

**CITY OF ALBUQUERQUE**

REQUEST FOR BID

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

REQUEST NUMBER: RFB2008-035-WR  
TITLE: PLUMBING & HYDROJET SERVICE  
OPENING DATE: **SEPTEMBER 12, 2007 (1:30 PM)**

FOR ADDITIONAL INFORMATION CONTACT:

SUZANNE BOEHLAND, PURCHASING PROGRAM SPECIALIST (505) 768-3397  
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, BASEMENT LEVEL, 1 CIVIC PLAZA, ALBUQUERQUE, NM.**

OFFERS WILL BE RECEIVED UNTIL **1:30 PM SEPTEMBER 12, 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  
7<sup>TH</sup> FLOOR CONFERENCE ROOM  
ONE CIVIC PLAZA  
ALBUQUERQUE, NEW MEXICO

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GENERAL INFORMATION & REQUIREMENTS  
RFB2008-035-WR

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).

\_\_\_\_\_ 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.

\_\_\_\_\_ OFFEROR COMMENTS FORM  
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.

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

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OFFEROR COMPLIANCE FORM  
RFB2008-035-WR

REQUEST NUMBER: RFB2008-035-WR  
OPENING DATE: **SEPTEMBER 12, 2007**

FOR FURTHER INFORMATION CALL  
SUZANNE BOEHLAND  
AT (505) 768-3397

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

FOB POINT:  
VARIOUS REPRESENTATIVES  
VARIOUS LOCATIONS WITHIN THE  
GREATER ALBUQUERQUE METRO AREA  
ALBUQUERQUE, NM

REQUISITION NUMBER: VARIOUS

BID BOND AMOUNT: \$0.00  
BID BOND PERCENT: 0%

PERFORM BOND AMOUNT: \$0.00  
PERFORM BOND PERCENT: 0%

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? \_\_\_\_\_

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: \_\_\_\_\_ MFG?: \_\_\_\_\_ BUSINESS? \_\_\_\_\_

COMPLIANCE AGREEMENT

I, UNDERSTAND, 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: \_\_\_\_\_  
(PRINT OR TYPE)

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

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

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

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

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

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

EMAIL: \_\_\_\_\_

DIRECT DEPOSIT PAYMENTS TRANSFERS ARE STRONGLY ENCOURAGED. TO ACCESS FORMS VISIT  
[HTTP://WWW.CABQ.GOV/ONLINESVCS/VENDOR/VENDORACH.HTML](http://www.cabq.gov/onlinesvcs/vendor/vendorach.html).

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

<u>ITEM NO.</u>	<u>QUANTITY/UNIT</u> <i>(estimated)</i>	<u>ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Group 1 – Labor Rates for Plumbing Services for Various Departments (except Albuquerque Housing Services)				
1	1,000 HR	Hourly rate for one plumber/pipefitter for hours worked, 7:00 a.m. – 5:00 p.m. Monday – Friday.	\$ _____	\$ _____
2	500 HR	Hourly rate for one semi-skilled laborer for hours works, 7:00 a.m. – 5:00 p.m. Monday – Friday.	\$ _____	\$ _____
3	200 HR	Hourly rate for one plumber/pipefitter for hours worked, 5:00 p.m. – 7:00 a.m., Monday – Friday.	\$ _____	\$ _____
4	100 HR	Hourly rate for one semi-skilled laborer for hours worked, 5:00 p.m. – 7:00 a.m., Monday – Friday.	\$ _____	\$ _____
5	200 HR	Hourly rate for one plumber/pipefitter for hours worked, 7:00 a.m. – 5:00 p.m., weekends and holidays.	\$ _____	\$ _____
6	100 HR	Hourly rate for one semi-skilled laborer for hours works, 7:00 a.m. – 5:00 p.m., weekends and holidays.	\$ _____	\$ _____
7	50 HR	Hourly rate for one plumber/pipefitter for hours worked, 5:00 p.m. – 7:00 a.m., weekends and holidays.	\$ _____	\$ _____
8	100 HR	Hourly rate for one semi-skilled laborer for hours works, 5:00 p.m. – 7:00 a.m., weekends and holidays.	\$ _____	\$ _____
			Group 1 Total Price	\$ _____
Group 2 – Hydrojet Service for Various Departments (except Albuquerque Housing Services)				
9	100 HR	Hourly rate for hydrojet service, including operator(s)	\$ _____	\$ _____
			Group 2 Total Price	\$ _____

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

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

<u>ITEM NO.</u>	<u>QUANTITY/UNIT</u> <i>(estimated)</i>	<u>ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Group 3 – Labor Rates for Plumbing Services for Albuquerque Housing Services Residential				
10	700 HR	Hourly rate for one plumber/pipefitter for hours worked, 7:00 a.m. – 5:00 p.m. Monday – Friday.	\$ _____	\$ _____
11	300 HR	Hourly rate for one semi-skilled laborer for hours works, 7:00 a.m. – 5:00 p.m. Monday – Friday.	\$ _____	\$ _____
12	300 HR	Hourly rate for one plumber/pipefitter for hours worked, 5:00 p.m. – 7:00 a.m., Monday – Friday.	\$ _____	\$ _____
13	100 HR	Hourly rate for one semi-skilled laborer for hours worked, 5:00 p.m. – 7:00 a.m., Monday – Friday.	\$ _____	\$ _____
14	200 HR	Hourly rate for one plumber/pipefitter for hours worked, 7:00 a.m. – 5:00 p.m., weekends and holidays.	\$ _____	\$ _____
15	100 HR	Hourly rate for one semi-skilled laborer for hours works, 7:00 a.m. – 5:00 p.m., weekends and holidays.	\$ _____	\$ _____
16	50 HR	Hourly rate for one plumber/pipefitter for hours worked, 5:00 p.m. – 7:00 a.m., weekends and holidays.	\$ _____	\$ _____
17	50 HR	Hourly rate for one semi-skilled laborer for hours works, 5:00 p.m. – 7:00 a.m., weekends and holidays.	\$ _____	\$ _____
			Group 3 Total Price	\$ _____
Group 4 – Hydrojet Service for Albuquerque Housing Services Residential				
18	100 HR	Hourly rate for hydrojet service, including operator(s)	\$ _____	\$ _____
			Group 4 Total Price	\$ _____

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

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

<u>ITEM NO.</u>	<u>QUANTITY/UNIT</u> <i>(estimated)</i>	<u>ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Group 5 – Labor Rates for Albuquerque Housing Services Commercial				
19	700 HR	Hourly rate for one plumber/pipefitter for hours worked, 7:00 a.m. – 5:00 p.m. Monday – Friday.	\$ _____	\$ _____
20	300 HR	Hourly rate for one semi-skilled laborer for hours works, 7:00 a.m. – 5:00 p.m. Monday – Friday.	\$ _____	\$ _____
21	300 HR	Hourly rate for one plumber/pipefitter for hours worked, 5:00 p.m. – 7:00 a.m., Monday – Friday.	\$ _____	\$ _____
22	100 HR	Hourly rate for one semi-skilled laborer for hours worked, 5:00 p.m. – 7:00 a.m., Monday – Friday.	\$ _____	\$ _____
23	200 HR	Hourly rate for one plumber/pipefitter for hours worked, 7:00 a.m. – 5:00 p.m., weekends and holidays.	\$ _____	\$ _____
24	100 HR	Hourly rate for one semi-skilled laborer for hours works, 7:00 a.m. – 5:00 p.m., weekends and holidays.	\$ _____	\$ _____
25	50 HR	Hourly rate for one plumber/pipefitter for hours worked, 5:00 p.m. – 7:00 a.m., weekends and holidays.	\$ _____	\$ _____
26	50 HR	Hourly rate for one semi-skilled laborer for hours works, 5:00 p.m. – 7:00 a.m., weekends and holidays.	\$ _____	\$ _____
Group 5 Total Price				\$ _____
Group 6 – Hydrojet Service for Albuquerque Housing Services Commercial				
27	100 HR	Hourly rate for hydrojet service, including operator(s)	\$ _____	\$ _____
Group 6 Total Price				\$ _____

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

1. General

- 1.1. This service contract will not supersede any plumbing and hydrojet service contracts presently in force at various City departments.
- 1.2. The scope of service includes:
  - 1.2.1. Repair of gas, water and air piping
  - 1.2.2. Plumbing fixture repairs or replacements
  - 1.2.3. Unclogging and repairing drainage piping for various City buildings.
- 1.3. Additional services for other City departments may include hook-up and related repair of non-building equipment such as stoves, freezers, refrigerators, ice machines, outside irrigation systems, etc.
- 1.4. Departments which may use the contract without restrictions or additional authorization are Department of Municipal Development Facilities & Energy Division, Albuquerque Housing Services, Aviation, Parks & Recreation (except for Pino Yards facilities), and the BioPark.
- 1.5. The City, may request a cost proposal be provided before commencement of any project with no compensation to the Contractor providing the proposal.
- 1.6. The service will be to render labor and materials necessary to expedite sewer, gas and plumbing work orders. Service requested shall include, repair or replacement (if required) of plumbing fixtures and related items.
- 1.7. The Contractor shall use trained employees directly employed and supervised by that Contractor. The employees must be qualified to repair and install sewer, gas and plumbing piping and fixtures. The employees must be licensed by the State of New Mexico Construction Industries Division. The Contractor must submit prior to award, resumes of employees who will be performing contract work along with applicable licenses for each.
- 1.8. The Contractor must use standard cable machines with enclosed drum to prevent water leakage on floors.
- 1.9. The Contractor awarded hydrojet service will utilize a hydro jet machine with a 35 gallon capacity at 2,100 psi and water tank capacity of 600 gallons equipped with hydraulic root center.
- 1.10. Any service calls which are anticipated to cost above \$500.00 must be approved by a representative of an authorized department or division stated in Section 1.4. prior to commencement of work.
- 1.11. Any questions or conflicts in regards to the use of this contract by other approved departments or divisions should be directed to representative personnel of the approved departments or divisions stated in Section 1.4.
- 1.12. The contract may be awarded on a primary/secondary basis with the following exceptions.
  - 1.12.1. Services estimated at under \$10,000.00 shall be assigned to Primary Contractor.
  - 1.12.2. Services estimated at over \$10,000.00 shall be performed and assigned to the lowest estimated quote from contract vendors at the time the project service is required.
- 1.13. Any work order estimated to exceed \$25,000.00 will be subject to the "Little Miller Act", (Ref: State of New Mexico, NMSA 1978, Section 13-4-18 through 13-4-20). A performance bond and labor and materials bond must be submitted to the Purchasing Office prior to commencement of any work.

2. Compliance with Laws

- 2.1. In providing the Scope of Service outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, local, and state governments.
- 2.2. It shall be the responsibility of the Contractor to obtain any and all licenses and/or permits required for the Scope of Service outlined herein.

3. Time of Performance

- 3.1. The general services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. However, from time to time the City may request services on weekends, holidays or after 5:00 p.m.
- 3.2. The Contractor shall respond to a request for service originating from an authorized representative of the City within one (1) hour from the time the request is made if an emergency situation exists or within the time specified by the requestor for routine jobs. In the event that the Contractor is unable to respond within the required time, the City shall have the right to obtain the required service from another source. At the time of contract award, the City shall identify to the

Contractor those individuals authorized to request services under the contract. Due to the response time and frequent use of this contract, the business must be located in the Albuquerque Metropolitan area.

