# **PROJECT MANUAL**

# **RATON SENIOR CENTER**

# COOLERS AND DISHWASHER REPLACEMENT



December 20, 2022

# CONTENTS

Invitation To Bid	Page 1
Project Summary Contractor Qualifications Basis of Award Schedule NM Contractor Preference	Page 2
Bid Bond, Labor and Material Payment Bonds Wage Rate general instructions	Page 3
Site Inspection Contract Insurance Warranty Permits Invoice and payment	Page 4
Use of Site Waste Clean-up Submittals	page 5
Walk-in Cooler and Freezer Specifications - 7 page	es
Dishwasher Specifications - 1 page	
Bid Form – 3 pages	
Campaign Contribution Disclosure Form – 2 pages	<b>b</b>
State Wage Rate – 6 pages	
Construction Plans	

RATON SENIOR CITIZENS CENTERDecember 20, 2022page 1 of 5COOLERS AND DISHWASHER REPLACEMENTRATON, NEW MEXICO

# **NOTICE OF INVITATION TO BID**

Sealed bids will be received from General Contractors by the City of Raton for a contract to remove and replace walk-in coolers and dishwasher and related carpentry work at the RATON SENIOR CENTER located at 440 South First Street in Raton, NM. Sealed bids will be received at the Office of the City Clerk located at the Raton Municipal Building, 224 Savage Avenue, P.O. Box 910, Raton New Mexico 87740 until January 19, 2023 at 2pm MDT. Bids will be opened and publicly read aloud immediately after the specified closing time. Bids received after this date and time will be returned unopened. Bids submitted by fax, email, text, or other electronic means will not be considered. The City of Raton reserves the right to waive technicalities, accept or reject any or all bids as deemed to be in the best interest of the City of Raton.

Specifications in digital format are available at no cost from the architect. Addenda will be issued to parties that received full printed or digital plan sets from the architect. Submit questions or requests for bid documents to the office of the architect, Alpha Design, P.O. Box 241, Raton, NM 87740, phone 575-445-4235, email alphadesign@bacavalley.com.

## PROJECT SUMMARY

Remove and replace a walk-in cooler. Install a walk-in cooler. Remove and replace a commercial grade dishwasher. Related work as described in this manual and shown on the plans.

# CONTRACTOR QUALIFICATIONS

The awarded prime contractor will be a general contractor or mechanical contractor licensed by the State of New Mexico and will contract with other licensed trades as needed to complete the project. Bidding contractors will submit a copy of their license in the sealed envelope with the bid form.

# BASIS OF AWARD

The contract will be awarded to the qualified bidder submitting the lowest base bid adjusted for the Contractor Preference described below. The Owner reserves the right to accept or reject any bid for any reason and to act in the best interest of the Owner.

# SCHEDULE

After award the owner will notify the contractor to proceed. The contractor will promptly order the needed products. Construction Time will begin shortly after materials are available on a date to be mutually agreed to by the owner and contractor then identified in the Notice To Proceed issued by the architect. <u>Construction Time will be 60 calendar days.</u>

Time extensions will not be allowed for delays caused by weather because most of the work is at the building interior.

Liquidated damages of \$100 per calendar day will be deducted from the payments to the Contractor for each calendar day that work is not substantially complete after the allowed 60 days specified above. Time extensions will be allowed for scheduled events at the facility when the contractor is asked to stop work. No additional payments will be made to the contractor for delays in the work requested by the owner. No additional or bonus payments will be made for early completion.

#### **RESIDENT CONTRACTOR PREFERENCE**

NATIVE AMERICAN RESIDENT CONTRACTOR PREFERENCE RESIDENT VETERAN CONTRACTOR PREFERENCE, and NATIVE AMERICAN RESIDENT VETERAN CONTRACTOR PREFERENCE The City of Raton shall consider and apply provisions of NMSA 13-4-2 regarding Certified NM Resident Contractor and NMSA 13-1-21/13-1-22 regarding certified Veterans Preference in this procurement.

