is \$40.00 per day.
  - (d) All work over 75 miles from the union hall is \$50.00 per day.
- (3) Type H – no zone subsistence pay;
- (4) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.

### **Millwrights**

- (1) Work travel between 76 and 150 miles should be compensated at \$50.00 per day.
- (2) Work travel greater than 150 miles should be compensated at \$75.00 per day.



### Operating Engineers

- (1) Type A operators should be compensated for zone and subsistence as follows:
  - (a) Work travel between 50 and 85 miles from the interchange of Interstate 25 and Interstate 40 in Albuquerque, or from the Farmington City Hall in Farmington, should be compensated at \$2.50 per hour.
  - (b) Work travel 86 miles or more from the interchange of Interstate 25 and Interstate 40 in Albuquerque or from the Farmington City Hall in Farmington, should be compensated at \$4.00 per hour.
- (2) Type B and C operators:
  - (a) Base points for operators are 30 miles and beyond:
    - (i) Bernalillo county courthouse in Albuquerque;
    - (ii) State capital building in Santa Fe;
    - (iii) City hall in Farmington.
  - (b) Zone and subsistence for Albuquerque and Santa Fe are as follows:
    - (i) work travel between 30 and 50 miles from the base point compensated at \$20.00 per day;
    - (ii) work travel between 51 and 100 miles from the base point compensated at \$45.00 per day;
    - (iii) work travel over 100 miles from the base point that involves an overnight stay compensated at \$75.00 per day.
  - (c) Zone and subsistence for Los Alamos county, \$50.00 per day.
  - (d) Zone and subsistence for Farmington is as follows:
    - (i) work travel between 35 and 75 miles from the base point compensated at \$45.00 per day,
    - (ii) work travel over 100 miles from the base point compensated at \$75.00 per day.
  - (e) If an employer provides the employee transportation and mutually agreeable, suitable lodging in areas where overnight stays are necessary, subsistence rates do not apply.
- (3) Type H operators are not eligible for zone and subsistence pay.

### Painters

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.



- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Paper hangers**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$2.50 per hour above base pay.
- (4) When the employee is required to stay overnight, the employer should provide and pay for suitable lodging.
- (5) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.

### **Plasterers**

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

### **Plumbers and pipefitters**

- (1) Work travel for 90 or more miles from an employee's primary residence, and involving an overnight stay, should be compensated at \$80.00 per day.
- (2) No zone or subsistence pay is required should the employer elect to cover the room cost.
- (3) Los Alamos county workers receive \$0.80 per hour incentive pay plus base and fringe.

### **Roofers**

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



### **Sheet metal workers**

- (1) Work travel 90 miles or more from contractor's home base and employee's home, should be paid at \$80.00 per day subsistence pay plus base and fringe, regardless of county.
- (2) Los Alamos county: \$2.00 per hour incentive pay plus base and fringe.
- (3) Workers living 60 or more miles from a San Juan county job site receive \$3.00 per hour subsistence pay plus base and fringe.

### **Soft floor layer**

- (1) Zone 1: Base pay for an area within a 30 mile radius from the main post office in the city or town where the employee permanently resides. Albuquerque, Santa Fe, and Belen shall be considered Zone I.
- (2) Zone 2: Work travel between 30 and 75 miles from the main post office in the town where an employee permanently resides shall be compensated at \$1.00 per hour above base pay.
- (3) Zone 3: Work travel 75 miles or more from the main post office in the town where an employee permanently resides shall be compensated at \$3.13 per hour above base pay.
- (4) Employer will furnish transportation or gasoline for all work performed beyond the 30 mile radius that encompasses the free cities of Albuquerque, Santa Fe or Belen.
- (5) When the employee is directed to report to a job site and the distance to the job site requires the employee to stay out of town overnight, the employer shall provide housing arrangements for the affected employees.

### **Sprinkler fitters**

- (1) Work travel between 60 and 80 miles from the employee's primary residence should be compensated at \$22.00 per day.
- (2) Work travel between 81 and 100 miles from the employee's primary residence should be compensated at \$32.00 per day.
- (3) Work travel of 101 miles or more from the employee's primary residence should be compensated at \$120.00 per day.
- (4) No zone or subsistence pay shall be paid when the employer provides daily transportation and the employee elects to travel back and forth from home.