4. Compensation and Method of Payment

- 4.1. The use of one Plumber/Pipe Fitter to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the approved department or division must be contacted for approval prior to start of job. Contractor must provide all hourly rates requested on the Pricing Detail Form of this RFB.
- 4.2. For performing the services specified in this solicitation, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, the City agrees to pay the Contractor the applicable hourly rate. For services performed after 5:00 p.m., Monday through Friday and all day Saturday and Sunday to include holidays, which shall include any applicable gross receipt taxes. The materials purchased by the Contractor for project assignments, shall be invoiced to the City by the Contractor at cost plus no more than fifteen percent (15%) mark-up.
- 4.3. Compensation, on materials and labor, including any other expenditures and expenses by the Contractor in performing such services, shall be considered full and complete under the contract.

5. Independent Contractor

- 5.1. The Contractor is not considered as an employee of the City for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 2. The Contractor further agrees that it is not entitled to any benefits from the City under provisions of the Workers' Compensation Act of the State of New Mexico or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. Subcontractors

- 6.1. The Contractor may subcontract minor portions to qualified and licensed subcontractors. The City must be notified of and must approve the proposed subcontractor before the Contractor may enter into such an agreement. The Contractor may submit invoices for payment of approved subcontractor at cost plus no more than ten percent (10%) mark-up. The City must be notified of and must approve the proposed licensed subcontractor before the Contractor may enter into such an agreement. The Contractor shall be fully responsible for work and payment of the subcontractor to the full extent of the requirements of the contract.

7. Wage Decision Rate

- 7.1. 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 and/or the U.S. Department of Labor. This determination will be become part of the contract by reference and must be posted, per State of New Mexico and/or U.S. Department of Labor 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 and/or U.S. Department of Labor 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.
- 7.2. New Mexico Wage Decision Rate. Wages to be paid for bid items in Group 1 and Group 2 are subject to a minimum wage rate determination by the State of New Mexico, Attachment A.
- 7.3. Federal Wage Decision Rate Residential. Wages to be paid for bid items in Group 3 and Group 4 are subject to a minimum wage rate determination by the U.S. Department of Labor, Attachment B.
- 7.4. Federal Wage Decision Rate Commercial. Wages to be paid for bid items in Group 5 and Group 6 are subject to a minimum wage rate determination by the U.S. Department of Labor, Attachment C.
- 7.5.

8. Assignability

- 8.1. The Contractor shall not assign any interest in this contract and shall not transfer any interest in this contract (whether by assignment or notation) without prior written consent of the City hereto.

9. Termination for Cause

- 9.1. If, through any cause the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the terms of this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.
- 9.2. In such event, the Contractor shall be entitled to receive just and equitable compensation of any work satisfactorily completed under the contract.

- 9.3. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
10. Termination for Convenience
  - 10.1. The City may terminate this contract at any time by giving at least fifteen (15) days written notice to the Contractor. If the contract is terminated for the convenience of the City, the Contractor will be paid at the established rate for any work satisfactorily completed under the contract.
11. Award
  - 11.1. The City will reserve the right to make multiple awards. In the event that multiple awards are made, the lowest responsive responsible bidder will be awarded a primary contract. "Secondary" contracts will be awarded based on the order of low responsive bids. Multiple awards are made in order to insure timeliness of response to the City's needs. Secondary contractors will be used only when the primary contractor cannot respond in a timely bases. (Noted exception: reference Section 1.12.).
12. Residential Preference
  - 12.1. Residential preference will be applied only toward Group 1 and Group 2. Groups 3 – 6 are funded with federal monies and residential preference cannot be considered in the award of these groups.
13. The City reserves the right to utilize its own employees for similar services instead of using awarded contractors.

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SUPPLEMENTAL TERMS & CONDITIONS  
RFB2008-035-WR

1. Supplemental Terms & 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.
2. Award of Contract – Lowest Responsible Offer – Open Ended: 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.
3. Award of Contract – Multiple Awards: The City reserves the right to make multiple awards as a result of this request if doing so may be advantageous to the City.
4. 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. 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.
5. 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.
6. 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.
7. 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 & Health Act which are in effect at the time of delivery.
8. Extension of Contract Period: Any contract resulting from this request may be extended for two (2) additional twelve (12) month periods or any part of a twelve month period by mutual agreement between the contractor(s) and the City.
9. 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 user.
10. Laws & Regulations: The Offeror shall give all notices and comply with all laws, ordinances, rules and regulations that apply to this work. The Offeror shall obtain and pay for all permits and licenses necessary to execute and complete the work. All required licenses must be in force at the time of submission of an offer and remain in force during the entire period of any contract resulting from this request. Failure to provide proof of required licenses in force will result in the offer being judged non-responsive.
11. Local Area Maintenance: No offer will be considered unless adequate maintenance is available in the Albuquerque Metro Area. Offerors shall indicate the nearest supplier of parts and service. Failure to comply may result in rejection of the offer. The City reserves the right to conduct on-site inspections or request inventory parts lists to determine the adequacy of local area maintenance. The City will be the sole judge of the adequacy of the Offeror to provide local area maintenance.

12. Price Escalation: This offer may be considered for price escalation under the following conditions:
  - a. Offered prices must be firm for at 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 Officer, 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 (2) 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 Officer.
  - i. If the Offerors received any price de-escalation 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-escalation, and passing those price changes on to the City immediately.
13. Risks: All risks of deterioration, destruction, and loss of materials and equipment stored at the site of the work shall be borne by the Offeror.
14. 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.

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 Insurances shall provide that thirty (30) days written notice by given to the Risk Manager, Department of Finance & Administration 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 an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

Commercial General Liability Insurance – A Commercial General Liability Insurance Policy with combined limits of liability for bodily injury or property damage as follows:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Policy Aggregate
\$ 1,000,000	Products Liability/Completed Operations
\$ 1,000,000	Personal and Advertising Liability
\$ 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.

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 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.

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.

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 Contractors' compensation will be made.

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 Terms and Conditions or the Specifications of this bid, the order of applications shall be the Specifications, Supplemental Terms and 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 is 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 goods or 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 Offeror Comments 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 non-confidential 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) calendar 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 basement level of the Albuquerque/Bernalillo County Government Center, One 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 by 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 another written contractual commitment of acceptance by the City Purchasing officer is provided to the Offeror. A Recommendation of Award or Letter of Intent 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) 768-3320.

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.

- I. ***Additions/Deletions of Items:*** The City reserves the right to add ancillary items/services or delete items/services specified in the subsequent contract as requirements change during the term of the agreement. Items may only be added or deleted by written approval from the Purchasing Officer or designee.

Prices and/or discounts for additional items/services will be mutually agreed to by the City of Albuquerque and the contractor either;

- 1) Under the price structure of the bid to include price margin above contractor cost, or;
- 2) By quotation from contractor in which the City reserves the right to solicit comparable quotes within the market to validate pricing to be competitive, or;
- 3) As otherwise determined by the Purchasing Officer.

An amended contract (Purchase Order) will be issued for each addition or deletion, prior to change taking effect.

The City reserves the right to award these ancillary items to the primary contract vendor, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

- J. ***Other Public Governmental Agencies:*** (hereinafter, OPGA), with mutual agreement of awarded vendor, may purchase from any Request for Bid (RFB) issued by the City unless otherwise stated.

- 1) Extension of use of the City of Albuquerque procurement or contract shall in no way impede on the vendors ability to fulfill the pricing, terms and conditions of the originating agreement with the City.
- 2) It shall be the responsibility of the vendor to verify whether the purchasing entity is a legitimate entity in which to extend this option or whether it is a legal option for that entity under their applicable laws, rules and regulations.

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 other 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.

Revised: 07/01/2007

**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.

9/24/02

**LOCAL PREFERENCE CERTIFICATION FORM**

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

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

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

**Business Type: SELECT ONE**

- Corporation – Indicate state of corporation → \_\_\_\_\_
- 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 → \_\_\_\_\_

**CERTIFICATIONS**

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 or Authorized Individual:** \_\_\_\_\_ ←

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

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

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

**YOU MUST RETURN THIS FORM WITH YOUR OFFER**



**Attachment A**

RFB2008-035-WR

Plumbing & Hyrdojet Service

New Mexico Wage Rate Decision

BE-07-0964 B

For Group 1 and Group 2

New Mexico Department of Workforce Solutions  
Public Works Bureau  
501 Mountain Road NE, Albuquerque, NM 87102

fax (505) 222-4780 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)  
Mary Sanchez (505) 222-4784 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us) Nicolina Rushalko @ (505) 222-4785 OR [nicolinat.rushalko@state.nm.us](mailto:nicolinat.rushalko@state.nm.us)

**Wage Decision # BE-07-0964 B**  
**NOTIFICATION OF AWARD (NOA)**

**Description and Location of Work: Plumbing Services**

Plumbing services - Contract for plumbing and hydrojet services for various City departments.  
City of Albuquerque Bernalillo county various locations

**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 the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2<sup>nd</sup> tier subcontractors) and fax or mail it 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: \_\_\_\_\_

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

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

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

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

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

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) MUST also mail/fax their Statement of Intent to Pay Prevailing Wages 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 Contracting Agency (or agent)** \_\_\_\_\_

**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-07-0964 B

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

---

# AFFIDAVIT OF WAGES PAID

To Be Filled After Construction Is Complete

Please type or print in ink. Incomplete forms will be returned.

Mail or fax to:

the contracting agency or its agent (architect or engineer)

## 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:**

Date you completed work on

Company Name:

This project

Address:

DATE:

City: State: Zip:

Phone: Fax:

PRINT NAME: SIGNATURE:

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

Date you completed work on

Company Name:

This project

Address:

DATE:

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 were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Public Works Bureau 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 any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

**NOTE: After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at [www.dws.state.nm.us](http://www.dws.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 7/12/07

## 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-07-0123 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 & HIGHER: Attach a copy of this completed form & list the 3<sup>rd</sup> tier contractor info under the 2<sup>nd</sup> tier contractor 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.dws.state.nm.us](http://www.dws.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 contracting agency or its agent (architect or engineer).**

**NOTE: If form is faxed, originals are not required to be sent.**

# STATEMENT OF INTENT TO PAY PREVAILING WAGES

To Be Filled **Before** Construction Starts

Please type or print in ink. Incomplete forms will be returned.