Bidders must include a copy of their preference certificate with their bid. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

December 20, 2022 page 3 of 5

See <u>http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-</u> <u>certification.aspx</u>. Preference percentages will be determined pursuant to the statutes as follows:

- 1. New Mexico Resident Contractor Preference If the bidder has provided their Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Contractor is 8%.
- 2. New Mexico Native American Contractor Preference If the bidder has provided their Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Contractor is 8%.
- 3. New Mexico Resident Veteran Business Preference If the bidder has provided their Resident Veterans Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Veteran Contractor is 10% if the bidder's gross revenue is less than \$3M (prior year revenue).
- 4. New Mexico Native American Veteran Contractor Preference If the bidder has provided their Native American Resident Veterans Preference Certificate submitted with their bid then the Preference Points for a New Mexico Resident Veteran Contractor is 10%.

An Agency shall not award a business more than one of the four types of Contractor Preferences.

# BID BOND, LABOR AND MATERIAL PAYMENT BONDS

If the bid is in excess of twenty-five thousand dollars (\$25,000) then a 5% bid security will be required to be submitted with all bids. All bid security in the form of checks, except those of the two lowest bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the unsuccessful of the two lowest Bidders, if in the form of a check will be returned within fifteen (15) days following the award of the contract.

If the contract award is in excess of twenty-five thousand dollars (\$25,000) the contractor will be required to deliver upon execution of the contract the required performance and payment bonds in an amount equal to 100% of the total bid amount. The retained bid security of the successful bidder, if in the form of a check or cash, will be returned after satisfactory execution of the contract. If the contractor fails to deliver the required performance and payment bonds for a contract in excess of twenty-five (\$25,000) then the contractors bid shall be rejected and its bid security shall be enforced to the extent of actual damages. Bid securities in the form of bid bonds will be returned only upon the request of the unsuccessful bidder, but will be released by the Chief Procurement Officer after the notice of award is issued.

WAGE RATES and DEPT. OF WORKFORCE SOLUTIONS REGISTRATION A State Wage Rate Decision is issued for this project and applies only if the contract amount is \$60,000 plus tax or greater. If the contract amount is \$60,000 or more then the contractor will comply with NM Dept. of Workforce Solutions requirements including submitting Certified Payrolls to the owner after each pay period. This applies to the prime contractor and to subcontractors.

Any bidder or subcontractor with a proposed contract or subcontract of \$60,000 or more is required by NM Dept. of Workforce Solutions to be registered with the Department BEFORE submitting a bid. Work experience on prior projects with an applicable State Wage Rate does not qualify as being registered with the Department. Registration requires a fee paid to the Department of Workforce Solutions every two years to keep registration active. Prospective bidders and subcontractors are urged to apply early for NM Dept. of Workforce Solutions registration.

Further information is available at https://www.dws.state.nm.us/public-works

# SITE INSPECTION

Bidders will inspect the project site and existing facility prior to submitting a bid and be familiar with the existing conditions. Failure of the bidder to fully inspect the project site will not be grounds for a change order whether or not the existing conditions are identified in the plans or this project manual.

# CONTRACT

The form of agreement between the Contractor and the Owner will be AIA Document A105. A copy is available for viewing at the office of the architect.

# INSURANCE

The Contractor will carry liability insurance, worker's compensation, and other insurance policies required by law. Coverage for each will be at least \$1 million aggregate. The awarded contractor will provide the County with a Certificate of Insurance issued by the insurance provider.

## WARRANTY

The Contractor will provide a 1 year labor warranty.

## PERMITS

The contractor will apply for and pay for a building permit from NM Construction Industries Division.

# INVOICE AND PAYMENT

No down payments, deposits, or advanced payments will be made to the contractor. The Contractor can submit an invoice at approximately 30 day intervals for work completed and materials stored on site. Payments will be made within the following 30 calendar days.

# USE OF SITE

The facility will remain in use and open to the public. There may be limitations to the dates and time of day that some of the work can be performed. Those schedules will be coordinated with the owner.

Power and water is available on site for construction use.

The toilet rooms on site are available for contractor use if kept clean of construction related debris.