Mail or fax to:

the contracting agency or its agent (architect or engineer)

## 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:

**SUBCONTRACTOR:** Subcontract amount: Start Date of Work on This Proj

Company Name:

Address:

City: State: Zip:

Phone: Fax:

PRINT NAME: SIGNATURE:

**2ND. TIER SUB** 2<sup>nd</sup> Tier Contract amount Start Date of Work on This Proc

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 were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Public Works Bureau 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 any back wages due to workers. (Ref. LID Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

**NOTE:** After 7/01/04, ALL tiers of contractors with contracts over \$50,000, MUST be registered with the Department of Workforce Solutions, Public Works Bureau. The registration form is available on our web page at [www.dws.state.nm.us](http://www.dws.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 7/12/07

*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-07-0123 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 & HIGHER: Attach a copy of this completed form & list the 3<sup>rd</sup> tier contractor info under the 2<sup>nd</sup> tier contractor 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.dws.state.nm.us](http://www.dws.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 the contracting agency or its agent (architect or engineer).**

***NOTE: If form is faxed, the originals are not required to be sent.***

## **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.

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - 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)  
 Mary Sanchez @ (505) 222-4784 OR [mary.sanchez@state.nm.us](mailto:mary.sanchez@state.nm.us) Nicolina Rushalko @ (505) 222-4785 OR [nicolinat.rushalko@state.nm.us](mailto:nicolinat.rushalko@state.nm.us)

Contracting Agency/Owner	County	Decision Date	Decision No.
City of Albuquerque Purchasing	Bernalillo	08/07/07	BE-07-0964 B
Div. for Various Departments		Expires for Bids	
Type of Construction: B		12/31/07	
<b>Description of Work: Plumbing Services</b>			
Plumbing services - Contract for plumbing and hydrojet services for various City departments.			
<b>REMINDER to those preparing BID documents:</b> If bids are not opened by the above "Expires for Bids" date, a <b>NEW</b> 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 Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) 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 informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this 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 "B" - GENERAL BUILDING

*Effective May 11, 2007*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	24.92	8.43	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	20.36	5.65	\$0.64	
Carpenter/Lather	20.86	6.25	\$0.35	
Cement Mason	17.72	6.75	\$0.20	
<b>Electricians</b>				
<b>Outside Classifications</b>				
Groundman	21.14	8.29	\$0.25	
Equipment Operator	23.96	8.29	\$0.25	
Lineman/Tech	24.55	8.29	\$0.25	
Cable Splicer	25.73	8.29	\$0.25	
<b>Inside Classifications</b>				
Wireman/Technician	25.75	8.57	\$0.25	Refer to Note 1
Cable Splicer	27.48	8.57	\$0.25	
<b>Sound Classifications</b>				
Installer	24.11	8.57	\$0.25	
Technician	25.66	8.57	\$0.25	
Soundman	27.73	8.57	\$0.25	
Elevator Constructor	28.30	12.96	\$0.55	
Elevator Constructor Helper	16.03	0.36	\$0.09	
Glazier	20.15	4.28	\$0.35	
Ironworker	20.65	8.70	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.10	1.79	\$0.35	
Paper Hanger	20.32	1.15	\$0.00	
Drywall Finisher/Taper	19.64	4.03	\$0.35	
Plasterer	17.65	5.11	\$0.26	
Plumber/Pipefitter	25.64	8.97	\$0.31	Refer to Note 3
Roofer	13.24	0.50	\$0.00	
Sheetmetal Worker	24.13	11.49	\$0.54	Refer to Note 4
Soft Floor Layer	18.43	4.68	\$0.30	
Sprinkler Fitter	24.25	12.35	\$0.15	
Tile Setter	14.30	1.02	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	
<b>Laborers</b>				
Group I	12.90	4.10	\$0.25	
Group II	13.47	4.10	\$0.25	
Group III	13.77	4.10	\$0.25	
Group IV	13.87	4.10	\$0.25	
Group V	14.07	4.10	\$0.25	
Group VI	14.22	4.10	\$0.25	

## TYPE "B" - GENERAL BUILDING

*Effective May 11, 2007*

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
<b>Operators</b>				
Group I	19.98	4.70	\$0.35	
Group II	21.02	4.70	\$0.35	
Group III	21.10	4.70	\$0.35	
Group IV	21.16	4.70	\$0.35	
Group V	21.22	4.70	\$0.35	
Group VI	21.32	4.70	\$0.35	
Group VII	21.42	4.70	\$0.35	
Group VIII	22.50	4.70	\$0.35	
<b>Truck Drivers</b>				
Group I	15.33	5.00	\$0.35	
Group II	15.45	5.00	\$0.35	
Group III	15.53	5.00	\$0.35	
Group IV	15.65	5.00	\$0.35	
Group V	15.70	5.00	\$0.35	
Group VI	15.80	5.00	\$0.35	
Group VII	15.90	5.00	\$0.35	
Group VIII	16.04	5.00	\$0.35	
Group IX	16.19	5.00	\$0.35	

### NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION

#1 - Inside Electricians working at a Los Alamos County job site get \$3.78/hr. subsistence pay plus base/fringe.

#2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be a non-subsistence area.

#3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.

#4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe.

BILL RICHARDSON  
GOVERNOR



BETTY SPARROW DORIS  
SECRETARY

STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
501 Mountain Road NE  
Albuquerque, NM 87102  
(505) 222-4669 / FAX (505) 222-4780

RAYMOND H. GONZALES  
DEPUTY SECRETARY

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

The Public Works Bureau 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 **Subcontractor List** must be completed and sent to the Public Works Bureau by the Contracting Agency or it's agent. The **Statement of Intent to Pay Prevailing Wages** must be completed by the contractors performing work on the project and sent to the Contracting Agency or it's agent. 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 NMDWS, 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 the Contracting Agency or it's agent – 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). If fringe benefits are paid to a third-party account, the employee must have quarterly statements provided to them. The third way of paying fringe benefits, is to pay as a combination of cash and 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.

BILL RICHARDSON  
GOVERNOR



BETTY SPARROW DORIS  
SECRETARY

STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
501 Mountain Road NE  
Albuquerque, NM 87102  
(505) 222-4669 / FAX (505) 222-4780

RAYMOND H. GONZALES  
DEPUTY SECRETARY

Dear Owner/Contracting Agency:

The enclosed wage decision packet must be used in the contract resulting from the bid opening on this project and, excluding the Notification of Award, and Subcontractor List, **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.dws.state.nm.us](http://www.dws.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 the owner/contracting agency. 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 (**NMDWS, 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 still 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 applies 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

## Responsibilities of Contracting Agencies and/or their Agents as stated in the "PUBLIC WORKS MINIMUM WAGE ACT POLICY MANUAL"

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*The **contracting agency or its agent** is responsible for filling out the Notification of Award, and Subcontractor List (including updates to the Subcontractor List) and sending it to the Public Works Bureau.*

11.1.2.10.B (3) The contracting agency or its agent; i.e., architect or engineer, shall upon award of the project, or if the project is canceled, promptly fill out and return to the office of the director of the labor and industrial division the notification of award and list of subcontractors forms. Any changes or additions of subcontractors shall also be promptly mailed to the director by the contracting agency or its agent; i.e., architect or engineer.

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*The **contracting agency** is responsible for including in the advertised specifications and contract between the agency and the contractor, a provision requiring the contractor and all tiers of subcontractors to submit certified weekly payroll records to the contracting agency biweekly, and to the Public Works Director if requested.*

11.1.2.10.C (2) In order to ensure compliance by the contractor and his subcontract to all tiers of subcontractors with the wage decisions, contracting agencies subject to the New Mexico Public Works Minimum Wage Act shall include in the advertised specifications and the contract between the agency and the contractor for all work subject to the terms of the Public Works Minimum Wage Act a provision requiring the contractor and all tiers of subcontractors to submit certified weekly payroll records to: (1) the contracting agency (biweekly), and (2) the director, when requested by the director or an interested party such as contractors, contracting agencies, labor organizations and contractor associations (the director may require disclosure of any information necessary to ensure compliance by all contractors at all tiers with the requirements of the New Mexico Public Works Minimum Wage Act).

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*The **contracting agency** is responsible for insuring that it has received a Statement of Intent to Pay Prevailing Wages before any payment is made to a contractor. The contracting agency is responsible for insuring that it has received an Affidavit of Wages Paid from a contractor before final payment is made to a contractor, and before bond monies and retainage are released to the contractor. The **contracting agency** and prime contractor must retain all certified payroll records for at least four years after the completion of the project.*

11.1.2.10.C (2) (e) Contractors and all contracting tiers on the project must file a statement of intent to pay prevailing wages (intent), and an affidavit of wages paid (affidavit). The intent form must be filed with the contracting agency within three (3) business days of the award of each respective contract. Payments will not be made to a non-compliant contractor until an intent form is filed.

11.1.2.10.C (2) (f) The affidavit form must be filed prior to the final payment to a contractor. Bond monies and retainage will be released only to contractors who have filed affidavits pursuant to the provisions of these regulations. Any contractor or subcontractor who files a false statement or refuses to file any statement or record required to be filed under these regulations, shall be considered as non-compliant and shall be subject to debarment proceedings. The contracting agency and the prime contractor shall keep all certified payroll records for a period of time not less than four (4) years after the completion of the contract.

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*The contracting agency or its agent is responsible for informing the Public Works Bureau of any change orders to the original contract of a Public Works project which is subject to the Minimum Wage Act, which will exceed \$1,000,000 or when the total cumulative value of the change orders on a project is greater than 50% of the original contract.*



# New Mexico Public Works

CHECK OUT THE  
DEPARTMENT OF  
WORKFORCE SOLUTIONS  
WEBSITE FOR VALUABLE  
INFORMATION

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

Click on "Public Works"

~ OR ~

**Bill Richardson**  
Governor

**Betty Sparrow Doris**  
Department of Workforce  
Solutions  
Secretary

## PHONE:

### Public Works Questions:

Diana - (505) 222-4669  
Mary - (505) 222-4784  
Nicolina - (505) 222 -4785  
Camille - (505) 222-4782  
Michael - (505) 222-4783

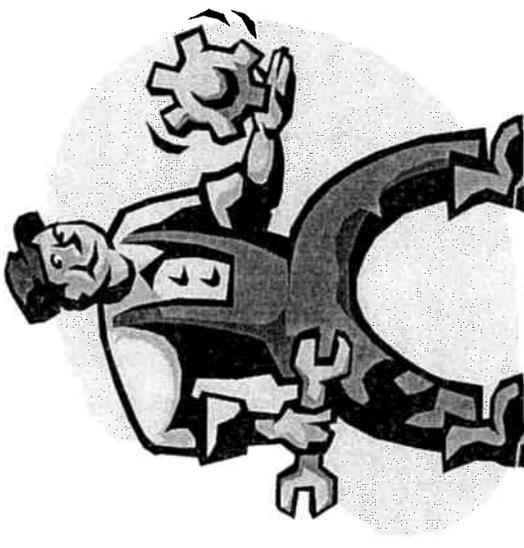
### FAX Number:

(505) 222-4780

### Apprenticeship Questions:

(505) 222-4674

# 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 NMDWS web page at [www.dws.state.nm.us](http://www.dws.state.nm.us)

### **1. How does the Act apply?**

The Act and the Public Works Bureau's 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 NMDWS 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.

**LABORER CLASSIFICATION GROUPS  
TYPE "B" & "C" CONSTRUCTION  
PAGE 1**

**GROUP I:**

Watchmen.

**GROUP II – (Unskilled):**

Building & Common Laborers; Carpenter Tenders; Concrete Workers; Stakedrivers; Concrete Buggy Operator (hand); Flagmen; Soil Sample Tester.

**GROUP III – (Semi-skilled):**

Air & Power Tool Operator (not a carpenter's tool); Asbestos Remover; Asphalt Heaterman; Asphalt Jointman; Ashp. Raker; Batching Plant Scaleman; Chain Sawman; Concrete Touch-Up Man; Concrete Sawman – Coring Machine; Curbing Machine Asph. Or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Guniting Reboundmen; Rod & Chainmen; Concrete Power Buggy Operator; Powderman or Blaster Helper; Sandblaster (Pot Men); Nozzlemen; Scaler; Vibratorman (hand-type); Vibratory Compactor (hand-type); Wagon Core & Diamond Drillers' Tenders (outside); Window Washers; Fog Machine Operator; Nurseryman-Gardener; Multi-Plate Setter; Concrete Burner; Cement Mason Tenders; Hodcarriers; Mortar Mixers; Plaster Spreader Operator; Plaster Tenders; Guniting Nozzleman; Pipelayer; Pumpcrete Nozzleman; Manhole Builder; Roadway Hardware Worker.

**GROUP IV:**

Wagon, Core, Diamond Drillers.

**GROUP V - (Miscellaneous):**

Landscaper; Traffic Control Technician; Laboratory Technician

**GROUP VI:**

Powderman and Blasters.

## EQUIPMENT OPERATOR CLASSIFICATION GROUPS

### PAGE 2

#### GROUP I:

Fireman; Oiler; Helpers; Mechanic, Welder, Grease Truck; Screedman; Scale Operator (such as Bin-a-Batch); Rubber Tire Farm-type Tractor; Tractors (under 50 HP w/o attachments); Brakeman; Concrete Paving Curing Machine (bridge-type).

#### GROUP II:

Rollers; Sheepsfoot or Pneumatic Self-Propelled w/o dozer; Concrete Conveyor; Service Truck Operator (head oiler); Air Compressor (300 CFM & over); Pumps (6" & over); Screening Plants; Concrete Mixers (under 1 cy); Concrete Saw or Grinder-Span Type; Hoists (1 drum); Air Tugger; Elevating Belt-type Loaders; Fork-lift; Lumber Stacker; Tractor-Farm type (under 50 HP w/attachments); Motorman & Industrial Locomotive Operator; Winch Trucks; Front End Loader (under 2 cy); Power Plants which generate over 15 KW; Welding Machines.

#### GROUP III:

Bituminous Distributors; Boilers, Retort & Hot Oil Heaters; Concrete Mixers (1 cy & over); Concrete Paver (single drum); Drilling Equipment; Motor Graders (rough); Shaft & Tunnel Equipment; Refrigeration, Slusher, Jumbo Form; Trenching Machine (all types); Pumpcrete & Gunite Machine; Slipform Paver; Mechanic Bull-floats; Concrete Slab Spreading Machine; Concrete Slab Finish Machine; Asphalt Plants; Bitum. Finish Machine; Crushing Plants.

#### GROUP IV:

Front End Loader (2 – 10 cy); Rollers Steel Wheeled (all types); Bulldozers; Scrapers (motor or towed); Elevating Graders; Concrete Batching Plants; Self-propelled Rollers, (equipped w/ dozer); Twin-Bowl Scrapers & Quad 8 or 9 Pushers; Three Bowl Scrapers; Tractor (farm-type) w/hydraulic Backhoes.

#### GROUP V:

Concrete Paver (double drum); Cat Cranes; Hysters; Side & Swingboom Cats; Hoist ( 2 drum); Auto Fine Grader.

#### GROUP VI:

Mucking Machine (all types); Motor Grader-Finish.

**EQUIPMENT OPERATOR CLASSIFICATION GROUPS**  
**PAGE 3**

**GROUP VII:**

Hydraulic Cranes (with less than 50' of boom – 20 tons & under); Steam Engineers; Loader (Front-end & over 10 cy); Concrete Pump (snorkel type); Mechanic Welder.

**GROUP VIII:**

All Shovel Type Equip.; Cranes; Draglines; Backhoes; Derricks; Guy & Stiff Leg; Pipemobile (#2 Oper.); Piledriver; Hydraulic Cranes (20 tons & over); Mine Hoist (belt loader CMI type); Cranes, Draglines (w/ booms & jib over 150'); Shovel (wheel type); Boring Machine (tunnel or shaft mmole); Pipemobile.

**TRUCK DRIVER CLASSIFICATION GROUPS**

**GROUP I:**

Pick-up  $\frac{3}{4}$  ton & under; Service Station; Lubrication; Light Tire Repair or Washer; Swamper or Riding Helper; Teamster 2 or 4 up; Ambulance Driver.

**GROUP II:**

Bus or Taxi Driver; Dump or Batch Truck (under 8 cy WLC); Flatbed (bobtail) 2 ton & under; Mechanic & Welder Helper; Forklift (under 5 ton MRC).

**GROUP III:**

Dump Trucks (includes all highway & off-highway, 8 – 16 cy WLC); Water, Fuel or Oil Trucks (less than 3,000 gals.); Flatbed (bobtail) over 2 tons.

**GROUP IV:**

Distributor Driver; Heavy Tire Repair; Lumber Carrier Driver; Young Buggy or Similar Equipment; Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment; Scissor Truck; Bulk Cement Bobtail 2 or 3 Axles; Semi-Trailer Driver (flatbed or van single axle); Forklift (5 ton & over MRC); Field Equipment Serviceman.

**GROUP V:**

Dumpster & Dumpcrete Driver; Water, Fuel or Oil Truck (3,000 – 6,000 gals.); Lowboy, Light Equipment Driver; Euclid-type Tank Wagon (under 6,000 gals.).

## **TRUCK DRIVERS CONT'D**

**PAGE 4**

### **GROUP VI:**

Vacuum Truck; Dump Trucks (including all hwy. & off-hwy., 16 – 22 cy WLC).

### **GROUP VII:**

Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck-type Spreader Box Driver; Slurry Truck Driver; Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck & "A" Frame; Dump Trucks (including all hwy. & off-hwy., 22 cy to 35 cy WLC); Head Field Equipment Serviceman.

## **TRUCK DRIVER CLASSIFICATION GROUPS**

### **GROUP VIII:**

Euclid Diesel Powered Turnarocker; Terra Cobra; DW 10; DW 20; Letourneau Pulls & Similar Diesel Powered Equipment; Lowboy Heavy Equip. Driver; Water, Fuel or Oil Trucks (6,000 gals. & over including Tank Wagon Drivers); Semi-Trailer Driver (flatbed or van tandems); Light Equipment Mechanic; Dump Trucks (including hwy. & off-hwy.) 35 cy WLC & over; Truck & Trailer or Semi-Trailer (flatbed); Eject All Driver.

### **GROUP IX:**

Lowboy (heavy equip., double gooseneck); Heavy Equip. Mechanic; Welder (Body & Fender Man); Warehouseman; Material Checker-Cardexman; Expeditor.

**BILL RICHARDSON  
GOVERNOR**



**BETTY SPARROW DORIS  
SECRETARY**

**STATE OF NEW MEXICO  
DEPARTMENT OF WORKFORCE SOLUTIONS  
Public Works Bureau  
501 Mountain Road NE  
Albuquerque, NM 87102  
(505) 222-4669 / FAX (505) 222-4780**

**RAYMOND H. GONZALES  
DEPUTY SECRETARY**

## **NOTICE**

### **Public Works Apprenticeship and Training Act**

Statute 13-4D-4.B states:

“Public works construction projects, except for street, highway, bridge, road, utility or maintenance contracts with employers who elect not to participate in training, shall not be constructed unless an employer agrees to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the public works bureau of the labor and industrial division of the labor department. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the director.”

For a copy of the above-mentioned act, please contact our office at (505) 222-4669.

For contractors that are not participants in an approved apprenticeship program, submit Apprenticeship & Training Contribution Compliance Statement and Payment to:

**NMDWS  
Public Works Bureau  
PO Box 27428  
Albuquerque, NM 87125-7428**

# ***APPRENTICESHIP CONTRIBUTION PROGRAM***

The following are easy reminders regarding this program:

1. For “B”, “C”, & “H” Projects: Whenever you have any workers on the job (even if you are not using apprentices), you are required to pay into the Apprenticeship Training Program as outlined in the Apprenticeship & Training Act. This applies to all contractors, subcontractors, 2<sup>nd</sup> tiers, etc. Your wage rates will show which jobs have apprenticeship contributions.
2. If you have apprentices on the job, they must have a journeyman working with them. The ratio must be one-to-one.
3. The Apprenticeship Contribution is not considered part of the fringe benefits. It is totally separate.
4. The Apprenticeship Compliance Statement from our office (or our website) is the only form you may use. Do NOT modify our form or generate your own.
5. As noted on the Apprenticeship Compliance Statement, these forms are due on the 15<sup>th</sup> of every month for the length of the project. If no work was done for that month, send us a copy letting us know there was no work done.
6. Submit Apprenticeship Compliance Statements with payments to: NMDWS, Public Works Bureau, PO Box 27428, Albuquerque, NM 87125-7428

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*New Mexico Department of Workforce Solutions - Public Works Bureau*

*501 Mountain Road NE - Albuquerque, NM 87102*

*Phone: (505) 222-4669*

*Fax: (505) 222-4780*

(Payment is not required for Type "A" Projects – Street, Highway, Utility & Light Engineering)

**Apprenticeship & Training Contribution Compliance Statement**

For the Month of: \_\_\_\_\_, 20\_\_\_\_

(Circle One)

Contractor / Sub / 2<sup>nd</sup>. Tier Sub: \_\_\_\_\_

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

Project Name: \_\_\_\_\_ State Wage Dec.No. \_\_\_\_\_

**(DO NOT submit payments on 100% federally-funded projects)**

(SAMPLE ENTRY) Classification(s)	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt
LABORER	8/4	8/11	8/18	8/25	8/31	41	.20	8.20
Classification(s)	Week Ending	Week Ending	Week Ending	Week Ending	Week Ending	Total Hours	Appr. Rate per Hour	Total Classif. Contr.Amt

PLEASE CHECK APPROPRIATE BLANK:

\_\_\_\_ Paid to: PUBLIC WORKS APPRENTICESHIP & TRAINING FUND (Mail to P.O. BOX)

Check No. \_\_\_\_\_ Check Amt: \_\_\_\_\_

Payroll Clerk's (PRINT)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Forms due by 15<sup>th</sup> of each month on every public works project that has apprenticeship contribution on the wage decision. In accordance with the NM Apprenticeship & Training Act, payment is due for each journey person, even if your company has no apprentices.

**(WE WILL NOT ACCEPT CREDITS WHEN PAYMENT IS OVER PAID)**

*Each wage decision needs a separate compliance statement, but only one check is needed for all statements.*

(When paying to an approved program, complete section below & mail this form along with a copy of the check to the following address: Public Works Bureau, 501 Mountain Rd., NE, Albuquerque, NM 87102

\_\_\_\_ Paid to: Name of Approved NM Apprenticeship Program

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Apprenticeship Program No.: \_\_\_\_\_

(If in doubt, call 222-4672)

Print Name of Certifying Official: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Certifying Official: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Contracting Agency/Owner</b>	<b>County</b>	<b>Decision Date</b>	<b>Decision No.</b>
City of Albuquerque Purchasing	Bernalillo	08/07/07	BE-07-0964 B
Div. for Various Departments		Expires for Bids	
Type of Construction: B		12/31/07	
<b>Description of Work: Plumbing Services</b>			
Plumbing services - Contract for plumbing and hydrojet services for various City departments.			