Daily access will be coordinated with the owner. The owner will not be responsible for the contractor's items that are lost or stolen from the site.

# WASTE

Contractor will keep debris from accumulating and will dispose of waste legally. Do not use public dumpsters to dispose of construction waste.

# CLEAN-UP

Contractor will clean the project area at the completion of the project and correct any new damage caused by the work.

# SUBMITTALS

Before purchasing materials the contractor is to submit material and product information to the architect\_for products where noted in this project manual and for any materials proposed for substitutions. Architect will review and comment.

Submittals will clearly indicate the product model or system proposed for use. Submit color charts when multiple colors are available for selection. Provide submittals on the following products:

Walk-in cooler Walk-in freezer

Do not purchase products until the submittals have been submitted and the architect has reviewed and replied.

# Walk-in Cooler and Freezer Specifications

- 1. Refrigeration and Freezing
  - A) Walk-in Refrigerator and Freezer Construction
    - General: Each panel shall consist of inner and outer metal skins, a 4" insulation core. Construction shall be as approved by the NSF International and shall bear the NSF® Seal of Approval.
      - (a) Wall Panels: Panel insulation shall be 4" thick, high quality, extruded polystyrene or foamed-in-place polyurethane, modular panels joined by not less than three (3) cam-lock devices; gasket to seal between panels; R-28 or greater for refrigerators and R-32 or greater for freezers.
        - (i) Refrigerators:
          - (a) Extruded Polystyrene: All wall insulation shall be 4" thick, high quality rigid extruded polystyrene.
          - (b) Foamed in-place Polyurethane: All wall and ceiling insulation shall be 4" thick, high quality, foamed inplace polyurethane.
        - (ii)Freezers:
          - (a) Extruded Polystyrene: All wall insulation shall be 4" thick, high quality, rigid, extruded polystyrene.
          - (b) Foamed-in-place Polyurethane: All wall and ceiling insulation shall be 4" thick, high quality foamed inplace polyurethane.
      - (b) Ceiling: Panel insulation shall be 4" thick, high quality, extruded polystyrene or foamed-in-place polyurethane panels; R-28 or greater for refrigerators and R-32 or greater for freezers.
        - (a) Refrigerators:
          - i. Extruded Polystyrene: All ceiling insulation shall be4" thick, high quality rigid extruded polystyrene.
          - ii. Foamed in-place Polyurethane: All wall and ceiling insulation shall be 4" thick, high quality, foamed inplace polyurethane.
        - (b) Freezers:
          - i. Extruded Polystyrene: All ceiling insulation shall be4" thick, high quality, rigid, extruded polystyrene.
          - ii. Foamed in-place Polyurethane: All wall and ceiling insulation shall be 4" thick, high quality, foamed inplace polyurethane.
        - (c) Rain Roof Package: For use on walk-ins installed outdoors. Specify whether walk-in is free standing or

which wall is butted against the building. A single-ply membrane roof shall be supplied to provide water resistant covering of the ceiling panels. Membrane materials shall be provided in one complete roll designed for the size of the walk-in. No welding of seams shall be required for installation.

- (d) Sloped Roof Package: For use on walk-ins installed outdoors. In order to form a sloped roof profile, suitable quantities of sloped foam shall be provided. The foam shall be cut in a manner that upon installation, a <sup>1</sup>/<sub>4</sub>":1' slope is obtained. The membrane roof shall be increased in size appropriately, in order to provide the additional material required to properly cover the resultant profile.
- (e) Exterior units will be rated to withstand up to 90 mph winds. Load calculations must be performed on individual construction to confirm wind loads.
- (c) Finishes:
  - (i) Exterior Finishes:
    - (a) 26 gauge stucco embossed galvalume
    - (b) 26 gauge stucco embossed galvanized steel
    - (c) 26 gauge white stucco embossed galvanized steel where installed outdoors.
    - (d) 26 gauge tan stucco embossed galvanized steel where installed indoors.
    - (e) 26 gauge black stucco embossed galvanized steel
    - (f) 24 gauge smooth stainless steel
  - (ii)Interior Finishes
    - (a) Wall Panels:
      - i. 26 gauge stucco embossed galvalume
      - ii. 26 gauge stucco embossed galvanized steel
      - iii.26 gauge white stucco embossed galvanized steel
      - iv. 26 gauge tan stucco embossed galvanized steel
      - v. 26 gauge black stucco embossed galvanized steel
      - vi. 24 gauge smooth stainless steel
    - (b) Ceiling Panels:
      - i. 26 gauge stucco embossed galvalume
      - ii. 26 gauge bright stucco embossed galvanized steel
      - iii.26 gauge white stucco embossed galvanized steel
      - iv. 26 gauge tan stucco embossed galvanized steel
      - v. 26 gauge black stucco embossed galvanized steel
      - vi. 24 gauge smooth stainless steel.
    - (c) Floors:

- i. 22 gauge smooth stainless steel
- ii. 20 gauge smooth galvanized steel (used for use with quarry tile application)
- iii..100 Aluminum (when specified)
- (d) Panel Dimensions:
  - (i) Wall Panels:
    - (a) Maximum panel height 20' (maximum enclosure height is 20'4" including the 4" ceiling panel)
    - (b) Maximum panel width 47"
  - (ii)Ceiling Panels:
    - (a) Maximum ceiling panel length 20'
    - (b) Maximum ceiling panel width 47"
    - (c) Indoor units: Ceiling supports are required for ceiling spans over 14'.
    - (d) Outdoor units: Depending on snow load, wind load and other environmental variables, a steel frame may be required for support.
  - (iii) Floor Panels:
    - (a) Maximum floor panel length -14'
    - (b) Maximum floor panel width 47"
- 2) Partitions: When specified, walk-ins shall be divided into compartments by the use of panels that are constructed in accordance with the specification for all panels.
- Floor: See item specifications for conditions that apply to this project.
  - (a) Exposed Prefabricated Floor: Prefabricated refrigerator or freezer floor panels must have R-28 rating or greater; allowable stationary load of 600 pounds per sq. ft. when placed on a continuous concrete slab, reinforced floor panels for larger loads are available: verify that building is transit level prior to installing walk-ins: notify Owner and Architect if sub-floor ventilation or heating is required for walk-in freezers; Dealer or Consultant to verify that sub-floor installation conditions are acceptable prior to installing floor and box.
    (b) Floorless:
    - (i) Floor Screeds: Floor screeds shall be provided for all floorless walk-ins. The screeds shall be vinyl, and have NSF® approved cove both inside and out.
- 4) Doors: R-25 or greater for refrigerators; R-32 or greater for freezers. Door shall be flush mounted, positioned and hinged; provided with suitable sweep and magnetic gaskets, door closer, one pre-wired vapor proof light fixture, light switch with pilot light,

dial thermometer, manual internal lock override, chrome plated cam lift hinges, chrome plated door latches with strike.

- (i) Outdoor Units: Doors on outdoor walk-ins shall have weather protected light switch and door drip cap.
- (ii)Freezer Doors: Freezer doors shall be identical to cooler doors, but with the addition of UL approved heater wire on all four sides. Freezer doors shall include a heated pressure relief port in the adjacent panel.
- (b) Hinges: One cam-lift spring assisted self-closing hinge and one cam-lift hinge.
- (c) Handle: Kason or Component equivalent with steel reinforced plate inside door panel, pull door handle with cylinder lock, padlock hole and interior safety release; provide common key for all walk-in doors.
- (d) Door Closer: Kason or spring assisted comparable
- (e) Vision Panel (If Specified): Not less than 150 square inches: heated: double pain glass for refrigerators and triple pane glass for freezers.
- (f) Kick plate (If Specified) : 1/8" thick aluminum diamond-tread plate on both sides of door and frame: extend from door bottom to door handle; secure with stainless steel screws; seal perimeter with silicone.
- (g) Light Single Light Fixture
- (h) Internal Ramp: 30" deep, various widths, 22 gauge stainless steel, extruded polystyrene; three - 8" non-skid strips, NSF approved
- (i) External Ramp: 30" deep, varying widths, <sup>1</sup>/<sub>4</sub>" steel diamond tread plate, painted safety yellow.
- (j) Glass Doors: When specified. Glass door openings shall be provided as necessary for the doors being installed. Sill height shall be per customer specification. Wood framing of the opening shall be required to assist with the installation of the glass doors.
- (k) Optional Doors: Optional sliding and overhead doors are available; customer to specify.
- Electrical: Wire surface mounted on door panel to junction box top of door.
- (m)Thermometer: installed flush-mount on hinge side of door panel.
- (n) Digital Thermometer (optional): 3" round digital thermometer with probe, installed flush-mount on hinge side of door panel.
- (o) Digital Thermometer with Alarm (optional): Specifications available.