**TYPE "B" - GENERAL BUILDING**  
 Effective May 11, 2007

Trade Classification	Base Rate	Fringe Rate	Apprenticeship	Subsistence & Incentive Rates
Asbestos Worker - Heat & Frost Insulator	24.92	8.43	\$0.20	
Boilermaker	18.40	3.78	\$0.20	
Bricklayer/Blocklayer/Stonemason	20.36	5.65	\$0.64	
Carpenter/Lather	20.86	6.25	\$0.35	
Cement Mason	17.72	6.75	\$0.20	
<b>Electricians</b>				
<b>Outside Classifications</b>				
Groundman	21.14	8.29	\$0.25	
Equipment Operator	23.96	8.29	\$0.25	
Lineman/Tech	24.55	8.29	\$0.25	
Cable Splicer	25.73	8.29	\$0.25	
<b>Inside Classifications</b>				
Wireman/Technician	25.75	8.57	\$0.25	Refer to Note 1
Cable Splicer	27.48	8.57	\$0.25	
<b>Sound Classifications</b>				
Installer	24.11	8.57	\$0.25	
Technician	25.66	8.57	\$0.25	
Soundman	27.73	8.57	\$0.25	
Elevator Constructor	28.30	12.96	\$0.55	
Elevator Constructor Helper	16.03	0.36	\$0.09	
Glazier	20.15	4.28	\$0.35	
Ironworker	20.65	8.70	\$0.53	Refer to Note 2
Painter (Brush/Roller/Spray)	16.10	1.79	\$0.35	
Paper Hanger	20.32	1.15	\$0.00	
Drywall Finisher/Taper	19.64	4.03	\$0.35	
Plasterer	17.65	5.11	\$0.26	
Plumber/Pipefitter	25.64	8.97	\$0.31	Refer to Note 3
Roofer	13.24	0.50	\$0.00	
Sheetmetal Worker	24.13	11.49	\$0.54	Refer to Note 4
Soft Floor Layer	18.43	4.68	\$0.30	
Sprinkler Fitter	24.25	12.35	\$0.15	
Tile Setter	14.30	1.02	\$0.00	
Tile Setter Helper	13.00	1.02	\$0.00	
<b>Laborers</b>				
Group I	12.90	4.10	\$0.25	
Group II	13.47	4.10	\$0.25	
Group III	13.77	4.10	\$0.25	
Group IV	13.87	4.10	\$0.25	
Group V	14.07	4.10	\$0.25	
Group VI	14.22	4.10	\$0.25	
<b>Operators</b>				
Group I	19.98	4.70	\$0.35	
Group II	21.02	4.70	\$0.35	
Group III	21.10	4.70	\$0.35	
Group IV	21.16	4.70	\$0.35	
Group V	21.22	4.70	\$0.35	
Group VI	21.32	4.70	\$0.35	
Group VII	21.42	4.70	\$0.35	
Group VIII	22.50	4.70	\$0.35	
<b>Truck Drivers</b>				
Group I	15.33	5.00	\$0.35	
Group II	15.45	5.00	\$0.35	
Group III	15.53	5.00	\$0.35	
Group IV	15.65	5.00	\$0.35	
Group V	15.70	5.00	\$0.35	
Group VI	15.80	5.00	\$0.35	
Group VII	15.90	5.00	\$0.35	
Group VIII	16.04	5.00	\$0.35	
Group IX	16.19	5.00	\$0.35	

**NOTE: SUBSISTENCE AND INCENTIVE RATES BY TRADE & LOCATION**

- #1 - Inside Electricians working at a Los Alamos County job site get \$3.78/hr. subsistence pay plus base/fringe.
- #2 - Ironworkers working on projects 50+ miles over the most direct regularly traveled route from Albuquerque, or the employee's home, whichever is closer, shall be paid \$5.00/hr. subsistence plus base/fringe. The "Big I" Interchange in Albuquerque, or the employee's home, respectively shall be used as basing points. The current State of New Mexico Official Highway Map shall be the reference for routes and distances. All of Santa Fe County shall be a non-subsistence area.
- #3 - Plumbers/Pipefitters working at a Los Alamos County job site get \$.80/hr. incentive pay plus base/fringe.
- #4 - Sheet Metal Workers working at a Los Alamos County job site get \$2.00/hr. incentive pay plus base/fringe.
- #4 - Sheet Metal Workers living 60+ miles from a San Juan County job site get \$3.00/hr. subsistence pay plus base/fringe.

**Attachment B**

RFB2008-035-WR

Plumbing & Hyrdojet Service

U.S. Department of Labor

Residential Wage Rate Decision

NM20070004

For Group 3 and Group 4

GENERAL DECISION: **NM20070004** 02/09/2007 NM4

Date: February 9, 2007

General Decision Number: **NM20070004** 02/09/2007

Superseded General Decision Number: NM20030004

State: New Mexico

Construction Type: Residential

County: Bernalillo County in New Mexico.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/09/2007

\* PLUM0412-002 04/01/2001

	Rates	Fringes
Plumber.....	\$ 15.96	4.20

-----  
SUNM1999-001 08/05/1999

	Rates	Fringes
Carpenter (excluding scaffold setting, form work, drywall hanging, and installation of soft floors, overhead doors, and batt insulation).....	\$ 11.95	.30
Cement Mason.....	\$ 10.62	
Electrician.....	\$ 14.15	2.39

Insulator

Batt and Blown.....\$ 14.15

Laborer

Fence Erector.....\$ 8.00 .28

Landscape Worker.....\$ 6.44

Pipe Layer.....\$ 8.59

Unskilled.....\$ 8.81

Lather.....\$ 10.00

Painter (excluding drywall finishing/taping).....\$ 9.00

Power Equipment Operator

Backhoe.....\$ 12.59

Roofer.....\$ 9.83

Sheetmetal Worker

Setting of HVAC unit and duct work installation only.....\$ 10.81

Truck Driver

Dump - Semi.....\$ 10.00

Tandem Dump.....\$ 9.00

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**Attachment C**

RFB2008-035-WR

Plumbing & Hyrdojet Service

U.S. Department of Labor

Commercial Wage Rate Decision

NM20070001

For Group 5 and Group 6

GENERAL DECISION: **NM20070001** 07/06/2007 NM1

Date: July 6, 2007

General Decision Number: **NM20070001** 07/06/2007

Superseded General Decision Number: NM20030001

State: New Mexico

Construction Types: Building and Heavy

Counties: New Mexico Statewide.

STATEWIDE - EXCLUDING EDDY AND LEA COUNTIES FOR BUILDING CONSTR. GENERAL BUILDING AND HEAVY ENGINEERING CONSTRUCTION shall include the construction, alteration, repair and demolition of buildings, including office buildings, warehouses, industrial and commercial buildings, institutional and public buildings, and all air conditioning, conduit, heating and other mechanical and electrical works and site preparation for building or heavy engineering projects under this classification, stadia; and shall include electrical, gas, water, sewer lines, and other such utility construction which are part of projects under this classification and include within the property line or less than five (5) feet from the building or heavy engineering structure, whichever is closer, provided, however, regard to electrical utilities such construction shall include construction from the first attachment of incoming power source without regard to the property line or proximity to the building or the heavy engineering structure; and include construction, alteration, repair and demolition of heavy engineering work such as power generating plants, pump stations, natural gas compressing stations; covered reservoirs and covered sewage and water treatment facilities concrete linings for canals, ditches and channels; concrete dams; earth dams of one million (1,000,000) cubic yards or over; radio towers, ovens, furnaces, kilns, silos, shafts and tunnels (other than highway shafts and tunnels), hydro-electric projects; and well drilling, telephone and electrical transmission lines which are part of GENERAL BUILDING AND HEAVY ENGINEERING PROJECTS: mining appurtenances

such as tripples, washeries and loading and discharging chutes, and specialized structures for testing, launching and recovering space and other rocket-type missiles.

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	03/09/2007
3	04/06/2007
4	06/01/2007
5	07/06/2007

ASBE0066-003 03/01/2006

CURRY, HARDING, LEA, QUAY, ROOSEVELT & UNION

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal)....\$ 18.38		6.85

ASBE0076-001 01/01/2007

STATEWIDE, EXCLUDING CURRY, HARDING, LEA, QUAY, ROOSEVELT & UNION

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal)....\$ 25.73		9.23
Asbestos Workers/Insulator LOS ALAMOS COUNTY.....\$ 27.92		9.23

BOIL0627-001 10/01/2006

STATEWIDE, EXCLUDING BERNALILLO, CIBOLA, MCKINLEY, RIO ARRIBA,  
SANDOVAL AND SOCORRO

	Rates	Fringes
BOILERMAKER.....	\$ 25.72	18.02

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\* BRAZ0003-015 04/01/2007

	Rates	Fringes
Bricklayer (Bricklayer, Stone & Marble Mason, Pointer/Caulker).....	\$ 21.75	5.75

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\* BRAZ0003-016 04/01/2007

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer.....	\$ 17.85	5.75

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CARP0092-001 06/01/2006

	Rates	Fringes
Carpenters: (Including Lathers and Piledrivermen).....	\$ 20.86	6.62

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CARP2834-005 06/01/2005

	Rates	Fringes
Millwright.....	\$ 24.00	5.51

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ELEC0583-001 06/01/2007

	Rates	Fringes
Cable Splicer Zone 1.....	\$ 19.09	4,25%+5.55

Zone 2.....	\$ 21.04	4.25%+5.55
Electrician		
Zone 1.....	\$ 19.09	4.25%+5.55
Zone 2.....	\$ 21.04	4.25%+5.55

Zone 1: The area within a 25 mile radius from the downtown Post Office in El Paso, TX. Ft Bliss and Biggs Field proper to be included in this free zone. The area within a 15 mile radius from the Post Office in Las Cruces, NM and within a 5 mile radius from the Post Office in Alamogordo, Deming and Lordsburg. The area 10 miles East and 10 miles West of Interstate 10 between El Paso, Texas and Las Cruces NM.

Zone 2: Dona Ana, Otero, Luna and Hidalgo Counties (except that area in Zone 1).

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 \* ELEC0611-001 07/02/2007

COMMERCIAL LINE WORK (also applies to switching stations and substations adjacent to power plants)

	Rates	Fringes
Line Construction - Cable		
Splicer		
Los Alamos County.....	\$ 32.81	23%+4.75
Remainder of State.....	\$ 31.88	23%+4.75
Line Construction: Equipment		
Mechanic (includes helicopter operator and mechanic)		
Los Alamos County.....	\$ 25.36	23%+4.75
Remainder of State.....	\$ 24.63	23%+4.75
Line Construction:		
Groundman-Jackhammer		
Los Alamos County.....	\$ 17.70	23%+4.75
Remainder of State.....	\$ 17.70	23%+4.75
Line Construction:		
Lineman/Line Technician		
Los Alamos County.....	\$ 29.83	23%+4.75
Remainder of State.....	\$ 28.98	23%+4.75
Line Construction: Powderman		
Los Alamos County.....	\$ 24.76	23%+4.75

Remainder of State.....\$ 24.05 23%+4.75

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 ELEC0611-002 01/01/2007

Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Grant, Guadalupe, Harding, Lincoln, McKinley, Mora, Quay, Rio Arriba, Roosevelt, San Juan, San Miguel, Sandoval, Santa Fe, Sierra, Socorro, Taos, Torrance, Union and Valencia Counties

	Rates	Fringes
Cable splicer		
Zone 1.....	\$ 28.93	4%+7.80
Zone 2.....	\$ 31.30	4%+7.80
Zone 3.....	\$ 32.88	4%+7.80
Zone 4.....	\$ 35.77	4%+7.80
Electrician		
Zone 1.....	\$ 26.30	4%+7.80
Zone 2.....	\$ 28.67	4%+7.80
Zone 3.....	\$ 30.25	4%+7.80
Zone 4.....	\$ 33.14	4%+7.80

Basic Wage Rates

City and Miles From Main Post Office

- Albuquerque - 40 miles
- Belen - 12 miles
- Carrizozo - 12 miles
- Clovis - 12 miles
- Espanola - 14 miles
- Farmington - 6 miles
- Gallup - 10 miles
- Las Vegas - 8 miles
- Los Lunas - 12 miles
- Portales - 12 miles
- Raton - 6 miles
- Roswell - 12 miles
- Ruidoso - 12 miles
- Santa Fe - 10 miles
- Tucumcari - 6 miles

Zone 2 extending up to twenty (20) miles beyond Zone 1,

EXCEPT ALBUQUERQUE.

Zone 3 extending up to thirty (30) miles beyond Zone 1, EXCEPT ALBUQUERQUE.

Zone 4 anything beyond thirty (30) miles from Zone 1, EXCEPT ALBUQUERQUE.

FOR ESTABLISHING THE OUTLYING ZONES FROM THE ALBUQUERQUE FREE ZONE ONLY, ZONE 2 SHALL EXTEND UP TO TEN (10) MILES BEYOND ZONE 1, ZONE 3 SHALL EXTEND UP TO TWENTY (20) MILES BEYOND ZONE 1, AND ZONE 4 ANYTHING BEYOND TWENTY (20) MILES FROM ZONE 1.

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 ELEC0611-003 01/01/2007

Los Alamos County

	Rates	Fringes
Cable splicer.....	\$ 32.88	4%+7.80
Electrician.....	\$ 30.25	4%+7.80

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 ELEC0611-004 01/01/2007

HEAVY CONSTRUCTION

Eddy and Lea Counties

	Rates	Fringes
Cable splicer		
Zone 1.....	\$ 27.23	4%+7.80
Zone 2.....	\$ 27.68	4%+7.80
Zone 3.....	\$ 27.83	4%+7.80
Zone 4.....	\$ 28.08	4%+7.80
Electrician		
Zone 1.....	\$ 24.75	4%+7.80
Zone 2.....	\$ 25.20	4%+7.80
Zone 3.....	\$ 25.35	4%+7.80
Zone 4.....	\$ 25.60	4%+7.80

ZONE 1 DISPATCH POINTS

Artesia - 12 miles  
 Carlsbad - 12 miles  
 Hobbs - 12 miles  
 Lovington - 12 miles

Zone 1 shall be designated from the Main Post Office of Artesia, Carlsbad, Hobbs and Lovington, New Mexico.

Zone 2 extending up to ten (10) miles beyond Zone 1.

Zone 3 extending up to twenty eight (28) miles beyond Zone 1.

Zone 4 anything beyond twenty-eight (28) miles beyond Zone 1.

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 ELEV0131-001 01/01/2005

	Rates	Fringes
Elevator Constructor		
Mechanic.....	\$ 28.295	12.015+a

FOOTNOTE: a. Under 5 years service 6%; over 5 years service 8%. 8-Paid Holidays: New Years Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day.

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 \* ENGI0953-003 04/01/2007

HEAVY CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
ZONE 1		
GROUP I.....	\$ 16.82	5.27
GROUP II.....	\$ 18.21	5.27
GROUP III.....	\$ 18.36	5.27
GROUP IV.....	\$ 18.57	5.27
GROUP V.....	\$ 18.63	5.27
GROUP VI.....	\$ 18.77	5.27
GROUP VII.....	\$ 18.89	5.27
GROUP VIII.....	\$ 20.33	5.27

ZONE 2

GROUP I.....	\$ 19.32	5.27
GROUP II.....	\$ 20.71	5.27
GROUP III.....	\$ 20.86	5.27
GROUP IV.....	\$ 21.07	5.27
GROUP V.....	\$ 21.13	5.27
GROUP VI.....	\$ 21.27	5.27
GROUP VII.....	\$ 21.39	5.27
GROUP VIII.....	\$ 22.83	5.27

ZONE 3

GROUP I.....	\$ 20.82	5.27
GROUP II.....	\$ 22.21	5.27
GROUP III.....	\$ 22.36	5.27
GROUP IV.....	\$ 22.57	5.27
GROUP V.....	\$ 22.63	5.27
GROUP VI.....	\$ 22.77	5.27
GROUP VII.....	\$ 22.89	5.27
GROUP VIII.....	\$ 24.33	5.27

SHAFT AND TUNNEL WORK - \$.15 per hour above regular rate.

HAZARDOUS PAY - The following pay shall be applicable for every hour an operating engineer is required by governmental regulations and does wear special equipment for hazardous work at the designated levels. This is applicable in all three zones

LEVEL C - 10% above regular hourly wage

LEVEL B - 10% above regular hourly wage

LEVEL A - 15% above regular hourly wage

ZONE PAY The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (the Big "I") in Albuquerque.

ZONE I - Albuquerque - 0 to 50 mile radius from the Big "I" shall be a Free Zone  
 - Farmington - 0 to 15 mile radius of Farmington City Hall shall be a Free Zone

Zone II - Shall be \$2.50 per hour above base pay. Will apply outside of above parameters up to 35 miles

Zone III - Shall be \$1.50 cents per hour above Zone II for a total of \$4.00 per hour and will apply after 35 miles of Zone I's parameters.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP I Fireman, Oiler Screedman, Scale Operators, Rubber Tired farm type tractor, tractors under 50 hp w/o attachments, Breakman, Concrete Paving Curbing Machine (Bridge-Type).

GROUP II Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer, Concrete Conveyor, Service Truck operator, Air compressor (315 CFM & Over), Pumps (6" & Over), Screening plants, Concrete Mixers (Under 1 CY), Concrete Saw or grinder-span type, 1 Drum Hoist (tugger), Air Tugger, Elevating Belt Type Loaders, Forklift, Lumber Stacker, Tractor Farm Type (under 50 HP w/Attachments), Motorman and Industrial Locomotive operator, Winch Truck, Front End Loaders (under 2 CY), Power Plants which Generate Over 15 KW, Welding Machines.

GROUP III Bituminous Distributors, Boilers, Retort & Hot Oil Heaters, Concrete Mixers, (1 CV & Over), Conc. Paver-Single Drum, Drilling Equip., Motor Grader (rough), Shaft and Tunnel Equipment: (Refrigeration, slusher, jumbo forms), Trenching Machines (all types), Pump crete and gunite machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Space Heaters, Bituminous Finishing Machines, Water Carrier (all types), Concrete Cleaning Decontamination Machine Operator, Horizontal Directional Drill Locator.

GROUP IV Front End Loaders (2 thru 10 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders Self-Propelled Rollers - Equipped W/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 pushers (35 cents over basic rate), Three bowl scrapers (60 cents over basic rate), Backhoes up to 3/4 yard bucket, Head Oiler

(Service Truck Operator).

GROUP V Hydraulic Cranes-With less than 50 feet of Boom (20 Tons and Under), Concrete Paver-Double Drum, Cat Cranes, Hysters, 2 Drum Hoist, Auto Fine Grade.

GROUP VI Mucking Machines-All Types

GROUP VII Steam Engineers, Loader (Front End Over 10 CV) Concrete Pump (Snorkel Type), Concrete batching plants and Asphalt plants, Crushing plants, Hot plants.

GROUP VIII All Shovel Type Equipment, Cranes, Draglines, Backhoes over a 3/4 yard bucket, Derricks Guy and Stiff Leg, Pipe mobile (No 2 Operator), Piledriver, Hydrulic Cranes (20 Tons & Over), Mine Hoist, Belt Loader ("C.M.I." Type), Boom and Jibs 150 ft. Through 199 ft. -\$.50 per hour above base pay, 200 ft and over-\$1.00 per hour above base pay. Shovel (Wheel Type), Boring Machine (Tunnel or Shaft Mole), Pipe Mobile, Side and swing-boom cats, Motor grader (finish), Mechanic-Welder, Heavy Equipment Robotics Operator/Mechanic, Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Mater Environmental Maintenance Mechanic, Horizontal Directoral Drill Operator.

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 ENGI0953-004 11/01/2006

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 18.15	5.30
GROUP 2.....	\$ 19.86	5.30
GROUP 3.....	\$ 20.41	5.30
GROUP 4.....	\$ 20.57	5.30
GROUP 5.....	\$ 20.72	5.30
GROUP 6.....	\$ 20.90	5.30
GROUP 7.....	\$ 20.99	5.30
GROUP 8.....	\$ 23.38	5.30
GROUP 9.....	\$ 25.43	5.30
GROUP 10.....	\$ 27.96	5.30

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

## GROUP 1

Fireman, Oiler, Screedman, Scale op. such as Bin-a-Batch, Rubber Tired Farm Type Tractor, Tractors under 50 hp w/o Attachments, Brakeman, Concrete Curing Machine(Bridge Type).

## GROUP 2

Rollers, Sheepsfoot or Pneumatic Self-Propelled w/o Dozer, Concrete Conveyor, Service Truck op. (Head Oiler), Air Compressor (600 CFM & Over), Pumps (6" & Over), Screening Plants, Concrete Mixers (Under 1 CY), Concrete Saw or Grinder-Span Type, 1 Drum Hoists, Elevating Belt Type Loaders, Lumber Stacker (Tractor Farm Type under 50 HP w/Attachments), Winch Trucks, Front End Loader (under 2 CY), Welding Machines, Cat Head Winch, Power Plants which generate over 15 KW, Oiler with CDL, Concrete Curbing Machine.

## GROUP 3

Bituminous Distributors, Boilers, Retort & Hot Oil Heaters Concrete Mixers, (1 CY & Over), Concrete Paver-Single Drum, Drilling Equipment, Shaft and Tunnel Equipment:  
Refrigeration,  
Slusher, Jumbo forms, Trenching Machines (all Types), Pump Crete & Gunitite Machines, Slipform Paver, Mechanical Bullfloats, Concrete Slab Spreading Machine, Concrete Slab Finishing Machine, Asphalt Plants, Bituminous Finishing Machines, Crushing Plants, Certified Forklift.

## GROUP 4

Front End Loaders (2 thru 10 CY), Rollers Steel Wheeled-All Types, Bulldozer, Scrapers (Motor or Towed), Elevating Graders; Concrete Batching Plants, Self-Propelled Rollers - Equipped W/Dozer, Twin-Bowl Scrapers and Quad 8 or 9 Pushers (\$.35 Over Basic Rate), Three Bowl Scrapers (\$.60 Over Basic Rate), Bobcat w/Hydraulic Backhoes with buckets up to one and one quarter cubic yards, Motor Grader (Rough), Small Articulating Trucks.

## GROUP 5

Concrete Paver, Double Drum, Two Drum Hoist, Auto Fine

Grader, Cat Crane, Hysters, Forklift over 2,000 lbs.  
Lifting Capacity

GROUP 6

Mucking Machines-All Types, Tractor with Hydraulic Backhoe,  
Backhoes with Buckets up to one and one quarter cubic yards.

GROUP 7

Steam Engineers, Loaders (Front end over 10 cubic yards),  
Concrete Pump (Snorkel Type), Heavy Equipment Low Boy  
Driver with CDL, Mining Machine, Roof Bolting Machine,  
Shuttle Car.

GROUP 8

All Shovel Type Equipment, Side Boom Cats, Cranes, Draglines,  
Track or Excavator Backhoe, Backhoes with Buckets over one  
and one quarter cubic yards, Derricks, Guy and Stiff Leg,  
Pipemobile (No.2 Operator), Pile Driver, Shovel (wheel  
type), Boring Machine (tunnel or shaft mode), Pipe Mobile,  
Motor Grader (finish), Mechanic, Welder, Mobile Pipeline  
Inspection Camera, Operator/Rigger, Continuous Mining  
Machine, VAC Jet Rodder

GROUP 9

Hydraulic Cranes with less than 50 feet of boom (20 tons &  
under) including Boom Trucks

GROUP 10

Hydraulic Cranes and Boom Trucks (20 tons & over), Cranes and  
Draglines with booms and jibs over 150 feet through 199  
feet, Cranes 200 feet and over

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IRON0263-003 06/01/2002

CHAVES, CURRY, DONA DNA, EDDY, GRANT, HARDING, HIDALGO, LEA,  
LUNA, OTERO, QUAY, ROOSEVELT, SIERRA AND UNION

Rates

Fringes

Ironworker

Ornamental; Structural and

Reinforcing.....\$ 18.79

4.35

IRON0495-001 06/01/2007

BERNALILLO, CATRON, CIBOLA, COLFAX, DeBACA, GUADALUPE, LINCOLN, LOS ALAMOS, TAOS, McKINLEY, MORA, RIO ARRIBA, SAN JUAN, SAN MIGUEL, SANDOVAL, SANTA FE, SOCORRO, TORRANCE, & VALENCIA

	Rates	Fringes
Ironworker		
Ornamental; Structural and		
Reinforcing.....	\$ 22.00	9.43

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 \* LABO0016-001 06/01/2007

BUILDING CONSTRUCTION

	Rates	Fringes
Laborer		
GROUP I.....	\$ 14.44	4.52
GROUP II.....	\$ 15.04	4.52
GROUP III.....	\$ 15.91	4.52
GROUP IV.....	\$ 18.03	4.52

LABORER CLASSIFICATIONS

GROUP I: Chainmen, Stakedrivers, Stake Hopper, Heater Tenders, Window Cleaning and Clean Up, Unloading of Furniture and Fixtures. (Chainman and Stakedrivers working solely for an engineering firm are not subject to this agreement.)