- 5) Pressure Relief Port: Provide heated relief port in freezers, nonheated relief port available upon request for refrigerators; located in exposed wall
- 6) Lights:
  - (a) Fluorescent: 4' vapor proof; optional per customer specification.
  - (b) Incandescent: Single bulb, vapor proof; installed on door panel.
  - (c) LED: Single bulb or 4' vapor proof; optional per customer specification.
- 7) Sprinkler Heads: When required, cut holes for sprinkler heads: provide stainless steel trim cap and seal holes.
- 8) Installation: Dealer to install walk-in units.
  - (a) Drawings and Instructions: Manufacturer shall supply a set of installation instructions and lay-out drawing. All panels shall have panel identification corresponding with the lay-out drawing to facilitate rapid and accurate field erection.
- B) Refrigeration System: Complete operating system consisting of a condensing unit and an evaporator coil.
  - 1) Condensing Unit: See item specification for condensing unit requirement for this project.
    - (a) General: Condenser fan motors of under 1 h.p. must use electronically commutated (EC) motors or permanent split capacitator-type (PSP) motors: splash lubrication system using Mobil EAL Arctic 22 polyester synthetic refrigeration oil: oil sight glass: removable oil drain plug: label indicating oil used: high/low pressure control: suction line filter: suction and discharge service valves and copper/brass vibration isolators: receiver with fusible plug or relief valve: liquid line shut-off valve: sight glass: molecular sieve filter dryer: main power supply fused disconnect switch
    - (b) Air-Cooled: Air-cooled condenser with ball-bearing permanently lubricated fan motor.
    - (c) Outdoor: Weather proof housing; crank case heater and low ambient temperature controls required to insure proper and efficient operation; fan cycling controls where ambient temperatures do not fall below -15°; head master valve and oversized, heated, insulated receiver and lines where ambient temperatures fall below -15°F.
  - 2) Evaporator Coil: Forced convection style; match to condensing unit and suspend with air discharged parallel to the ceiling; lifetime sealed motors with inherent motor protection; evaporator fan motors of under 1 hp and less than 460 volts must use electronically

commutated (EC) motors; enclose coil section and fans within aluminum housing

- (a) Refrigerator: Air defrost
- (b) Freezer and Low Temperature Refrigerator: Electric heater and controls for positive automatic defrost
- (c) Installation: Hang using plastic or nylon fasteners; spread coil weight evenly over ceiling panels; support long span ceiling panels as required.
- Cooler and freezer will be <u>equal to US Cooler or Imperial Brown</u>.
   Each will have an insulated floor from the cooler shell manufacturer.
   No interior or exterior ramp. See floor plan for sizes.
- 4) Evaporator at cooler will be equal to Turbo Air model ADR112AE.
- 5) Evaporator at freezer will be equal to Turbo Air model LED068B.
- 6) Outdoor condensing unit at cooler will be equal to Turbo Air model TS008MR404A2-T
- 7) Outdoor condensing unit at cooler will be equal to Turbo Air model TS015XR404A2.
- C) A steel rack will be constructed and placed under exterior condensers.
  - 1) Bottom of condensers at the top of the rack will be approximately 30 inches above grade.
  - 2) Rack will be constructed of heavy steel suitable for many years of use and exposure to the weather.
  - 3) Connections of the rack will be welded or bolted.
  - 4) Rack legs will be bolted to or embedded in concrete piers at least 12 inches diameter and extending 12 inches below grade. Top of concrete neatly formed where exposed and extended above grade at least 3 inches. Slope top away from legs to avoid ponding against legs. Call 811 for utility location before excavating more than 12 inches deep.
  - 5) If rack is not a consistent color then prime and paint with a quality exterior paint in a brown color to match the doors and windows.
  - 6) Consult architect with proposed rack materials and construction before ordering materials to verify that all in are in agreement about the rack construction.
- D) Provide shelving shown on the construction plans.
  - 1) Shelves will be factory fabricated of heavy wire (not solid shelving) and factory chrome plated.
  - 2) Each shelving unit will have four shelving tiers of adjustable height.
  - 3) Casters are not required.
  - 4) Shelving will be equal to Nexline from Uline or Global.
- E) THE COOLER AND FREEZER INSTALLATION BY THE CONTRACTOR WILL BE A COMPLETE INSTALLATION SO THAT THE COOLER AND FREEZER ARE FULLY OPERATIONAL.

- Provide all labor, materials, piping, and power connections necessary whether or not those are specifically identified in the plans and these specifications.
- 2) Install in strict compliance with manufacturer recommendations.
- 3) By submitting a bid on this project the awarded contractor agrees to provide a 1 year labor warranty effective the date of substantial completion of the project, not the date of the installation.

#### DISHWASHER SPECIFICATIONS

- A) Owner will provide a new pass-through dishwasher of a compatible model to the existing.
  - 1) Owner will arrange for the new dishwasher to be delivered and stored on site.
- B) This contract (not the contract with the dishwasher supplier) will include the labor and minor materials required for replacing the dishwasher in the same location as the existing.
  - 1) Contractor will dispose of the old dishwasher.
  - 2) Side tables each side of the existing dishwasher will be re-connected to the new dishwasher by the contractor.
    - a. For contractor bidding purposes it will be assumed that the old side tables can be re-used with the new dishwasher with little or no altering the fabrication of either.
  - 3) Contractor will provide replacement fittings and piping above the floor if found to be needed.
    - a. No floor tile or floor slab removal or patching is required related to the dishwasher work.
  - 4) Contractor will sub-contract with a licensed electrician to disconnect power from the old dishwasher and connect to the new dishwasher.
- C) THE DISHWASHER INSTALLATION BY THE CONTRACTOR WILL BE A COMPLETE INSTALLATION SO THAT THE NEW DISHWASHER IS FULLY OPERATIONAL.
  - 1) Except for the new manufactured dishwasher unit that will be provided by the owner, contractor will provide all labor, materials, piping, and power connections necessary whether or not those are specifically identified in the plans and these specifications.
  - 2) Install in strict compliance with manufacturer recommendations.
  - By submitting a bid on this project the awarded contractor agrees to provide a 1 year labor warranty on the dishwasher installation effective the date of substantial completion of the project, not the date of the installation.

BID FORM

# RATON SENIOR CITIZENS CENTER COOLERS AND DISH WASHER REPLACEMENT RATON, NEW MEXICO

TO:	Raton City Manager
	224 Savage Ave.
	Raton, NM 87740

FROM:

business name and mailing address of bidder

The undersigned, (herein called "Bidder") in compliance with the Instructions to Bidders, having examined the Drawings and Specifications and related Documents as prepared by Alpha Design and having examined the sites of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents of which this proposal is a part, except for gross receipts tax on the construction contract.

#### A. BID AMOUNT

Bidder agrees to furnish all labor, materials, equipment and services required to construct and complete the Work as described and required by the herein above stated Documents, in accordance therewith for the sum of:

DOLLARS

spelled

\$

:

same amount in numbers

The bid amount indicated does NOT includes NM gross receipts tax to be added to the contract.

#### B. ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following Addenda if any

ADDENDA NUMBER	ADDENDA DATE

bid form page 1

#### C. SIGNATURE

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any formalities in the bidding.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Contract within ten (10) days and deliver the required Surety Bond or Bonds and Certificates of Insurance as required by the Contract Documents and post bid Submittals as required by the Instructions to Bidders.

The Bid Security attached, in the sum of at least five per cent of the bid amount, is to become the property of the Owner in the event the Contract, Bonds, and Insurance are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner.

DATE:

BY:\_\_\_\_\_ (Signature)

(Title)

(Business Address)

(Business Phone)

#### D. PROPOSED SUBCONTRACTOR LIST

New Mexico law requires that a list of all Subcontractors and Suppliers whose subcontract will be for a dollar amount total of \$5000 or more be supplied with the bid. It further requires that if costs or quotes are received for any portions(s) of the work for \$5000 or more per Subcontractor or Supplier, then the bid must include the name of the Subcontractor or Supplier to be used for those portion(s) of the work unless the work will be performed by the General Contractor. Include name, address, and phone number of Subcontracting companies to be used on this project.

If awarded the Contract the bidder proposes to use the following Subcontractor(s) and Supplier(s) when the total payment to each listed Subcontractor or Supplier is expected to exceed \$ 5,000. Write "none" if no subcontractors will perform any work.

Subcontractor, phone number, and license number

Description of Subcontracted Work

bid form page 2

#### E. BID SUBMITTAL CHECK LIST

Submitted to the owner with the Bidder's sealed bid are:

- 1) This 3 page bid form.
- 2) Campaign Contribution Disclosure Form (2 page form found in this project manual)
- 3) Bid Bond if bid is \$25,000 or more

4) Copy of Bidder's New Mexico current active contractor's license

 5) Copy of Resident Contractor, Resident Veteran Contractor, Native American Resident Contractor, or Native American Resident Veteran Contractor Preference Certificates (if any are applicable) issued to contractor by NM Taxation and Revenue Dept.

# 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), <u>as amended by Laws of 2007, Chapter 234</u>, 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 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 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 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, daughterin-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 commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

#### Name(s) of Applicable Public Officials(s) if any:

Mayor – James Neil Segotta Mayor Pro Tem – Linde Schuster Commissioner – Ronald Chavez Commissioner – Donald Giacomo Commissioner – Lori Chatterley Municipal Judge – Roy Manfredi

# DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

 Amount(s) of Contribution(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)



# **TYPE "C" – RESIDENTIAL**

# Effective January 1, 2022

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos workers/Heat & Frost Insulators	31.51	12.06	0.60
Asbestos workers/Heat & Frost Insulators: Los Alamos County	36.94	12.06	0.60
Boilermaker/blacksmith Boilermaker/blacksmith: San Juan	34.88	32.28	0.60
County	35.83	31.88	0.60
Bricklayer/Block layer/Stonemason	24.46	8.81	0.60
Carpenter/Lather	26.48	12.14	0.60
Carpenter: Los Alamos County	29.24	13.94	0.60
Cement Mason	17.96	9.73	0.60
Electricians-Outside Classifications: Zone 1			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/Tech	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Zone 2			
Ground man	24.57	11.74	0.60
Equipment Operator	35.25	16.06	0.60
Lineman/ Technician	44.32	18.08	0.60
Cable Splicer	48.75	19.19	0.60
Electricians-Outside Classifications: Los Alamos			
Ground man	25.72	11.67	0.60
Equipment Operator	36.27	16.09	0.60

Lineman/ technician	45.47	18.36	0.60
Cable Splicer	49.59	19.40	
Electricians-Inside Classifications: Zone 1			0.60
Wireman/low voltage technician	35.20	12.21	0.60
Cable Splicer	38.72	12.31	0.60
Electricians-Inside Classifications: Zone 2			
Wireman/low voltage technician	38.37	12.30	0.60
Cable Splicer	41.89	12.41	0.60
Electricians-Inside Classifications: Zone 3			
Wireman/low voltage technician	40.48	12.36	0.60
Cable Splicer	44.00	12.47	0.60
Electricians-Inside Classifications: Zone 4			
Wireman/low voltage technician	44.35	12.48	0.60
Cable Splicer	47.87	12.58	0.60
Electricians – Inside Classifications: Dona Ana, Hidalgo, Luna, and Otero county			
Wireman/low voltage technician	31.42	8.87	0.60
Cable Splicer	30.77	8.64	0.60
Electricians-Inside Classifications: Los Alamos			
Wireman/low voltage technician	40.48	14.38	0.60
Cable Splicer	44.00	14.67	0.60
Elevator Constructor	46.54	37.49	0.60
Elevator Constructor Helper	37.48	37.49	0.60
Glazier			
Glazier /Fabricator	21.00	6.45	0.60
Delivery Driver	11.50	6.45	0.60
Ironworker	27.70	17.89	0.60
Painter -Residential	12.75	8.20	0.60
Drywall Finisher/Taper - Light Commercial & Residential			

22.84	8.00	0.60
21.84	8.00	0.60
13.75	8.20	0.60
20.60	8.52	0.60
26.30	7.30	0.60
26.34	9.16	0.60
34.54	17.92	0.60
35.54	17.92	0.60
36.54	17.92	0.60
20.75	8.45	0.60
32.67	23.46	0.60
24.46	8.81	0.60
16.53	8.81	0.60
11.75	7.52	0.60
12.75	7.52	0.60
13.75	7.52	0.60
17.93	8.20	0.60
19.67	8.20	0.60
23.88	8.20	0.60
25.98	8.20	0.60
20.75	6.27	0.60
	21.84 13.75 20.60 26.30 26.34 34.54 35.54 36.54 20.75 32.67 24.46 16.53 11.75 12.75 13.75 13.75 17.93 19.67 23.88 25.98	21.84       8.00         13.75       8.20         20.60       8.52         26.30       7.30         26.34       9.16         34.54       17.92         35.54       17.92         36.54       17.92         20.75       8.45         32.67       23.46         24.46       8.81         16.53       8.81         16.53       8.81         11.75       7.52         12.75       7.52         13.75       7.52         13.75       7.52         17.93       8.20         23.88       8.20         25.98       8.20

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

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at <u>www.dws.state.nm.us</u>.



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

# 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: <u>http://www.dws.state.nm.us/pwaa</u> (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: <u>http://www.dws.state.nm.us/pwaa</u> 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.



# 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: <u>http://www.dws.state.nm.us/pwaa</u> 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: <u>https://www.dws.state.nm.us/Labor-Relations/Labor-</u> Information/Public-Works.

# **CONTACT INFORMATION**

Contact the Labor Relations Division for any questions relating to Public Works projects by email at <u>public.works@state.nm.us</u> or call (505) 841-4400.



LABOR RELATIONS DIVISION

401 Broadway NE Albuquerque, NM 87102 Phone: 505-841-4400 Fax: 505-841-4424 226 South Alameda Blvd Las Cruces, NM 88005 Phone: 575-524-6195 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: Raton Senior Center Coolers and Dishwasher Replacement Requested Date: 12/17/2022 Approved Date: 12/19/2022 Approved Wage Decision Number: CO-22-3073-C

## Wage Decision Expiration Date for Bids: 04/18/2023

2) Physical Location of Jobsite for Project: Job Site Address: 440 South First Street Job Site City: Raton Job Site County: Colfax

3) Contracting Agency Name (Department or Bureau): City of Raton Contracting Agency Contact's Name: Michael Anne Antonucci Contracting Agency Contact's Phone: (575) 445-9551 Ext.

4) Estimated Contract Award Date: 01/24/2023

5) Estimated total project cost: \$140,000.00

a. Are any federal funds involved?: No

b. Does this project involve a building?: Yes - Install new walk-in cooler and walk-in freezer at interior of existing Senior Citizens Center. Replace existing commercial grade dishwasher.

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?: Refrigeration and dishwashing for existing commercial kitchen.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Residential (C)	New walk-in cooler and walk-in freezer at interior of existing Senior
<b>Cost:</b> \$140,000.00	Center. Replace commercial grade dishwasher.