GROUP II: Carpenter Tenders, Concrete Workers, Concrete Buggy Operators, Industrial and Plant Laborers, Fire Watch, Swinging Scaffolds Tender, Flagman, Landscaping and Planter, Fence Builder, Guardrail Builder, Fine Grader, Form Stripper, Gabian Basket Builders, Rip Rap Stoneman, Drywall Stocking and Handling, Fly Ash Vacuum Operator, Man Hole Builder, Tool Room Person and Checker on Jobsite.

GROUP III: Electric Air and Gas Operated Power Tools, Asphalt Rakers, Chain Saw Operators, Oxy Gasoline Torch Operators, Cutting Torch Operators or Burner Person, Gunite Rebound

Men, Fog Machine Operators, Power Buggy Operators, Rodmen, Sandblasters (potmen), Wagon Drill and Diamond Core Driller, Air Track, Drill Operator Hydraulic Core Drill Diamond, Tenders Outside with Pumps under 6", Concrete Burners, Cement Mason Tenders, Plasterers Hodcarriers, Mortar Mixer, Plaster Spreader Operators, Plaster Tenders, Guniting Nozzlemen, Pipelayer, Pumpcrete Nozzlemen, Powdermen Tender Demolition, Grade Checker, Vibrator Operator, Concrete Saw Operators, Stone Mason Tender, Jack Hammer and Chipping Hammer Operator, Green Cutter High Pressure Air and Water on Concrete Blaster, Pipelayer (includes but not limited to water pipe, sewer pipe, drainage pipe, pvc, and all underground tile, pipe), Cast Iron Concrete pipe, unloading, handling, distribution, and installation, Scaffold Worker.

GROUP IV: Asbestos Abatement Laborer, Toxic and Hazardous Waste Removal Laborer, Lead Base Paint Removal Laborer, Laborer/Concrete Specialist, Pest Technician (Licensed by the Bureau of Rodent Management), State Licensed Powder man and, Blaster, Laborers AGC Certified Scaffold Builder Laborer, or Hydromobile Scaffold Builder, Radiation Worker II.

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 LABO0016-003 04/01/2006

HEAVY CONSTRUCTION

	Rates	Fringes
Laborer		
HEAVY CONSTRUCTION		
ZONE 1.....	\$ 17.66	4.35
Group 1.....	\$ 15.00	4.35
Group 2.....	\$ 15.75	4.35
Group 3.....	\$ 17.26	4.35
Group 4.....	\$ 17.66	4.35
HEAVY CONSTRUCTION		
ZONE 2.....	\$ 20.16	4.35
Group 1.....	\$ 17.50	4.35
Group 2.....	\$ 18.25	4.35

Group 3.....	\$ 19.76	4.35
Group 4.....	\$ 20.16	4.35
HEAVY CONSTRUCTION		
ZONE 3.....	\$ 21.66	4.35
Group 1.....	\$ 19.00	4.35
Group 2.....	\$ 19.75	4.35
Group 3.....	\$ 21.26	4.35
Group 4.....	\$ 21.66	4.35

LABORER CLASSIFICATIONS FOR HEAVY CONSTRUCTION

GROUP I: Journeyman Laborer, Dump Man, Spotter, Signaling, Mulching & Planting Trees, Traffic Control Devices, Waterproofing Concrete, Stake Hopper.

GROUP II: Carpenter Tender, Concrete Tender, Flagman, Chuck Tender, Asphalt Heaterman, Asphalt Joint Man, Cement finisher Tender, Concrete Puddler, Kettleman, Pumpcrete Man, Placement Man, Pump Tender (Under 6 Inches), Manhole Builder (Block or Brick), Rebound Man, Stakedriver.

GROUP III: Electric Air & All Gas Operating Power Tools, Asphalt Raker, Chain Saw Operator, Cutting Torch Operator, Demolition, Gunite Rebound Man, Rod & Chainman, Grade Setter, Sand Blaster (Pot Men), Nozzleman, Wagon Core & Diamond Driller Tender, Outside Scaler, Fog Machine Operator, Air, Gas, Hydraulic Tool & Electrical Tool Operator, Barco Hammer Cutting Torch, Drill, Diamond & Core Drill, Electric Hammer, Jackhammer, Hydraulic Jack, Tamper, Air Tamper, Concrete Processing Material, Form Setter, Highway, Streets & Airport Runways, Operator of Concrete Saws on Pavement (Other Than Gang Saws), Hot Asphalt Labor, Cofferdam, Boxtender, Caissons 8' to 12', Jackhammer Operator in Caissons over 12', Labor Applicable to Pipe Coating or Wrappers, Pipe Wrapper, Plant & Yard, Relining Pipe, Hydroliner (A Plastic May Be Used To Waterproof), Pipelayer on Underground Bores, Sewer, Water, Gas, Oil & Telephone Conduit, Enameler or Pipe, Inside & Out,

Mechanical Grouter, Monitor, Jeep Holiday detector Man, Pump Operator, Raker, Vibrator, Hydro-Boom, Mixer Man, Gunnite Nozzleman, Shotcrete Operator, Timber Man, Timber & Chainsaws, Sand Blasters, Signalmen, Grade Checker.

GROUP IV: Asbestos Abatement Laborer, Toxic & Hazardous Waste Removal Laborer, Lead Base Paint Removal Laborer, Laborer/Concrete Specialist, Pest Technician (Licensed by thye Bureau of Rodent Management), State Licensed Powderman & Blaster, Laborer/AGC Certified Rigger & Signal Man, Laborer/AGC Certified Scaffold Builder, Radiation Worker II, Airtrack Driller, Concrete Burner, Hodcarriers, Mortar Mixers, Plaster Spreader Operator, Plaster Tender Gunite Nozzlemen, Pipelayer, Pumpcrete Nozzlemen.

ZONE PAY The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (The Big "I") in Albuquerque.

ZONE 1 - FREE ZONE - 0 to 50 miles

ZONE 2 - 50 to 85 miles from reference points. \$2.50 per hour above base wage.

ZONE 3 - over 85 miles from reference points. \$4.00 per hour above base wage.

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LAB00016-004 04/01/2006

HEAVY CONSTRUCTION  
TUNNELS, SHAFTS, RAISES, MISSILE SILOS & ALL OTHER UNDERGROUND  
WORK

Rates

Fringes

Laborer

ZONE 1

Group 1.....	\$ 16.91	4.35
Group 2.....	\$ 17.28	4.35
Group 3.....	\$ 17.63	4.35

ZONE 2

Group 1.....	\$ 19.41	4.35
Group 2.....	\$ 19.78	4.35
Group 3.....	\$ 20.13	4.35

ZONE 3

Group 1.....	\$ 20.91	4.35
Group 2.....	\$ 21.28	4.35
Group 3.....	\$ 21.63	4.35

LABORER CLASSIFICATIONS FOR TUNNELS, SHAFTS, RAISES, MISSLE SILOS, AND ALL OTHER UNDERGROUND WORK

GROUP I: Outside Laborer, Minimum Tunnel, Labor, Dry Houseman, and Hand Mucker Top Lander, Trackmen.

GROUP II: Chuck Tender, Cable or Hose Tender, Concrete Laborer, Dumpmen, Whirley Pump Operator, Tender on Shotcrete, Gunniting and Sandblasting, Tender Core & Diamond Drill, Pot Tender, Concrete Specialist (1) Including Finishing, Grouting, Patching, & Curing, Concrete Specialist Tender (2), Applying of Concrete Processing Materials, Concrete Worker (Including All Chipping & Finishing Underground).

GROUP III: Shaft Miner, Tunnel Miner, Air Tugger Operator, Collapsible Form Movers & Setters, Machine Men & Bit Grinder, Nipper, Powderman & Blaster, Reinforcing Steel Setter, Timbermen (Steel or Wood Tunnel Support, Including the Placement of Sheeting When Required), Tunnel Liner, Plate Setter, All Cutting & Welding Incidental to Miners' Work, Vibrator Men, Internal & External, Unloading, Stopping & Starting of Moran Agitator Cars, Diamond & Core Drill

Operator, Shotcrete Operator, Gunnite Nozzlemen.

ZONE PAY

The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and Interstate Highway 40 (The Big "I") in Albuquerque.

Free Zone - 0 to 50 miles.

Zone 2 - 50 to 85 miles from above reference points. \$2.50 per hour above base wage.

Zone 3 - over 85 miles from above reference points. \$4.00 per hour above base wage.

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\* PAIN0823-001 04/01/2007

	Rates	Fringes
Painters: (Mines, mills, Power plants, energy plants, refineries, coal gassification plants, nuclear related facilities & all steel work incidental thereto including stacks of all descriptions) Brush, roller, pot tender, sand-blaster, grinder operator		
Zone 1.....	\$ 18.30	5.35
Zone II.....	\$ 19.30	5.35

Zone III.....	\$ 20.80	5.35
Paperhanger		
Zone I.....	\$ 18.55	5.35
Zone II.....	\$ 19.55	5.35
Zone III.....	\$ 21.05	5.35

PAINTERS ZONE DEFINITIONS Free Zone: An area within a 30 mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I - BASE PAY UP TO 30 MILES
- ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
- ZONE III - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone I.

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 PAIN0823-002 04/01/2007

	Rates	Fringes
Glazier.....	\$ 20.55	4.61

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 \* PAIN0823-003 04/01/2007

	Rates	Fringes
Soft Floor Layer		
Zone I.....	\$ 19.17	5.03
Zone II.....	\$ 20.17	5.03
Zone III.....	\$ 22.295	5.03

SOFT FLOOR LAYER ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I -- Up to 30 miles
- ZONE II -- 30 to 75 miles

ZONE III - 75 miles and beyond

Albuquerque, Santa Fe and Belen shall be considered Zone I.

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 \* PAIN0823-004 04/01/2007

	Rates	Fringes
Painter (All Other Work: Commercial) Brush, roller, spray and special coatings; Sand blaster, Striping machine operator, Sign painter and Wall coverer		
Zone I.....	\$ 16.10	4.35
Zone II.....	\$ 17.10	4.35
Zone III.....	\$ 18.60	4.35

PAINTERS ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post office of the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I - BASE PAY UP TO 30 MILES
- ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
- ZONE III - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone I.

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 \* PAIN0823-005 04/01/2007

	Rates	Fringes
Drywall Finisher (Mines, mills, power plants, energy plants, refineries, coal gassification plants, nuclear related facilities & all steel work incidental thereto		

including stacks of all descriptions)

Ames Tool Operator

Zone I.....	\$ 22.38	5.35
Zone II.....	\$ 23.38	5.35
Zone III.....	\$ 24.88	5.35

Hand Finisher/Machine

Texture

Zone I.....	\$ 21.38	5.35
Zone II.....	\$ 22.38	5.35
Zone III.....	\$ 23.88	5.35

PAINTERS ZONE DEFINITIONS Free Zone: An area within a 30 mile radius of the main post office in the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I - BASE PAY UP TO 30 MILES
- ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
- ZONE III - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone I.

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 \* PAIN0823-006 04/01/2007

Rates                      Fringes

Drywall Finisher (All other work: Commercial)

Ames Tool Operator

Zone I.....	\$ 21.60	4.35
Zone II.....	\$ 22.60	4.35
Zone III.....	\$ 24.10	4.35

Hand Finisher/Machine

Texture

Zone I.....	\$ 20.60	4.35
Zone II.....	\$ 21.60	4.35
Zone III.....	\$ 23.10	4.35

PAINTERS ZONE DEFINITIONS

Free Zone: An area within a 30 mile radius of the main post

office of the city or town where an employee permanently resides at the time of hire shall be considered Zone I. All jobs beyond the 30 mile radius shall be covered by the zone schedule below:

- ZONE I - BASE PAY UP TO 30 MILES
- ZONE II - EXTENDING 30 MILES TO 75 MILES BEYOND ZONE I
- ZONE III - EXTENDING 75 MILES AND BEYOND

Albuquerque, Santa Fe and Belen shall be considered in Zone I.

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 PLAS0254-001 06/01/2006

	Rates	Fringes
Cement Mason.....	\$ 17.72	7.10

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 PLAS0254-002 06/01/2006

	Rates	Fringes
Plasterer.....	\$ 18.65	6.80

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 PLUM0412-001 04/01/2006

	Rates	Fringes
Plumbers and Pipefitters LIGHT COMMERCIAL All irrigation & lawn sprinkler.....	\$ 15.96	4.20
LOS ALAMOS, SOUTH MESA, MCGREGOR RANGE, WHITE SANDS MISSILE RANGE AND/OR PROVING GROUNDS.....	\$ 26.44	8.75
REMAINING COUNTIES.....	\$ 25.64	8.75

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 ROOF0123-003 10/01/2006

STATEWIDE EXCEPT FOR NAVAJO RESERVATION

	Rates	Fringes
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Rofer (including Built Up,  
Composition and Single Ply).....\$ 17.72 5.31

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ROOF0135-003 06/01/2006

NAVAJO RESERVATION ONLY

Rates Fringes

Rofer (including Built Up,  
Composition and Single Ply).....\$ 13.85 2.67

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SHEE0049-001 04/01/2004

REMAINING COUNTIES

Rates Fringes

Sheet metal worker.....\$ 23.48 9.89

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SHEE0049-002 04/01/2004

LOS ALAMOS

Rates Fringes

Sheet metal worker.....\$ 25.48 9.95

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SUNM1993-001 08/11/1993

Rates Fringes

Sprinkler Fitter

Bernalillo, Los Alamos &

Santa Fe Counties.....\$ 15.55

Otero County.....\$ 17.45 3.75

Remaining Counties (Except

Dona Ana).....\$ 16.06 2.95

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\* TEAM0492-001 11/15/2006

Rates Fringes

Truck Driver

BUILDING CONSTRUCTION:

Zone I

GROUP 1.....	\$ 12.74	5.25
GROUP 2.....	\$ 12.96	5.25
GROUP 3.....	\$ 13.38	5.25
GROUP 4.....	\$ 13.40	5.25
GROUP 5.....	\$ 13.47	5.25
GROUP 6.....	\$ 13.59	5.25
GROUP 7.....	\$ 13.72	5.25
GROUP 8.....	\$ 13.90	5.25
GROUP 9.....	\$ 14.09	5.25

BUILDING CONSTRUCTION:

Zone II

GROUP 1.....	\$ 14.65	5.25
GROUP 2.....	\$ 14.87	5.25
GROUP 3.....	\$ 15.29	5.25
GROUP 4.....	\$ 15.31	5.25
GROUP 5.....	\$ 15.37	5.25
GROUP 6.....	\$ 15.51	5.25
GROUP 7.....	\$ 15.63	5.25
GROUP 8.....	\$ 15.81	5.25
GROUP 9.....	\$ 16.00	5.25

BUILDING CONSTRUCTION:

Zone III

GROUP 1.....	\$ 15.20	5.25
GROUP 2.....	\$ 15.42	5.25
GROUP 3.....	\$ 15.84	5.25
GROUP 4.....	\$ 16.04	5.25
GROUP 5.....	\$ 15.92	5.25
GROUP 6.....	\$ 16.06	5.25
GROUP 7.....	\$ 16.17	5.25
GROUP 8.....	\$ 16.35	5.25
GROUP 9.....	\$ 16.54	5.25

HEAVY CONSTRUCTION: Zone I

GROUP 1.....	\$ 12.99	5.25
GROUP 2.....	\$ 13.21	5.25
GROUP 3.....	\$ 13.63	5.25
GROUP 4.....	\$ 13.65	5.25
GROUP 5.....	\$ 13.72	5.25
GROUP 6.....	\$ 13.84	5.25
GROUP 7.....	\$ 13.97	5.25
GROUP 8.....	\$ 14.15	5.25

GROUP 9.....\$ 14.34 5.25

HEAVY CONSTRUCTION: Zone

II

GROUP 1.....\$ 15.00 5.25

GROUP 2.....\$ 15.12 5.25

GROUP 3.....\$ 15.54 5.25

GROUP 4.....\$ 15.56 5.25

GROUP 5.....\$ 15.62 5.25

GROUP 6.....\$ 15.76 5.25

GROUP 7.....\$ 15.88 5.25

GROUP 8.....\$ 16.06 5.25

GROUP 9.....\$ 16.25 5.25

HEAVY CONSTRUCTION: Zone

III

GROUP 1.....\$ 15.45 5.25

GROUP 2.....\$ 15.67 5.25

GROUP 3.....\$ 16.09 5.25

GROUP 4.....\$ 16.29 5.25

GROUP 5.....\$ 16.17 5.25

GROUP 6.....\$ 16.31 5.25

GROUP 7.....\$ 16.42 5.25

GROUP 8.....\$ 16.60 5.25

GROUP 9.....\$ 16.79 5.25

LIGHT COMMERCIAL BUILDING

CONSTRUCTION: Zone I

GROUP 1.....\$ 10.19 5.25

GROUP 2.....\$ 10.37 5.25

GROUP 3.....\$ 10.70 5.25

GROUP 4.....\$ 10.72 5.25

GROUP 5.....\$ 10.78 5.25

GROUP 6.....\$ 10.87 5.25

GROUP 7.....\$ 10.98 5.25

GROUP 8.....\$ 11.12 5.25

GROUP 9.....\$ 11.27 5.25

LIGHT COMMERCIAL BUILDING

CONSTRUCTION: Zone II

GROUP 1.....\$ 11.72 5.25

GROUP 2.....\$ 11.90 5.25

GROUP 3.....\$ 12.23 5.25

GROUP 4.....\$ 12.25 5.25

GROUP 5.....\$ 12.30 5.25

GROUP 6.....\$ 12.41 5.25

GROUP 7.....\$ 12.50 5.25

GROUP 8.....	\$ 12.65	5.25
GROUP 9.....	\$ 12.80	5.25
LIGHT COMMERCIAL BUILDING		
CONSTRUCTION: Zone III		
GROUP 1.....	\$ 12.16	5.25
GROUP 2.....	\$ 12.34	5.25
GROUP 3.....	\$ 12.67	5.25
GROUP 4.....	\$ 12.74	5.25
GROUP 5.....	\$ 12.83	5.25
GROUP 6.....	\$ 12.85	5.25
GROUP 7.....	\$ 12.94	5.25
GROUP 8.....	\$ 13.08	5.25
GROUP 9.....	\$ 13.23	5.25

TRUCK DRIVER (BUILDING & HEAVY CONSTRUCTION) CLASSIFICATIONS

GROUP I: Pickup 3/4 Ton and Under, Lubrication, Light Tire Repair and Washer, Swamper, 2 or 4 and up.

GROUP II: Dump or Batch Truck Under 8 C.Y.W.L.: Flat Bed (bobtail) 2 Ton and Under, Warehouseman including Material Check, Fork Lift Under 5 Ton MRC.

GROUP III: Dump Trucks (Including All Highway and Off Highway) 8 up to 16 C.Y.W.L.C.; Water, Fuel or Oil Trucks Less Than 3,000 gallon Flat Bed (bobtail) Over 2 Tons.

GROUP IV: Distributor Driver, Heavy Tire Repair, Lumber Carrier Driver, Young Buggy or Similar Equipment, Transit Mix or Agitator 2 or 3 Axle Bobtail Equipment, Scissor Truck, Bulk Cement Bobtail 2 or 3 Axle, Semi-Trailer ( Flat Bed or Van Single Axle) Forklift 5 Ton and over M.R.C.

GROUP V: Dumpsters and Dumpcrete Driver; Water, Fuel or Oil Trucks 3,000 to 6,000 Gallons; Lowboys and Light Equipment Driver; Euclid Type Tank Wagon Under 6,000 Gallons.

GROUP VI: Vacuum Truck; Dump Trucks (including all highway and off-highway 16 up to 22 C.Y.W.L.C.)

GROUP VII: Transit Mix or Agitator Semi or 4 Axle Equipment Driver; Flaherty Truck Type Spreader Box Driver; Slurry

Truck Driver Bulk Cement Driver; Semi-Doubles; 4 Axle Bobtail; Winch Truck and "A" Frame; Dump Truck (including all Highway and Off-Highway) 22 CY up to 35 C.Y.W.L.C.

GROUP VIII: Euclid Diesel Power Turnarocker; Terra Cobra-DW20-Tourneau Pulls and Similar Diesel Powered Equipment when used to haul Materials and Assigned to a Teamster-Lowboy Heavy Equipment Driver; Water, Fuel and Oil Trucks 6,000 Gallons and Over Including Tank Wagon Drivers, Semi-Trailer Driver (Flat-Bed or Van Tandems); Light Equipment Mechanic; Dump Trucks (Including All Highway and Off-Highway) 35 C.Y.W.L.C. and Over; Truck and Trailer or Semi-Trailer (Flated); eject all.

GROUP IX: Lowboy (Heavy Equipment Double Gooseneck); Heavy Equipment Mechanic; Welder (Body and Fender Men).

TRUCK DRIVERS ZONE PAY BASING POINTS AND DEFINITIONS LISTED BELOW FOR BUILDING AND HEAVY CONSTRUCTION - BASING POINTS ARE AS FOLLOWS:

ALAMOGORDO, ALBUQUERQUE, ARTESIA, BAYARD, BELEN, CARLSBAD, CLOVIS, DEMING, ESPANOLA, EUNICE, FARMINGTON, GALLUP, GRANTS, HOBBS, LAS CRUCES, LAS VEGS, LORDSBURG, LOVINGTON, PORTALES, RATON, ROSWELL, RUIDOSO, SANTA FE, SANTA ROSE, SILVER CITY, SOCORRO, TAOS, TUCUMCARI

ZONE I Projects within 15 miles from the starting points above.

ZONE II Projects 15 or more road miles but less than 35 miles from above, includes all of Los Alamos County.

ZONE III Projects more than 35 road miles, or more from above.

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FOOTNOTE:

\*\*LIGHT COMMERCIAL DEFINITION Construction, erection, alteration, repair, modification, addition to or improvement in whole or in part of structures for which the major support system is wood frame construction and will also include all residential housing apartments,

convenience stores, fast food restaurants, automobile service stations & motels up to 2 stories high.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION