BOARD MEETING

Tuesday, September 21, 2004

Zia Room - Library

4:00 p.m.

AGENDA

A.	Welcome	Larry Hanna
B.	Adoption of Agenda	Larry Hanna
C.	Approval of Minutes of August 26, 2004	Larry Hanna
D.	President's Report	Dr. McCleery
E.	New Business	
	1. Monthly Expenditures Report	Dan Hardin
	2. Monthly Revenue Report	Dan Hardin
	3. Oil and Gas Revenue Report	Dan Hardin
	4. Schedule of Investments	Dan Hardin
	5. Consideration of Equipment Removal from Inventory	Dr. McCleery
	6. Consideration of Resolution	Dr. McCleery
	7. Consideration of Information Technology Plan	Dr. McCleery
	8. Consideration of Western Heritage Center Exhibit Contract	Dr. McCleery
	9. Consideration of Bid #957 – Janitorial Supplies	Frank Collins
1	0. Consideration of Bid #958RB - Driving Range Irrigation Project	Frank Collins
1	1. Consideration of Bid #959 – Paving Project	Frank Collins
1	2. Consideration of Bid #960 – Vehicle for College Motor Pool	Frank Collins
1	3. Consideration of Bid #961 - Mats for Law Enforcement Academy	Frank Collins
1	4. Consideration of Bid #962 - Literacy Alliance Building Renovation Project	Frank Collins
9.1	5. Personnel Consideration - Upward Bound Academic Coordinator	Regina Organ
1	6. Personnel Consideration - Director of Western Heritage Center	Dr. McCleery
F.	Public Comments	Larry Hanna
G.	Announcement of Next Meeting	Larry Hanna
Н.	Adjournment	Larry Hanna

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15. Personnel Consideration - Upward Bound Academic Coordinator	Regina Organ
16. Personnel Consideration - Director of Western Heritage Center	Dr. McCleery
F. Public Comments	Larry Hanna
G. Announcement of Next Meeting	Larry Hanna
H. Adjournment	Larry Hanna



BOARD MEETING

AUGUST 26, 2004

MINUTES

The New Mexico Junior College Board met on Thursday, August 26, 2004, beginning at 4:00 p.m. in the Zia Room of Pannell Library. The following members were present: Ms. Patricia Chappelle, Secretary; Mr. Phillip Jones; Mr. Guy Kesner; Mrs. Yvonne Williams; and Mr. Wade Cavitt. Not present was Mr. John Hice, Jr. and Mr. Larry Hanna.

Ms. Chappelle called the meeting to order and welcomed visitors and guests present: Vange Perryman, Hobbs News Sun.

Upon a motion by Mr. Jones, seconded by Mrs. Williams, the agenda was unanimously adopted, as presented.

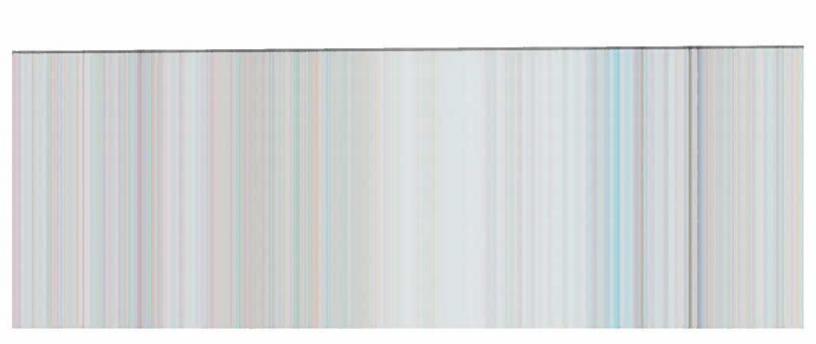
Upon a motion by Mrs. Williams, seconded by Mr. Cavitt, the board unanimously approved the minutes of July 29, 2004, as written.

Dr. McCleery shared with the board the Governor's Task Force on Higher Education report and Charley Carroll gave the pavement maintenance plan. Mr. Carroll and Tim Perry gave the board a report on the college billboards. Lisa Hardison and Donna Williams updated the board on the workforce training for Zia Race Track. Mr. Carroll and Ms. Hardison reported on the Literacy Alliance Building Renovation Project. Dr. McCleery shared with the board the Small Business Development Center workshop schedule. He also informed the board that the Clerk of the Works position was not going to work out; therefore, employee Dave Huddleston was being moved into that position. Rick Sowers was also employed part-time.

Under *New Business*, Dan Hardin presented the July financial reports and with a motion by Mr. Cavitt, seconded by Mr. Jones, the board unanimously approved the expenditures for July 2004. After discussion of the required CHE Fiscal Watch Reports and upon a motion by Mr. Cavitt, seconded by Mrs. Williams, the board unanimously approved the Summary of Operating and Plant Funds and Cash Analysis, as well as the balance sheet.

Dr. McCleery presented a request to charge a \$20 fee for non-NMJC students utilizing the Testing Center to take test for other colleges. Upon a motion by Mr. Kesner, seconded by Mr. Cavitt, the board unanimously voted to charge the \$20 fee, plus any reasonable cost incurred.

Consideration of Resolution was tabled.



Dr. McCleery presented the Research and Public Service Projects for board consideration. The 2005-2006 requests will be submitted to the Commission on Higher Education for funding: Western Heritage Center \$180,000; Athletics \$112,700; and Nursing Expansion \$195,000. After much discussion and upon a motion by Mr. Jones, seconded by Mrs. Williams, the board approved the requests. The vote was as follows: Mr. Jones – yes; Ms. Chappelle – yes; Mr. Cavitt – no; Mrs. Williams – yes; and Mr. Kesner – no.

Mary Jean Ward recommended Carol Taylor for the Professor of Nursing position at a nine month salary of \$37,000. Upon a motion by Mr. Kesner, seconded by Mr. Jones, the board unanimously approved the employment of Ms. Taylor, effective August 30, 2004.

Ms. Ward recommended Mr. Tom Keyes for the Professor of Nursing position at a nine month salary of \$37,000. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the board approved the employment of Mr. Keyes, effective August 30, 2004. The vote was as follows: Mr. Jones – yes; Ms. Chappelle – yes; Mr. Cavitt – no; Mrs. Williams – yes; and Mr. Kesner – yes.

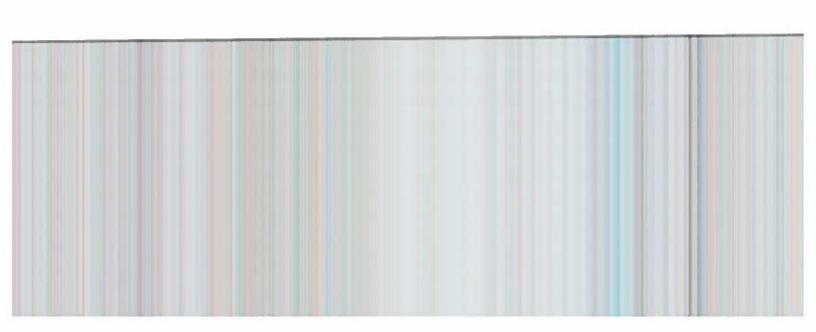
Ms. Ward recommended Ms. Jill Henning for the Professor of ACT Academy Health Occupations/Allied Health position at a nine month salary of \$32,500. Upon a motion by Mr. Cavitt, seconded by Mrs. Williams, the board approved the employment of Ms. Henning, effective August 30, 2004. The vote was as follows: Mr. Jones – yes; Ms. Chappelle – yes; Mr. Cavitt – yes; Mrs. Williams – yes; and Mr. Kesner abstained.

Regina Organ recommended Mr. Ashton Brown for the Counselor position at an annual salary of \$38,500. Upon motion by Mrs. Williams, seconded by Mr. Jones, the board unanimously approved the employment of Mr. Brown, effective September 27, 2004.

Dr. Organ recommended Ms. Sylvia Turrubiates for the Admission Specialist – General position at an annual salary of \$33,000. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the board unanimously approved the employment of Ms. Turrubiates, effective September 7, 2004.

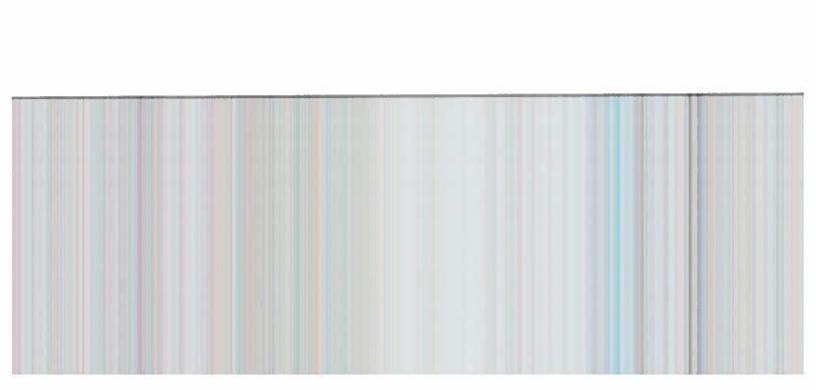
Dr. Organ recommended Ms. Leslie Trillo for the Admission Specialist – Instructional position at an annual salary of \$34,000. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the board unanimously approved the employment of Ms. Trillo, effective September 7, 2004.

Dr. Organ recommended Mr. Glen Thomas for the Coordinator of Intramurals/Student Activities position at an annual salary of \$33,000. Upon a motion by Mr. Cavitt, seconded by Mr. Jones, the board unanimously approved the employment of Mr. Thomas, effective September 13, 2004.



Mr. Carroll presented the Literacy Alliance Building Renovation Project for board consideration. Upon a motion by Mr. Cavitt, seconded by Mr. Kesner, the board unanimously approved the project.

Ms. Chappelle called for comments from the public. There being none, the next regular board meeting was scheduled for September 21, 2004, beginning at 4:00 p.m. There will be a compensation work session on October 14, 2004, beginning at 11:00 a.m. with the regular board meeting to follow. The board meeting adjourned at 5:40 p.m.



Vice President for Finance

To: New Mexico Junior College Board Members

From: Dan Hardin

Date: September 15, 2004

RE: Expenditure and Revenue Reports for August

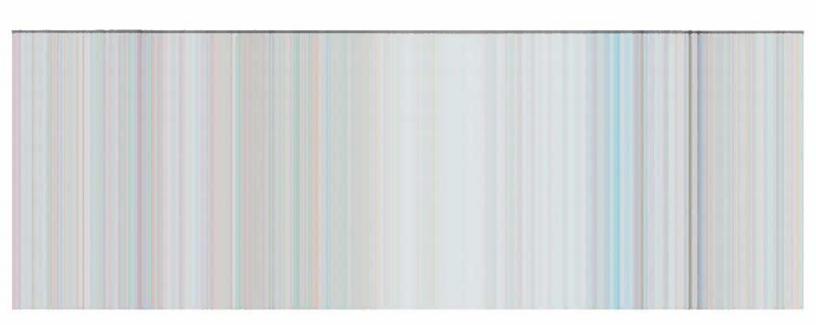
August is the second month of the 2004/2005 fiscal year. The Expenditure report reflects funds expended and encumbered. The total expended for Instruction and General year-to-date is \$1,800,186.00, this is above where we were this time last year. Total current unrestricted funds year-to-date is \$2,557,590.00. At this time last year total current unrestricted expenditures were \$2,462,580.00, so we are tracking about the same as we were during the previous year. In the restricted funds year-to-date we have expended \$1,260,269.00 as compared to the \$1,678,295.00 in the 2003/2004 fiscal year. I do not perceive that our expenditures are less in restricted funds, but rather it is taking longer to get items posted. All transactions such as Student Aid are posted in the old Poise system and then interfaced over into the Banner system. Other transactions dealing with student are posted into Poise, then journal entries are made to post to the Banner System. This procedure will continue until we convert the financial aid and student modules in 2005.

The expenditures in the Plant funds are mainly for the first month cost for the construction of the Western Heritage Center and Ben Alexander Student Center. We anticipate that we will be spending approximately \$1,000,000.00 per month for the construction cost.

Total year-to-date expenditure through the month of August is \$4,872,683.00

The Revenue for Instruction and General is \$2,820,090.00, which is above the \$2,697,306.00 at this time last year. The total current unrestricted revenue through August is \$3,632,213.00, which is also above the \$3,256,100.00 in the previous fiscal year. The restricted revenue through August is \$221,987.00, which is mainly in the Grants area. The student aid expenditures through August was \$1,184,434.00, but the drawdown for these funds will not appear until September.

As of the end of August we have not received any revenue from draw downs of General Obligation Bonds, we should have a large amount in September. The total revenue through August 2004 is \$3,854,200.00

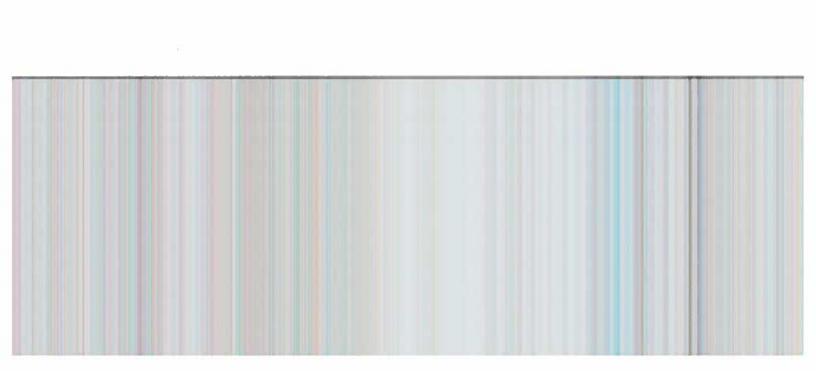


In the Investment report we began the month with \$9,625,000.00, we drew down \$1,000,000.00 to cover the cost of the first month construction expenses. We ended the month with \$8,625,000.00. We have designated in capital project \$9,403,602.15, which is more than we have invested in LGIP, but we have made draw down requests for General Obligation Bonds funds for almost \$1,000,000.00.

In the Oil and Gas report, we are still using as accrual of \$239,507.00 as the projected monthly Oil and Gas revenue. In September we will receive the Oil and Gas revenue for July.

We are still working with the Auditors to complete the audit for June 30, 2004. They have completed their on site field work, but we are still working on completing reports for the audit.

This is the Financial Report for August 2004.



NEW MEXICO JUNIOR COLLEGE Expenditure Report August 2004

17% of Year Completed

		2003-04			2004	-05	
· · · · · ·		Year-to-Date	Percentage		Current	Year-to-date	Percentage
	Final	Expended or	of Budget	Original	Expended or	Expended or	of Budget
Fund	Budget	Encumbered	Expended	Budget	Encumbered	Encumbered	Expended
CURRENT UNRESTRICTED FUND							
CORRENT UNRESTRICTED FUND	1						
Instruction and General:							
Instruction	5,297,285	532,249	10%	5,812,124	390,974	685,840	12%
Academic Support	1,088,548	277,745	26%	1,187,704	96,815	162,199	14%
Student Services	1,214,328	126,145	10%	929,753	80,933	349,653	38%
Institutional Support	4,076,531	258,160	6%	4,145,602	266,284	400,027	10%
Operation & Maintenance of Plant	1,687,103	406,345	24%	1,793,183	114,539	202,467	11%
Subtotal - Instruction & General	13,363,795	1,600,644	12%	13,868,366	949,545	1,800,186	13%
Student Activities	307,331	17,360	6%	120,535	17,126	24,208	20%
Research	0	0	0%	. 0	0	- 1,-00	0%
Public Service	1 0	0	0%	Ō	ō	ŏ	0%
Internal Service Departments	372,854	262,272	70%	931,917	103,065	158,223	17%
Student Aid	305,389	112,883	37%	331,910	227,177	248,065	75%
Auxiliary Enterprises	1,413,983	331,050	23%	1,485,805	264,744	289,350	19%
Athletics	671,031	138,371	21%	677,782	30,453	37,558	6%
Total Current Unrestricted Fund	16,434,383	2,462,580	15%	17,416,315	1,592,110	2,557,590	15%
CURRENT RESTRICTED FUND							
Grants	2,843,425	208,553	7%	1,849,374	8,322	75,835	4%
Student Aid	4,180,325	1,469,742	35%	4,422,593	1,122,031	1,184,434	27%
Total Current Restricted Fund	7,023,750	1,678,295	24%	6,271,967	1,130,353	1,260,269	20%
PLANT FUNDS							
Capital Outlay / Bidg. Renewal & Repl.							
Projects from Institutional Funds		455,301	0%	9 000 202			
Projects from State GOB Funds	4,949,007	873.953	18%	8,908,283 3,612,996	040.555	91,195	1%
Projects from State STB Funds	2,000,000	0/3,533	0%		949,652	949,652	26%
Projects from State E R & R	326,454	Ů	0%	1,885,297	0	0	0%
Projects from State B R & R	353,945	•		415,030	0	0	0%
Projects from Auxiliary BR&R	•	11,861	3%	480,452	10,227	13,977	3%
riojeca nom Raxillary Braix	19,147	0	0%	47,709	0		0%
Subtotal - Capital and BR&R	7,648,553	1,341,115	18%	15,349,767	959,879	1,054,824	7%
Debt Service							
Revenue Bonds	0	0	0%	_	_	_	
		U	U70	0_	<u> </u>	0	0%
Total Plant Funds	7,648,553	1,341,115	18%	15,349,767	959,879	1,054,824	7%
GRAND TOTAL EXPENDITURES	31,106,686	5,481,990	18%	39,038,049	3,682,342	4,872,683	12%

NEW MEXICO JUNIOR COLLEGE Revenue Report August 2004

17% of Year Completed

2003-04 2004-05 Percentage of Budget Percentage of Budget Received Rinal Year-to-date Original Current Month Year-to-date Fund Budget Revenue Budget Revenue Revenue Received **CURRENT UNRESTRICTED FUND** Instruction and General: 1,653,150 7,684,800 3,409,779 2,000,000 50,000 844,965 1,286,466 479,014 60,697 1,763 51% 17% 14% 3% 4% 8% 1,734,700 8,089,900 3,409,779 2,468,000 624,036 645,609 906,003 1,291,216 479,514 52% 16% 14% 3% 0% 37% **Tuition and Fees** State Appropriations
Advalorem Taxes - Oil and Gas
Advalorem Taxes - Property
Interest Income 240,007 72,213 55,871 Other Revenues 24,401 47,498 190,000 71,144 Subtotal - Instruction & General 15,114,229 2,697,306 18% 15,948,250 1,557,150 2,820,090 18% 57% 0% 19% 30% **Student Activities** 47,500 27,287 47,800 19,653 27,866 58% Public Service 0% 0% 43% 13,000 1,728,300 13,000 1,802,550 **Internal Service Departments** 2.456 Auxiliary Enterprises Athletics 523,301 683.984 781,382 35,400 5,750 16% 36,600 8% 2,875 2,875 **Total Current Unrestricted** 16,938,429 3,256,100 19% 17,848,200 2,263,662 3,632,213 20% **CURRENT RESTRICTED FUND** Grants 2,843,425 0% 3% 1,849,374 12.124 201,055 202,736 Student Aid 4,180,325 120,526 4,422,593 19,251 0% **Total Current Restricted** 7,023,750 132,650 6,271,967 201,055 221,987 4% PLANT FUNDS Capital Outlay / Bidg. Renewal & Repl. Projects from State GOB Funds Projects from State STB Funds 0% 0% 0% 8% 0% 0% 0% 0% 3,612,996 0 0 000 2,000,000 **Projects from Other State Funds** 0 0 Interest Income 100,000 8,327 100,000 Total Plant Funds 7,049,007 8,327 0% 5,598,293 0 **GRAND TOTAL REVENUES**

31,011,186

3,397,077

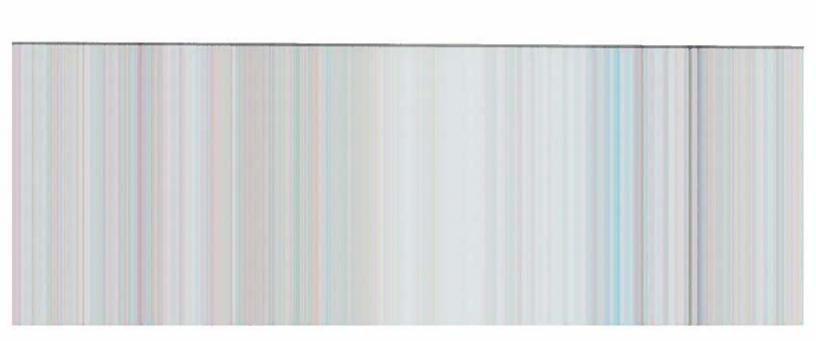
11%

29,718,460

2,464,717

3,854,200

13%



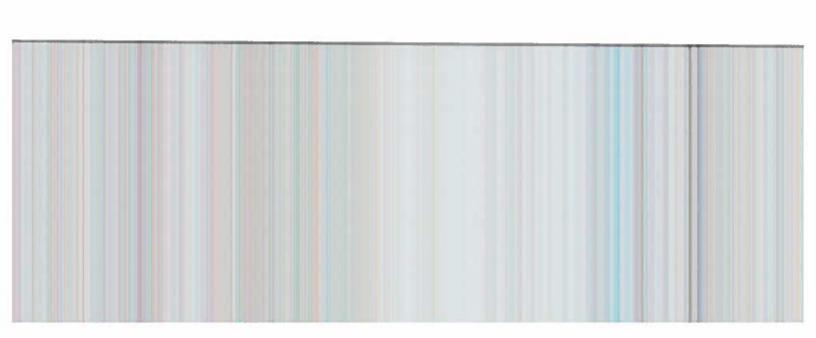
NEW MEXICO JUNIOR COLLEGE Oil and Gas Revenue Report August 2004

17% of Year Completed

			OIL		GAS		COMBINE	D
N Sales	10nth of Distribution	Price	Lea County	Price	Lea County	Monthly	2004-05 Original	Variance Over (Under)
Sales	Distribution	per BBL	BBLs sold	per MCF	MCF sold	Revenue	Budget	Budget
Accrual	July	\$37.55	3,004,977	\$5.33	16,626,962	239,507	239,507	0
Accrual	August	\$36.19	3,066,678	\$5.77	17,406,483	239,507	239,507	Ō
Accrual	September							0
Accrual	October							0
Accrual	November						1,11,11,11	Ö
Accrual	December							Ö
Accrual	January							0
Accrual	February							0
Accrual	March							0
Accrual	April		-					0
Accrual	May							0
Accrual	June							0
					n Tax Revenue	479,014 500	479,014	500
						- P		300
		Year-to-Dat						

Source: New Mexico Taxation and Revenue Department

Per Johnson, Miller & Co., C.P.A.'s, an accrual is made for oil and gas revenue for the reporting month.



NEW MEXICO JUNIOR COLLEGE Schedule of Investments August 2004

17% of Year Completed

Financial Institution	Amount Invested	Date Invested	Maturity Date	Period of Investment (Days)	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	8,625,000	N/A	N/A	N/A	7102-1348	1.91%	15,747
Total investments	8,625,000						15,747

Summary of Current Mo	onth's Activity
Beginning amount	9,625,000
Plus: deposits	0
Less: withdrawals	(1,000,000)
Capital Projects	9,403,602
Reserves Invested	-778,602
Total LGIP Investment	8,625,000

	-
Capital Projects	8/31/2004
Technology Upgrade	375,084.51
Workforce Training Center	1,191,750.14
High Tech Start Up	163,346,40
Docutech	425.001.40
Vehicles	78.708.49
CISCO Networking Equipment	1.970.63
Western Heritage Center	1,415,000.00
Drawings and Master Plan	94,153.70
Baseball Field	204,472.61
Rodeo Arena	10,940.05
Dormitory Landscape	45,900.93
Lea County Beautification	0.00
Circle Drive	135,492,34
Dorm Construction	0.00
Roadway Parking Lot Seal Coat	100,000,00
Dorm Recreation Area	116,227.09
BR&R Carryover	476,702.36
Water Rights	9,465.59
Firing Range Upgrade	5,559.66
Millen Fence/Landscape	175,000.00
Ben Alexander Student Center	3,265,438.94
JASI	385,389.94
Computer Equipment Rebates	10,997.37
Clerk of the Works	70,000.00
Marketing	80,000.00
West Texas ITV	50,000.00
Dorms	242,000.00
Equestrian Center	150,000.00
Telephone	125,000.00
Total	9,403,602.15

NOTE: Capital projects total does not include encumbered funds

	MENT MICKING COLLECT				
	EQUIPMENT TO BE REMOVED				
EN CIN CININ	FISCAL YEAR 03-04		-	-1	
65 -	58				VENDOR
			4		1-2741-11-510 Hazco Services Inc.
			2/1/1981 \$ 510	510.00 -1073	American Printing
		To Be Removed damag/ in const	8/1/1993 \$ 1,520.52).52 7-2741-94112	Medical Plastics
		To Be Removed don. Eunice sch	9/9/1998 \$	- 3-2741-43-180	Gateway 2000
		To Be Removed don. Eunice sch	10/7/1999 \$	3-2741-43-931	
		Be Removed don.	10/14/1999 \$ 1,37	,377.00 3-2741-43-932	
		To Be Removed don. Eunice sch			
G31065 Equipment	nent Gateway Cpu-Pentium III	To Be Removed don. Eunice sch	10/14/1999 \$ 1,37	377.00 3-2741-43-932	Gateway Companies.
G31066 Equipment		To Be Removed don. Eunice sch	69	1	Gateway Companies.
G31072 Equipment		+	10/14/1999 \$	3-2741-43-932	Gateway Companies.
G31086 Equipment		Be Removed don.	-		Gateway Companies.
G31087 Equipment	nent Gateway Cpu-Pentium III	To Be Removed don. Eunice sch	10/14/1999 \$ 1,377.00	1	Gateway Companies,
G31089 Equipment		<u>е</u>		+	Gateway Companies,
G31095 Equipment	nent Gateway Cpu-Pentium III	To Be Removed don. Eunice sch	10/14/1999 \$ 1,377.00	+-	
		To Be Removed don. Eunice sch	10/14/1999 \$ 1,871.00	+	
		To Be Removed don. Eunice sch	10/14/1999 \$	- 3-2741-43-932	Gateway Companies,
G31103 Equipment		To Be Removed don. Eunice sch	10/14/1999 \$ 1,871.00	.00 3-2741-43-932	
		To Be Removed don. Eunice sch	10/14/1999 \$	- 3-2741-43-932	
	-		10/14/1999 \$ 1,871.00	.00 3-2741-43-932	Gateway Companies, Inc
		Be Removed	10/14/1999 \$	- 3-2741-43-932	
	_	æ	10/14/1999 \$ 1,871.00	.00 3-2741-43-932	Gateway Companies, Inc
	_	Be Removed	↔		
	_	Be Removed don.	-	\neg	
G31110 Equipment	_	Be Removed don.	€		Gateway Companies,
1	\rightarrow	Be Removed	\rightarrow	-+	
	_	Be Removed	-	- 3-2741-43-932	
1	_	Be Removed	10/14/1999 \$	- 3-2741-43-932	Gateway Companies, Inc
		Be Removed	\$,713.00 3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
		Be Removed	69		3-2741-43-141 Gateway Companies, Inc
		Be Removed	_	-	3-2741-43-141 Gateway Companies, Inc
	-	Be Removed	↔	\neg	3-2741-43-141 Gateway Companies, Inc
+	_	Be Removed	-	\dashv	3-2741-43-141 Gateway Companies, Inc
1	_	Be Removed don.	69	_	Gateway Companies,
GS1224 Equipment		Be Removed	\rightarrow		Gateway Companies, Inc
	_	Be Removed don.	69		3-2741-43-141 Gateway Companies, Inc
		Be Removed	69	-	Gateway 2000
	nent Gateway CPU - Pentium 400	Be Removed	₩.	\rightarrow	2-2741-52-710 Gateway 2000
	nent Gateway CPU - Pentium 400	Be Removed	69		2-2741-52-710 Gateway 2000
_		Be Removed	₩.	-	2-2741-52-710 Gateway 2000
\top	_	Be Removed	-	_	Gateway 2000
		Be Removed	-	- 2-2741-52-710	2-2741-52-710 Gateway 2000
7			-	- 1-2741-11-590	1-2741-11-590 Gateway Companies, Inc
\top		Be Removed	cs	-	1-2741-11-590 Gateway Companies, Inc
	nent MSA Air Mask w/Air Tank		↔	\rightarrow	Mine Safety Appliance
G30176 Equipm	Equipment MSA Air Mask w/Air Tank	To Be Removed don. fire dept	12/1/1995 \$ 1.156.40	_	3-2741-43-902 Mine Safety Appliance

	NEW MEXICO JUNIOR COLLEGE				
	EQUIPMENT TO BE REMOVED				
	FISCAL YEAR 03-04				
NMJC NO TYPE	DESCRIPTION		DATE VALUE	ACCT. NO VENDOR)R
G30177 Equipment	$\overline{}$	To Be Removed don. fire dept	12/1/1995 \$ 1,156.35	3-2741-43-902	afety Appliance
		To Be Removed don, fire dept	69	+	Mine Safety Appliance
G30179 Equipment		To Be Removed don, fire dept	12/1/1995 \$ 1,156.35	3-2741-43-902	afety Appliance
G30180 Equipment	it MSA Air Mask w/Air Tank	To Be Removed don. fire dept	49	1-	Mine Safety Apoliance
	It Pix Cascade System	To Be Removed don. fire dept	S	Donated	ENMU-Roswell
	Equipment Print Press		49	-12	ard
G31046 Equipment	$\overline{}$	To Be Removed don. Tatum sch	10/7/1999 \$	3-931	Gateway Companies, Inc
G31048 Equipment	it Gateway 17 Monitor"	To Be Removed don. Tatum sch			Gateway Companies, Inc
G31050 Equipment		To Be Removed don. Tatum sch	49	3-2741-43-931 Gatewa	Gateway Companies, Inc.
N14523 Equipment	_	To Be Removed don. Tatum sch	6/1/1984 \$ 1,072.03	0-4400030	Expo Communications
	_	To Be Removed don. Tatum sch	49	0-4400030	Expo Communications
N15498 Equipment	t Gateway Cpu-Pentium III		1	1-2741-11-590	av Companies, Inc.
	t Gateway Cpu-Pentium III	To Be Removed don. Tatum sch	69	+	av Companies, Inc
č.	it Gateway 17 Monitor"	To Be Removed don. Tatum sch	8	1	W Companies, Inc
	-	To Be Removed don. Tatum sch	10/25/1999 \$	1-2741-11-590 Gateway Companies.	y Companies, Inc
	\rightarrow	To Be Removed don. Tatum sch	10/25/1999 \$ 1,550.00	_	y Companies, Inc
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	t Gateway Cpu-Pentium III	Be Removed	↔		y Companies, Inc
	Equipment Gateway Cpu-Pentium III	Be Removed	10/25/1999 \$ 1,550.00	_	ly Companies, Inc.
	t Gateway 17 Monitor"	Be Removed	€9		y Companies, Inc
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	t Gateway 17 Monitor"	Be Removed		1-2741-11-590 Gateway Companies, Inc	y Companies, Inc
1	Equipment Gateway 17 Monitor	Be Removed	8		y Companies, Inc
	t Apple Quick Take 100	Be Removed	-		computers, Inc.
	Equipment Gateway 17 Monitor	Be Removed	\$		y 2000
\top	Equipment XapShot SV Camera w/Eyes for M	Be Removed	↔		
		Be Removed	€>	3-2741-43-912	y 2000
	t Gateway CPU - Pentium 233	Be Removed		3-2741-43-912	y 2000
-	Equipment Gateway 17 Monitor	Be Removed		3-2741-43-912 Gateway 2000	y 2000
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7	t Gateway 17 Monitor"	To Be Removed donated Jal	9/1/1997 \$ -	3-2741-43-912 Gateway 2000	y 2000
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7		To Be Removed donated Jal	10/26/1998 \$ 1,852.00	-	y 2000
		To Be Removed donated Jal	10/26/1998 \$ 1,852.00		y 2000
1	t Gateway CPU - Pentium 400	To Be Removed donated Jal	₩,	-	y 2000
G30826 Equipmen	Equipment Gateway CPU - Pentium 400	To Be Removed donated Jal		\vdash	y 2000

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G30829 Equipment	It Gateway 17 Monitor"	To Be Removed donated Jal	10/26/1998 \$	3-2741-43-921	3-2741-43-921 Gateway 2000
	Equipment Gateway CPU - Pentium 400	To Be Removed donated Jal	10/26/1998 \$ 2,072.00	-	Gateway 2000
G30835 Equipmen	Equipment Gateway 17 Monitor"	To Be Removed donated Jal	10/26/1998 \$		3-2741-43-921 Gateway 2000
G30918 Equipment	t Gateway CPU - Pentium 512	To Be Removed donated Jal	1/7/1999 \$ 1,840.00		3-2741-43-140 Gateway 2000
G30923 Equipment	it Gateway 17 Monitor"	To Be Removed donated Jal	- 1/7/1999 \$	-	3-2741-43-140 Gateway 2000
G30960 Equipment	it Gateway CPU - Pentium 400	To Be Removed donated Jal	3/1/1999 \$ 1,700.00	-	Gateway 2000
N11110 Equipment	t Hewlett Packard LaserJet III Printer	To Be Removed donated Jal	9/1/1990 \$ 1,484.90	90 2-7211-1864	Holman's Inc.
N11868 Equipment		To Be Removed donated Jal	8/1/1994 \$ 515.29		1-2741-15-810 DellWare Direct
N15230 Equipment	It Gateway 17 Monitor"	To Be Removed donated Jal	- 11/10/1998	2-2741-52-710	2-2741-52-710 Gateway 2000
N15233 Equipment	$\overline{}$	To Be Removed donated Jal	11/10/1998 \$ 1,636.00	-	2-2741-52-710 Gateway 2000
N15237 Equipment	t Gateway CPU - Pentium 400	To Be Removed donated Jal	11/10/1998 \$ 1,636.00	-	2-2741-52-710 Gateway 2000
N15247 Equipment	it Gateway CPU - Pentium 400	To Be Removed donated Jal	11/10/1998 \$ 1,636.00	-	2-2741-52-710 Gateway 2000
N15249 Equipment	it Gateway CPU - Pentium 400	To Be Removed donated Jal	11/10/1998 \$ 1,635.00	-	Gateway 2000
N15346 Equipment	_	To Be Removed donated Jal	6/30/1999 \$ 1,350.00	-	1-2741-11-515 Gateway 2000
G31036 Equipment	it Gateway 17 Monitor"	To Be Removed donated Jal	- \$ \$ 10/7/1999	3-2741-43-931	3-2741-43-931 Gateway Companies, Inc
G31226 Equipment	It Gateway Cpu-Pentium III	To Be Removed donated Jal	12/10/1999 \$ 1,789.00	\vdash	3-2741-43-141 Gateway Companies, Inc
G31227 Equipment	it Gateway 17 Monitor"	To Be Removed donated Jal	12/10/1999 \$	3-2741-43-141	Gateway Companies, Inc.
G31228 Equipment	it Gateway Cpu-Pentium III	To Be Removed donated Jal	12/10/1999 \$ 1,789.00	-	3-2741-43-141 Gateway Companies, Inc
G31229 Equipment	-	To Be Removed donated Jai	12/10/1999 \$	3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
G31230 Equipment		To Be Removed donated Jal	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
	_	To Be Removed donated Jal	12/10/1999 \$ 1,789.00	Н	3-2741-43-141 Gateway Companies, Inc
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		To Be Removed donated Jal	-		Gateway Companies, Inc
7		To Be Removed donated Jal	69	-	3-2741-43-141 Gateway Companies, Inc
		To Be Removed donated Jal	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
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	It Gateway Cpu-Pentium III	To Be Removed donated Jal	છ		Gateway Companies, Inc
		To Be Removed donated Jal	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
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		To Be Removed donated Jal	12/10/1999 \$ -		3-2741-43-141 Gateway Companies, Inc
		To Be Removed donated Jal			3-2741-43-141 Gateway Companies, Inc
		To Be Removed donated Jal	-	3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
			12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
		To Be Removed donated Jal	12/10/1999 \$ -		3-2741-43-141 Gateway Companies, Inc
G31250 Equipment	it Gateway Cpu-Pentium III	To Be Removed donated Jal	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
	t Gateway 17 Monitor"	To Be Removed donated Jal	12/10/1999 \$	3-2741-43-141	Gateway Companies, Inc
G31252 Equipment	it Gateway Cpu-Pentium III	To Be Removed donated Jal	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
	it Gateway 17 Monitor"	To Be Removed donated Jal	12/10/1999 \$	3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
G31254 Equipment		To Be Removed donated Jal	12/10/1999 \$ 1,789.00	-	3-2741-43-141 Gateway Companies, Inc
	it Gateway 17 Monitor"	To Be Removed donated Jal			3-2741-43-141 Gateway Companies, Inc
		To Be Removed donated Jai	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
	it Gateway 17 Monitor"		ક્ક		3-2741-43-141 Gateway Companies, Inc
G31258 Equipmen	Equipment Gateway Cpu-Pentium III	To Be Removed donated Jal	12/10/1999 \$ 1,789.00		3-2741-43-141 Gateway Companies, Inc

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	Equipment	-	To Be Removed donated Jal	donated Jal	12/10/1999	- \$	3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
G31260	Equipment	$\overline{}$	To Be Removed donated Jal	donated Jal	12/10/1999	\$ 1,789.00	\vdash	3-2741-43-141 Gateway Companies, Inc
G31261	Equipment	t Gateway 17 Monitor"	To Be Removed donated Jal	donated Jal	12/10/1999	ر ج	3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
G31262	Equipment	t Gateway Cpu-Pentium III	To Be Removed	donated Jal	12/10/1999	\$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
G31263	Equipment	Cateway 17 Monitor"	To Be Removed	donated Jal	12/10/1999		+	3-2741-43-141 Gateway Companies. Inc
G31264	Equipment		To Be Removed	donated lal	12/10/1999	\$ 1 789 DO	+	3-2741-43-141 Gateway Companies Inc
T	Fourinment		To Be Removed		12/10/1000		+	Cotomon Companies, Inc.
T	Folipment			donoted Jal	12/10/1999		\perp	5-274 1-45-141 Gateway Companies, Inc.
\top	Eduipinen			donated Jai	12/10/1999		1	3-2/41-43-141 Gateway Companies, Inc
T	Eduipment		To Be Removed	donated Jal	12/10/1999	\$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
	Equipment		To Be Removed	donated Jal	12/10/1999	, \$	3-2741-43-141	3-2741-43-141 Gateway Companies, Inc
G31270	Equipment	Gateway Cpu-Pentium III	To Be Removed	donated Jal	12/10/1999	\$ 1,789.00		3-2741-43-141 Gateway Companies, Inc
G31271	Equipment	: Gateway 17 Monitor"	To Be Removed	donated Jal	12/10/1999	69	3-2741-43-141	3-2741-43-141 Gateway Companies. Inc
G31272	Equipment	Gateway Cpu-Pentium III	To Be Removed donated Jal	donated Jai	12/10/1999	\$ 1,789.00	1	3-2741-43-141 Gateway Companies. Inc
G31273	Equipment	Gateway 17 Monitor"	To Be Removed donated Jai	donated Jal	12/10/1999		1-	3-2741-43-141 Gateway Companies. Inc
G30388	Equipment	-	To Be Removed	o Be Removed donated Lea Cou	9/6/1996	\$ 448400	1	3-2741-43-140 Professional Business Svs
G30680	Equipment	Infocus Lite Pro 220 Projection Unit	To Be Removed	To Be Removed donated Lea Cou	11/1/1997		1	3-2741-43-140 Troxell Communications
G31038	Equipment	_	To Be Removed	o Be Removed donated Lea Cou	10/7/1999		1	3-2741-43-931 Gateway Companies Inc
G31041	Equipment	_	To Be Removed	donated Lea Cou	10/7/1999	\$ 1389.00	+	3-2741-43-931 Gateway Companies, Inc.
1	Equipment	+	To Be Removed		10/7/1999		+	3-2741-43-931 Gateway Companies, Inc.
G31045	Equipment	_	To Re Removed	donated Lea Cor	10/7/1090	£ 1 280 00	+	3-2741-43-931 Catemay Companies, Inc.
	Equipment	_	To Be Removed		10/7/1999	- 1	+	3-2741-43-931 Gateway Companies, Inc.
G31049	Equipment	+-	To Be Removed	To Be Removed donated Lea Cou	10/7/1999		1	3-2741-43-931 Gateway Companies Inc
G31148	Equipment	+	To Be Removed	To Be Removed donated Lea Cou	10/14/1999			Gateway Companies, Inc
	Equipment	Gateway 17 Monitor"	To Be Removed	To Be Removed donated Lea Cou	10/25/1999	ا چ	1-2741-11-590	Gateway Companies,
	Equipment	Gateway Cpu-Pentium III	To Be Removed	To Be Removed donated Lovingt	10/7/1999	\$ 1,389.00		3-2741-43-931 Gateway Companies, Inc
	Equipment	Gateway Cpu-Pentium III	To Be Removed	donated Lovingt	10/7/1999	\$ 1,389.00		Gateway Companies, Inc.
	Equipment	Gateway Cpu-Pentium III	To Be Removed		10/7/1999	\$ 1,389.00	-	3-2741-43-931 Gateway Companies, Inc
	Equipment	Gateway 17 Monitor"	To Be Removed	donated Lovingt	10/7/1999	, 49	3-2741-43-931	3-2741-43-931 Gateway Companies, Inc
	Equipmen	Equipment Gateway Cpu-Pentium III	To Be Removed	To Be Removed donated Lovingt	10/14/1999	\$ 1,871.00	_	3-2741-43-932 Gateway Companies, Inc
	Equipment	Gateway Cpu-Pentium III	To Be Removed	donated Lovingt	10/14/1999	\$ 1,871.00	-	3-2741-43-932 Gateway Companies, Inc
	Equipment	Gateway Cpu-Pentium III	To Be Removed	To Be Removed donated Lovingt	10/14/1999	\$ 1,871.00		3-2741-43-932 Gateway Companies, Inc
	Equipment		To Be Removed	donated Lovingt	10/14/1999	\$ 1,871.00	3-2741-43-932	3-2741-43-932 Gateway Companies, Inc
	Equipment		To Be Removed	donated Lovingt	10/14/1999	٠ ده	3-2741-43-932	3-2741-43-932 Gateway Companies, Inc
	Equipment	Gateway Cpu-Pentium III	To Be Removed	donated Lovingt	11/5/1999	\$ 1,722.00	\vdash	3-2741-43-700 Gateway Companies, Inc
	Equipment	Gateway Cpu-Pentium III	To Be Removed		12/8/1999		+	3-2741-43-129 Gateway Companies, Inc
G31215	Equipment	Gateway 17 Monitor"	To Be Removed		12/8/1999		+	Gateway Companies, Inc.
N15439	Equipment	Gateway 17 Monitor"	To Be Removed		9/28/1999		2-2741-52-710	2-2741-52-710 Gateway 2000
N15499	Equipment	Gateway 17 Monitor"	To Be Removed	To Be Removed donated Lovingt	10/25/1999		1-2741-11-590	1-2741-11-590 Gateway Companies, Inc
N15517	Equipment	Gateway 17 Monitor"	To Be Removed	donated Lovingt	10/25/1999	, 59	1-2741-11-590	1-2741-11-590 Gateway Companies, Inc
	Equipment		To Be Removed	donated Lovingt	10/25/1999	69	1-2741-11-590	1-2741-11-590 Gateway Companies, Inc
N15568	Equipment	Apple IMac G3/350 Computer	To Be Removed	To Be Removed donated Lovingt	12/17/1999	\$ 949.00	1	2-2741-72-100 Apple Computer, Inc.
N15569	Equipment	Apple IMac G3/350 Computer	To Be Removed	donated Lovingt	12/17/1999	\$ 949.00	-	2-2741-72-100 Apple Computer, Inc.
N15601	Equipment	Gateway Cpu-Pentium III	To Be Removed		2/17/2000	\$ 1,556.00	1-2741-11-590	1-2741-11-590 Gateway Companies, Inc
	Equipment	Gateway 17 Monitor"	To Be Removed		3/1/2000	, 69	1-2741-11-590	
N16113	Equipment	Equipment Gateway 17 Monitor"	To Be Removed	be Removed donated Lovingt	8/5/2000		2-2741-52-710	2-2741-52-710 Gateway Companies, Inc
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N16143 Equipment	nt Gateway 17 Monitor"	To Be Removed do	donated Louisat	0/2/2/00		2244 62 740	VENDOR
N16234 Follinment	-	Bo Pomoriod	original County	40,000,000		011-70-1417-7	Z-Z/41-5Z-/ IU Gateway Companies, Inc
		Davolliaved	nonated Lovingt	10/9/2000	\$ 789.00	2-2/41-52-/10	Z-Z/41-5Z-/10 Apple Computers, Inc.
1		Be Kemoved	donated Lovingt	9/12/2000		2-2741-72-100	2-2741-72-100 Apple Computers, Inc.
1		Be Removed	Lost/see attached	5/1/1996	\$ 2,208.00	3-2741-43-130	3-2741-43-130 Government Computer Sales
		To Be Removed Lo	Lost/see attached	5/1/1996	ده	3-2741-43-130	3-2741-43-130 Government Computer Sales
		To Be Removed Lo	Lost/see attached	5/1/1996	\$ 2.208.00	3-2741-43-130	3-2741-43-130 Government Computer Sales
	nt Gateway 15 Monitor"	To Be Removed Lo	Lost/see attached	5/1/1996		3-2741-43-130	3-2741-43-130 Government Computer Sales
	nt Gateway CPU - Pentium 233		non repairable	9/1/1997	2814	3-2741-43-912	Gateway 2000
G30877 Equipmer	Equipment Gateway 17 Monitor"	Be Removed	on repairable	1/7/1999		3-2741-43-140	
G30909 Equipmen	Equipment Gateway 17 Monitor"	To Be Removed non renairable	alderied no	1/7/1999		2 2741 42 140	Catomay 2000
G31241 Equipment	nt Gateway 17 Monitor"	To Be Removed non repairable	on repairable	12/10/1999	•	3-2741-43-140	Cotonion Companies Inc
	nt Gateway 17 Monitor"	To Be Removed no	non repairable	12/10/1999		3-2741-43-141	Cateway Companies, Inc.
N10757 Equipmer	Equipment IBM WheelWriter III Typewriter	Be Removed	n repairable	10/1/1988	\$ 535 OO	7-010-0385	Con Moching Inc
N11321 Equipmer	Equipment Kenmore Refrigerator/Freezer - Almond	To Be Removed no	non repairable	6/1/1991		6-2771-77644	Soars Dockrick
N11341 Equipmer	Equipment Ice Cooled Food Unit	Be Removed	on repairable	10/1/1001	0	None	Nobel/Succession
	Equipment Coaxitron Receiver	To Be Removed no	non repairable	9/1/1995		2-2741-73-300	CCTV Source Inc.
	Equipment Uniplex Coaxitron Transmitter	Be Removed	on repairable	9/1/1995		2-2741-73-300	2-2741-73-300 CCTV Source Inc.
N12835 Equipmer	Equipment Stairmaster 4000PT Stairclimbe	To Be Removed non renairable	on repairable	10/1/1996	7	1-2741-11-420	1-2741-11-420 Eiret Eitness Caulomont
N14512 Equipmer	Equipment Lantronix Print Server	To Be Removed non repairable	on repairable	2/20/1997		2-2741-52-710	2-2741-52-710 DataComm Warehouse
N14531 Equipmer	Equipment DataCard Monitor Part of ID System	To Be Removed no	non repairable	4/1/1997		7-2741-13-305	7-2741-13-305 Superior Business Droduct
N14729 Equipment	nt Gateway CPU - Pentium 233	-	on repairable	_	\$ 2 150.00	1-2741-14-123 Gateway 2000	Gateway 2000
	Equipment Dell CPU - Pentium 200	To Be Removed no	non repairable	+.		1-2741-11-517 Dell Marketing	Dell Marketing
N15427 Equipment			non repairable	+		2-2741-52-710 Gateway 2000	Gateway 2000
	nt Gateway 17 Monitor"	To Be Removed no	non repairable	-	69	7-2741-01-004	7-2741-01-004 Gateway Companies Inc
		To Be Removed non repairable	n repairable	-	\$ 2.590.00	7-2741-01-004	7-2741-01-004 Apple Computers Inc
N16156 Equipment		To Be Removed no	non repairable	+		7-2741-01-004	7-2741-01-004 Apple Computers Inc.
N16192 Equipment	t Apple PowerMac G4-D450	Be Removed	n repairable	+-	\$ 2.590.00	7-2741-01-004	7-2741-01-004 Apple Computers Inc.
G31090 Equipmen	Equipment Gateway 17 Monitor"	To Be Removed no	non-functional	+_		3-2741-43-032	Cataway Companies Inc.
N10571 Equipment	nt Valpar Cabinet	Be Removed	n-functional	+	1 640		Valuar International
		To Be Removed sa	safety hazard	+-	- 1	\top	Nissen
	nt Shop Made Mud Pit	To Be Removed sa	safety hazard	+-		5	FNMI 1-Roswell
	Equipment Hydril BOP		safety hazard	+		Donated	FNMI-Boswell
	Equipment WIPP Tru-Pac	To Be Removed sal	safety hazard	+		Donated	ENMI-Boswell
	Equipment Small National Pump Jack 4'x8'		safety hazard	+-		Donated	ENMI-Roswell
	Equipment Gas Run Meter	To Be Removed sai	safety hazard	+		Donated	ENMI-Bosweil
	Equipment Cut-away Well Head	Be Removed	safety hazard	+		Donated	ENMI-Roswell
	It Large Cut-away Separator	To Be Removed saf	safety hazard	+	1	Donated	ENMU-Roswell
	Equipment Miscellaneous Drilling Bits	To Be Removed saf	safety hazard			Donated	ENMU-Roswell
\exists	Equipment Miscellaneous-Sets/Bit Nozzels	To Be Removed saf	safety hazard	+			ENMU-Roswell
7		To Be Removed saf	safety hazard	6/30/2000	1		ENMU-Roswell
	t Apple Monitor 16/17 Studio Display	To Be Removed saf	safety hazard	8/28/2000	·	7-2741-01-004	7-2741-01-004 Apple Computers, Inc.
	Equipment Apple Monitor 16/17 Studio Display	To Be Removed saf	safety hazard	8/28/2000	59	7-2741-01-004	7-2741-01-004 Apple Computers, Inc.
\top	Equipment Apple Monitor 16/17 Studio Display	3e Removed	safety hazard	8/28/2000	- 8	7-2741-01-004	7-2741-01-004 Apple Computers, Inc.
7	Equipment Bull - Charlais/Angus (Cross)		See Notes	7/2/2000	\$ 2,500.00	Donated	Paul Vernagetli
N11628 Equipmen	Equipment Bay Gelding Bucking Horse	To Be Removed Sold yrs. ago	ld yrs. ago	7/1/1993	\$ 725.00	9	Vone

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N42388 Equipment Management of the contraction of t		, AIE	VALUE	ACCI. NO VENDOR	VENDOR
	To Be Removed Stolen/see attach	10/1/1995	572 2E	C 572 25 2 2744 52 740 C 741	
N12490 Fourinment A B Dick Office Broom		9 2001	0,000	01.7-20-1472-2	G.C. Video, In
Т	To Be Removed trade-in	7/1/1981 \$13 829 10	829 10	-50	70.00
Fouriement TS1 Color Hoad for 280 CMC	1 6		7,040.10		2000
Edginging 191 Octob Fload IOI 300 CIVIC	lo Be Removed trade-in	7/1/1981 \$ 3	\$ 3.803.70	-20	A B Dick

NEW MEXICO JUNIOR COLLEGE RESOLUTION FOR DEDICATION OF RIGHT-OF-WAY FOR MILLEN DRIVE EXTENSION

BE IT RESOLVED BY THE NEW MEXICO JUNIOR COLLEGE GOVERNING BOARD:

<u>SECTION 1. SHORT TITLE</u> - This Resolution may be cited as the "Millen Drive Extension".

SECTION 2. PURPOSE OF THE RESOLUTION - The purpose of this resolution is to approve the plan to extend Millen Drive which has been agreed to between Lea County, City of Hobbs and New Mexico Junior College.

SECTION 3. MEMORIALIZATION - The memorialization of this plan is set out in a plat dated August 26, 2004 drafted by Pettigrew & Associates, P.A. entitled "Dedication of Right-of-way for Millen Drive Extension".

SECTION 4. AUTHORIZATION - This resolution further authorizes Mr. Larry Hanna, Chairman of the New Mexico Junior College Board to approve the plat on behalf of New Mexico Junior College and to execute such other documents as may be necessary to effectuate this resolution.

LARRY HANNA, CHAIRMAN

NEW MEXICO JUNIOR COLLEGE BOARD

ATTEST: // KAMPELLE

NEW MEXICO JUNIOR COLLEGE BOARD

Date: September 1, 2004

To: Dr. Letitia Chambers,

Executive Director, New Mexico Commission on Higher Education

From: Dr. Steve McCleery,

President, New Mexico Junior College

Subject: IT Funding Proposals for FY05/06

New Mexico Junior College has three funding priorities for information technology (IT) projects in the FY05/06 year. Obtaining needed improvements in information technology is important to the future of our institution. Our IT representative will be submitting or supporting proposals for these projects:

1. Smart Classrooms II - Completing the Transition

This proposal requests \$359,310 to convert our institution's remaining traditional classrooms to our second-generation Smart Classroom specification.

2. Statewide Learning Management System – WebCT Vista (SLMS)

This proposal requests \$3,920,200 to fund a two- or three-year project to implement CHECS-operated hosting centers for enterprise-level Learning Management System (LMS) WebCT Vista. The project provides for each hosted school to maintain their unique brands and administrative control over their own institutional area within the LMS.

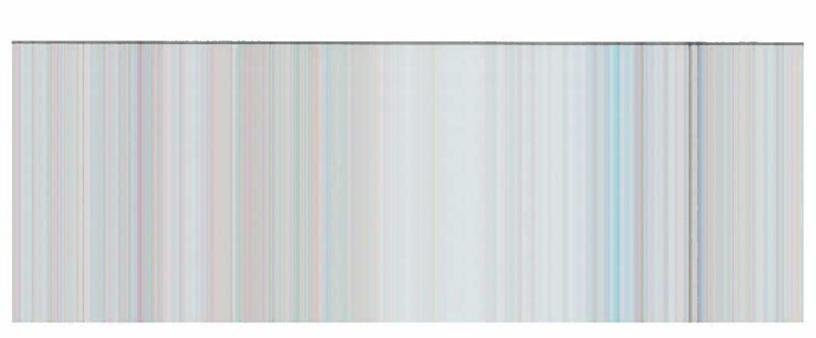
3. CHECS-Net Core Infrastructure Upgrades (CCIP)

This proposal requests \$2,701,000 to upgrade the CHECS-Net (New Mexico Higher Education Intranet) core infrastructure. This project is submitted on behalf of the CHECS consortium by New Mexico State University acting as fiscal agent. This project is revolutionary in that it benefits every institution of higher education in the state.

Our number one priority is the Smart Classrooms II project. These last two proposals are statewide infrastructure projects drafted by CHECS (Council for Higher Education Computing/Communication Services). CHECS is an association of the higher education information technology units in New Mexico. These consortial proposals support the stated mission of CHECS to encourage the effective use of the computing and information resource facilities of its member institutions.

We look forward to working with you to improve the IT infrastructure at our institution. If you have further questions, feel free to contact me at (505) 392-5004 or smccleery@nmjc.edu.

cc: Dr. Michael Hites, CHECS President



Lea County Cowboy Hall of Fame & Western Heritage Center Exhibit Schedule of Values - v.090204

Sub-Total	3.3 Platform/terrain		3.1 Animated cowboy & chuckwagon	2.0 COBBY EXHIBIT		Sub-local		2.6 Installation		2.4 Saddie mounts	2.2 From cases/pedestals (4)		2.0 Hall of Fame		Sub-Total		_ :			1.8 Artifact mounts		1.4 Exhibit wall papels/pasework/paling			1.0 Western Heritage/Children's Museum	PESCHIFICIA	
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Lea County Cowboy Hall of Fame & Western Heritage Center
Exhibit Schedule of Values - v.090204

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TOTAL PROJECT BUDGET

Total Monthly Billings 1036150

NOTES:

1. Added value item

Invitation to Bid # 957 Janitorial Supplies **BOARD DOCUMENTS** Date: September 13, 2004 Prepared by: Frank D. Collins Coordinator of Purchasing

BOARD DOCUMENTS

General Information

 On July 22, 2004, legal notices were sent to three newspapers requesting sealed bids for the purchase of janitorial supplies for the college:

Carlsbad Current Argus Albuquerque Journal Hobbs Daily News Sun

- 2. Bid packets were sent to eleven potential bidders.
- 3. Ten bidders submitted their bids within the time frame specified by the bid package. No bidders were present at the opening.
- 4. The Business Office and Custodial Department have evaluated the bids received. Their recommendation is shown on Page 3.

BOARD DOCUMENTS

Evaluation and Recommendation

The bidders responding to the Invitation are: Wagner Supply Company, Odessa TX, Grainger Equipment & Supply, Niles, IL, Huco Products, Lubbock TX, Springtime Janitorial Supply, Carlsbad NM, Blaine Industrial Supply, Hobbs NM, Share Corporation, Lubbock TX, Unipak, Brooklyn NY, Interboro Packaging Corporation, Montgomery NY, Central Poly Corporation, Linden, NJ, and EEC Rental, Las Cruces NM.

The Administration recommends acceptance of the bids as follows:

Wagner Supply Company: \$2,392.55 Springtime Janitorial Supply: \$7,849.57 Blaine Industrial Supply: \$7,981.47 Share Corporation: \$1,884.20 Huco Products: \$16,516.70

Interboro Packaging Corporation: \$1,872.00

Central Poly Corporation: \$3,982.00 Grainger Equipment & Supply: \$292.62

EEC Rental: \$535.45

Total Award Total: \$43.306.56

Source of Funding: - FY 2004/2005

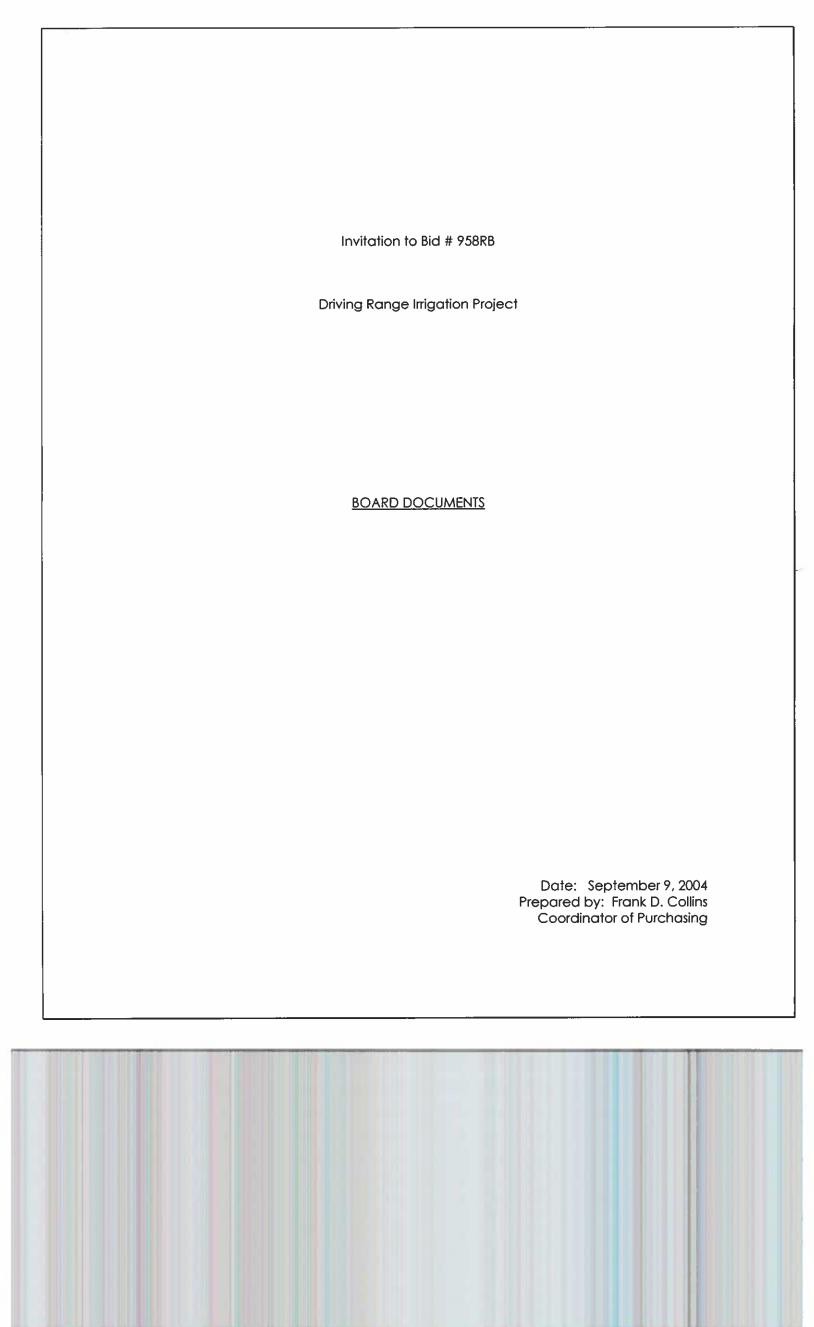
Plant Funds – Supplies & Expense Account #: 90001 – 4002 – 7110 - 133

Amount: \$43,306,56

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\$2,392.55	\$4.2/	\$34.30	369.00	\$69.00	\$69.00	\$69.00	\$62.10	\$2.30	\$6.70	\$10.30	\$10.40	\$8.20	\$4.27	\$69.00	\$69.00	\$69.00	\$69.00	\$61.10	\$9.05	\$17.90	\$24.90	\$8.95	\$2.76	\$46.70	\$38.10	\$3.95	NB.	\$0.45	NS.	NB	NB	NB.	NB 3	N8	\$1.30	06.68	\$193.10	20 35	4:50	\$1.25	\$1.56	\$36.07	\$5.65	\$25.63	\$16.70	\$27.25	\$22.35	\$21.49	\$13.05	wagner	E		
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46 Disposable nitrile gloves powder free in large	Disposable nitrile gloves powder free in small	44 quart downward pressure wringer	Trigger spray for 32 oz. Chemical resistant (red/white only)	Lemon disinfectant floor cleaner	Wel mop handles 64°Fiberlass polerglass head	Lobby dust pans	Dust mops clip on handles	Doodlebug brown scrub pods	Disposable nilnile gloves large	Disposable nitrile gloves medium	Disposable nitrile gloves X large	Disposable Niinie gloves small	Laundry Tide 36 lbs box	Doodiebug pad holder	Purnice slicks	Wet floor signs (CAUTION WET FLOOR) 36" HIGH, 4 sides	Ostrich feather duster long feather 20" overall length, 10" handle	Scouring green pad 6'x 9' 10 pads in box light duly	Economy entry mat 100% continuous filament alefin capet blue 4x6	Air refesher in 7 oz can mixs	Rubbermaid office rectangular wastebaskets 28 quarts Beige	Mophead rayon 32 oz. Web looped end Shrinkless	Plian plastic quari bottles	Share De Scale	Workhorse Ultra stripper	Stallion brand Mop Buff	Hillyary seal 341 in 5 gal.	Hillyard Hil-Tone in 1	Hillyard super shine in one gal.	Razor blale safety scrapper holder	Power swipes Graffili remover towel	Glass cleaner in 55 gal container	Comet cleaner with bleach in liquid	Pledge fumilure polish	Bleach 5% (6 in one gallon per case)	Toilet Bowl Cleaner (Non-Acid)	Sani Tuff 3.5 litres with grit	Sani-fresh Dispensers Only	Sani-fresh Hand Soap and Body Shampoo Only	Multi-fold Towels White Bleached Embassed 4000 towel p/c	Toilet Tissue 2 Ply Roll 96 per case	Jumbo roll loilet tissue 2 pty 2000 per roll 7827 Scott or equal	8" roll towels bleached non-perforated 400" p/r 12 rolls p/c	Trash Can Liners 30x36 500p/c10 microns high density in roll	Trash Can Liners 40x48 250p/c16 microns high density in roll cases	Description and quantity of Item per Specifications		Invitation to Bid #957 Board Tabulation	NEW MEXICO JUNIOR COLLEGE
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			Vendors did not meet specs						20.00				Product does not meet specs-Huco			Product does not meet specs-sprglime															Product does not meet specs-Wagner		Vendor did not bid in liquid form	Vendor did not bid pledge															

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Total Amount to all Vendors 43,306.56	Totals	O Doodlebug green scrub pad	49 Stainless polish (Quarts)	48 disposable nitrile gloves powder free in x large	47 Disposable nitrile gloves powder free in medium
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	\$ 7,849.57 \$ 7,981.47 \$1,884.	\$3.95	\$76.00	\$43.00	\$43.00
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	\$0.00				



BOARD DOCUMENTS

General Information

- 1. On August 17, 2004, legal notices were sent to three newspapers requesting sealed bids for the driving range irrigation project:
- Hobbs Daily News Sun Lovington Leader Clovis Journal
- 3. Bid packets were sent to eight potential bidders.
- 4. Four bidders submitted bids in compliance with the bid package.
- 5. The Business Office and Maintenance Department have evaluated the bids received. Their recommendation is shown on Page 3.

BOARD DOCUMENTS

Evaluation and Recommendation

The bidders who responded to the Invitation were Nate's Tech Mechanical, Hagerman, NM, Ferguson Construction Company, Lovington, NM, Sands Landscaping Maintenance, Inc., Albuquerque NM, and Crystal Clear Water, Hobbs, NM.

The Administration recommends acceptance of the bid from Nate's Tech Mechanical for \$19,950.59.

Source of Funding: - Renewal & Replacement Fund

Driving Range

Account #: 93033 - 4085 - 76131 - 920

Amount: \$19,950.59

Till#95888 Bid Summary							
Driving Range Intigation Project x.95 x.95 Residential Amount for Preference Evaluation Quote Number Only \$26,574,00 N/A N/A \$48,400,00 N/A N/A \$19,950,59 N/A N/A \$19,950,59 N/A N/A							
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Driving Range Irrigation Project x.95 x.95 x.95 x.95 x.95 x.95 x.95 x.9				N/A	N/A	\$19,950.59	Nate's Tech Mechanical
Driving Range Irrigation Project x.95 x.95 x.95 x.95 Residential Amount for Preference Evaluation Quote Number Only Evaluation Only \$26,574.00 N/A N/A \$48,400.00 N/A N/A \$44,376.76 N/A N/A							
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Driving Range Irrigation Project x.95 x.95 x.95 Residential Amount for Bld Price Preference Evaluation Quote Number Only				N/A	N/A	\$26,574.00	Crystal Clear Water
Driving Range Irrigation Project x.95 x.95 x.95 Residential Amount for Preference Evaluation Quote Number Only		,					
Driving Range Irrigation Pro x .95 Residential Bid Price Preference			Comments	Only	Number	Quote	
Driving Range Irrigation Pro x .95 Residential		3		Evaluation	Preference	Bid Price	Vendor
Driving Range Irrigation Pro				Amount for	Residential		
				x.95	x.95		
				Project	Range Irrigation	Driving	ITB#958RB Bid Summary
	_						

SCOPE OF WORK AND PROJECT AREA REQUIREMENTS

Scope of Work:

Contractor must supply labor and materials to complete the following scope of work at the college driving range:

1. Install approximately 900 feet of 6" Poly Pipe 200 PSI tying into the existing 6" line at each end.

The College will provide the ditch work.

2. Replace the existing 6" gate valve with 6" schedule 80 PVC "T" and build a nine valve header with all schedule 80 material.

The College will provide the valves for the header.

- 3. Install two (2) 6" gate valves to isolate the main line from the irrigation line.
- 4. Install nine (9) runs of 3" Poly Pipe totaling approximately 4900 feet in the existing ditch from the header and tying into the existing sprinkler lines.

The contractor will note that summer session classes will be in session during all phases of the work. Also there is other construction work being performed on campus; therefore, the contractor must take all necessary precautions to protect visitors, students, and employees of New Mexico Junior College.

The contractor may not use interior facilities of the college, but must provide its own temporary toilet facilities.

Access areas must be identified and posted as danger areas. Any equipment, supplies, or materials may be stored inside the contractor's access area. The project site must be cleaned daily and kept free of unnecessary trash and debris. All items must be stored neatly within the project area.

Barriers must be erected around the project area and will be limited to contractor's personnel and representatives of New Mexico Junior College.

New Mexico Junior College will not be responsible for security of contractor's equipment, materials, supplies, or vehicles.

Successful contractor shall provide all MSDS data sheets for materials being used for this project. Contractor shall comply with all applicable provisions of OSHA, State, and Local Regulations.

PAGE 1 OF 3

BID TABULATION CONTRACTORS

BID NO. 959

NEW MEXICO JUNIOR COLLEGE

New Mexico Junior College Paving Project

BASE BID

			400							
			ENGINEE	ENGINEER'S ESTIMATE	Ramirez	Ramirez & Sons, Inc.	Constru	Constructors, Inc.	Armstrong (Armstrong Construction
ITEM NO.	DESCRIPTION	QUANTITY & UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT	TNOOMA	UNIT PRICE	AMOUNT
203000	Unclassified Excavation	4,250_ CU. YDS.	\$5.00	\$21,250.00	\$5.00	\$21,250.00	\$5.50	\$23,375.00	\$5.00	\$21,250.00
207000	Subgrade Preparation	23,350 SQ. YD	\$2.00	\$46,700.00	\$1.50	\$35,025.00	\$1.65	\$38,527.50	\$1.50	\$35,025.00
213000	Obliterate Existing Road	4.475 SQ. YD	\$1.50	\$6,712.50	\$0.75	\$3,356.25	\$0.85	\$3,803.75	\$1.00	\$4,475.00
303160	Base Course – 6" Type II	22,265_ SQ. YD.	\$6.00	\$133,590.00	\$5.00	\$111,325.00	\$4.95	\$110,211.75	\$3.50	\$77,927.50
303170	Base Course – 7" Type II	855_ SQ. YD.	\$8.50	\$7,267.50	\$6.00	\$5,130.00	\$5.50	\$4,702.50	\$3.70	\$3,163.50
420112	Plant Mix Bituminous Pavement Grade B 2"	22,265 SQ. YD.	\$6.00	\$133,590.00	\$5.75	\$128,023.75	\$5.80	\$129,137.00	\$5.00	\$111,325.00
42v113	Plant Mix Bituminous Pavement Grade B 3"	855 SQ. YD.	\$9.00	\$7,695.00	\$8.40	\$7,182.00	\$8.60	\$7,353.00	\$7.50	\$6,412.50
609424	Concrete Barrier Curb and Gutter Type B – 6" x 24"	2.350 LIN. FT.	\$14.00	\$32,900.00	\$8.90	\$20,915.00	\$10.50	\$24,675.00	\$15.00	\$35,250.00
621000	Mobilization	$\frac{1}{\text{LUMP SUM.}}$	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00	\$27,500.00	\$27,500.00	\$20,000.00	\$20,000.00
701000	Panel, Signs w/Reflective Sheeting	65 SQ. FT.	\$18.00	\$1,170.00	\$18.00	\$1,170.00	\$20.00	\$1,300.00	\$29.00	\$1,885.00

BID TABULATION CONTRACTORS

BID NO. 959

NEW MEXICO JUNIOR COLLEGE

New Mexico Junior College Paving Project

BASE BID

		ENCINEE	FUCINEED'S ESTIMATE	Ramirez &	Ramirez & Sons, Inc.	Constru	otomo Imo	1 4	
			NOBSHIMALE		88	COLOR	Constructions, IIIC.	Armstrong	Armstrong Construction
ITEM NO. DESCRIPTION	QUANTITY & UNIT OF MEASUREMENT	UNIT	AMOUNT	UNIT PRICE	AMOUNT	UNIT	AMOUNT	UNIT	TNOOMA
Remove/Reset Panel Sign	EACH	\$450.00	\$1,350.00	\$400.00	\$1,200.00	\$450.00	\$1,350.00	\$130.00	\$390.00
Steel Posts/Base Posts for Panel Sign	290 LIN. FT.	\$7.00	\$2,030.00	\$7.00	\$2,030.00	\$7.75	\$2,247.50	\$18.00	\$5,220.00
Traffic Control Devices For Construction	LUMP SUM	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00	\$7,000.00	\$7,000.00
Traffic Control Plan	LUMP SUM	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00
Rumble Strips	320 LIN. FT.	\$1.50	\$480.00	\$3.00	\$960.00	\$2.45	\$784.00	\$7.00	\$2,240.05
Removal of Pavement Stripe	4,710 LIN. FT.	\$1.00	\$4,710.00	\$1.25	\$5,887.50	\$1.40	\$6,594.00	\$2.00	\$9,420.00
Retroreflectorized Painted Markings – 4"	17,795 LIN. FT.	\$0.20	\$3,559.00	\$0.35	\$6,228.25	\$0.40	\$7,198.00 \$7,118.00	\$0.50	\$8,897.50
Retroreflectorized Painted Markings – 8"	245 LIN. FT.	\$1.00	\$245.00	\$1.00	\$245.00	\$1.10	\$269.50	\$1.00	\$245.00
Retroreflectorized Painted Markings – 24"	125 LIN. FT.	\$2.75	\$343.75	\$2.75	\$343.75	\$3.00	\$375.00	\$2.50	\$312.50
Retroreflectorized Painted Right Arrow	3 EACH	\$150.00	\$450.00	\$140.00	\$420.00	\$155.00	\$465.00	\$90.00	\$270.00
		Remove/Reset Panel Sign Steel Posts/Base Posts for Panel Sign Traffic Control Devices For Construction Traffic Control Plan Traffic Control Plan Removal of Pavement Stripe Retroreflectorized Painted Markings – 4" Retroreflectorized Painted Markings – 24" Retroreflectorized Painted Markings – 24" Retroreflectorized Painted Markings – 24"	DESCRIPTION UNIT OF MEASUREMENT Remove/Reset Panel Sign Remove/Reset Panel Sign Steel Posts/Base Posts for 290 Panel Sign Traffic Control Devices For LIN. FT. Traffic Control Plan Traffic Control Plan LUMP SUM Rumble Strips Removal of Pavement Stripe A 710 LIN. FT. Retroreflectorized Painted Markings - 4" Retroreflectorized Painted Markings - 24" Retroreflectorized Painted Markings - 24" Retroreflectorized Painted Retroreflectorized Painted Markings - 24" Retroreflectorized Painted Retroreflectorized Painted	DESCRIPTION UNIT OF MEASUREMENT Remove/Reset Panel Sign Remove/Reset Panel Sign Steel Posts/Base Posts for 290 Panel Sign Traffic Control Devices For LIN. FT. Traffic Control Plan Traffic Control Plan LUMP SUM Rumble Strips Removal of Pavement Stripe A 710 LIN. FT. Retroreflectorized Painted Markings - 4" Retroreflectorized Painted Markings - 24" Retroreflectorized Painted Markings - 24" Retroreflectorized Painted Retroreflectorized Painted Markings - 24" Retroreflectorized Painted Retroreflectorized Painted	DESCRIPTION QUANTITY & UNIT OF MEASUREMENT UNIT AMOUNT PRICE AMOUNT \$40 Steel Posts/Base Posts for LIN, FT. 1 290 LIN, FT. \$1,000.00 \$1,350.00 \$3,00 <td< td=""><td> DESCRIPTION</td><td> DESCRIPTION</td><td>DESCRIPTION QUANTITY & UNIT OUNIT OF MEASUREMENT UNIT OF PRICE AMOUNT UNIT OF PRICE AMOUNT \$450.00 \$400.00 \$1,200.00</td><td> DESCRIPTION QUANTITY & UNIT MACSULEMENT PRICE AMOUNT PRICE A</td></td<>	DESCRIPTION	DESCRIPTION	DESCRIPTION QUANTITY & UNIT OUNIT OF MEASUREMENT UNIT OF PRICE AMOUNT UNIT OF PRICE AMOUNT \$450.00 \$400.00 \$1,200.00	DESCRIPTION QUANTITY & UNIT MACSULEMENT PRICE AMOUNT PRICE A

CONTRACTORS

BID NO. 959

NEW MEXICO JUNIOR COLLEGE

New Mexico Junior College Paving Project

BASE BID

The state of the s	GIACE DAY									
			ENGINEER'S	ESTIMATE	Ramirez &	Ramirez & Sons, Inc.	Constructors, Inc.	tors, Inc.	Armstrong Construction	onstruction
ITEM NO.	DESCRIPTION	QUANTITY & UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT PRICE	AMOUNT
704768	Retroreflectorized Painted Left Arrow	5 EACH	\$145.00	\$725.00	\$140.00	\$700.00	\$155.00	\$775.00	\$90.00	\$450.00
704769	Retroreflectorized Painted Thru Arrow	4 EACH	\$140.00	\$560.00	\$140.00	\$560.00	\$155.00	\$620.00	\$90.00	\$360.00
704770	Retroreflectorized Painted Word "ONLY" 4' x 8'	1 EACH	\$165.00	\$165.00	\$165.00	\$165.00	\$190.00	\$190.00	\$90.00	\$90.00
704771	Retroreflectorized Painted Word "STOP" 4' x 8'	3 EACH	\$160.00	\$480.00	\$150.00	\$450.00	\$165.00	\$495.00	\$90.00	\$270.00
801000	Construction Staking	LUMP SUM	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00
U		TOTAL		\$448,972.75		\$387,566.50		\$399,998.50 \$399,918.50		\$365,878.50
	ACKNOWLEDGED ADDENDUM NO. 1				yes	is	yes	S.	yes	ŏ
	5% BID BOND		ERENY BANCO	ブ	United Fire & Casualty Company	& Casualty pany	CNA Surety	urety	Fidelity & Deposit Company of Maryland	osit Company ryland
	CONTRACTOR'S LICENSE & TYPE	SNAOIT	(16207) 26 (9/3/04)	GINEER	GA01, GA09	GA09	GA98,GB98,GF98,E201, E504,E505,E506,E507	F98,E201, E506,E507	GA98,GB98,GF98	198,GF98

ENGINEER'S CERTIFICATE: hereby Certify that this TABULATION is True and Correct.

Gremy Baker, PE NM No. 16204

Invitation to Bid # 959 NMJC Paving Project **BOARD DOCUMENTS** Date: September 13, 2004 Prepared by: Frank D. Collins Coordinator of Purchasing

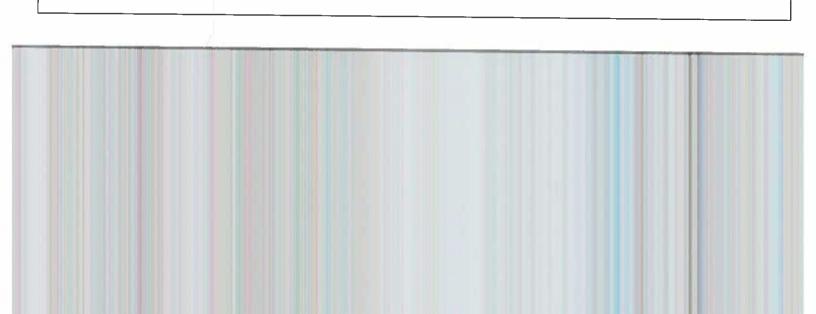
BOARD DOCUMENTS

General Information

1. On August 11, 2004, legal notices were sent out to three newspapers requesting sealed bids for the sealed coating and striping for NMJC parking lots:

Hobbs Daily News Sun Lovington Leader Clovis Journal

- 2. Bid packets were sent to three potential bidders.
- 3. Three bidders submitted bids within the time frame specified by the bid package. Two contractors were present at the bid opening. (Armstrong Construction, Inc. and Constructor's Inc.)
- 4. The Business Office, Maintenance Department, and Pettigrew & Associates have jointly evaluated the bids received. The Administration's recommendation is shown on Page 3.



2

BOARD DOCUMENTS

Evaluation and Recommendations

The bidders responding to the Invitation were: Armstrong Construction, Inc., Hobbs NM, Constructors, Inc., Carlsbad NM, and Ramirez & Sons, Lovington NM.

The Administration recommends acceptance of the bid from Armstrong Construction, Inc. for \$365, 878.00. The bid tabulation is shown on pages 4, 4A, and 4B. The project manual contains the bid specifications and other pertinent information related to the bid.

Sources of Funding:

Plant Funds: Parking Lot Seal Coat/Re-striping Account #: 91513 – 4002 – 76013 – 912

Plant Funds: Circle Drive Project Account #: 91512 - 4002 - 76013 - 912

Plant Funds: Dormitories Account #: 91511 - 4002 - 76013 - 912

Plant Funds: Baseball Field Improvements Account #: 91507 – 4002 – 76013 – 912

Plant Funds: Millen Fence/Landscaping Account #: 91514 – 4002 – 76013 - 912

Amount: \$365,878.00

3

BID OPENING 23 August 2004 10:00 am

BID NO. 959

NEW MEXICO JUNIOR COLLEGE

New Mexico Junior College Paving Project

BASE BID

CONTRACTORS

PAGE 1 OF 3

				***************************************	Ramirez	Ramirez & Sons. Inc.	Constru	Constructors Inc	Armetrong	Armstrong Construction
			ENGINEE	ENGINEER'S ESTIMATE				,	910 1000	Consu acuon
ITEM NO.	DESCRIPTION	QUANTITY & UNIT OF MEASUREMENT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
203000	Unclassified Excavation	4.250 CU. YDS.	\$5.00	\$21,250.00	\$5.00	\$21,250.00	\$5.50	\$23,375.00	\$5.00	\$21,250.00
207000	Subgrade Preparation	23,350 SQ. YD	\$2.00	\$46,700.00	\$1.50	\$35,025.00	\$1.65	\$38,527.50	\$1.50	\$35,025.00
213000	Obliterate Existing Road	<u>4.475.</u> SQ. YD	\$1.50	\$6,712.50	\$0.75	\$3,356.25	\$0.85	\$3,803.75	\$1.00	\$4,475.00
303160	Base Course – 6" Type II	22,265 SQ. YD.	\$6.00	\$133,590.00	\$5.00	\$111,325.00	\$4.95	\$110,211.75	\$3.50	\$77,927.50
303170	Base Course – 7" Type II	855_ SQ. YD.	\$8.50	\$7,267.50	\$6.00	\$5,130.00	\$5.50	\$4,702.50	\$3.70	\$3,163.50
420112	Plant Mix Bituminous Pavement Grade B 2"	<u>22.265 </u>	\$6.00	\$133,590.00	\$5.75	\$128,023.75	\$5.80	\$129,137.00	\$5.00	\$111,325.00
420113	Plant Mix Bituminous Pavement Grade B 3"	855_ SQ. YD.	\$9.00	\$7,695.00	\$8.40	\$7,182.00	\$8.60	\$7,353.00	\$ 7.50	\$6,412.50
609424	Concrete Barrier Curb and Gutter Type B - 6" x 24"	2.350 LIN. FT.	\$14.00	\$32,900.00	\$8.90	\$20,915.00	\$10.50	\$24,675.00	\$15.00	\$35,250.0d
621000	Mobilization	LUMP SUM.	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00	\$27,500.00	\$27,500.00	\$20,000.00	\$20,000.00
701000	Panel, Signs w/Reflective Sheeting	65, SQ. FT.	\$18.00	\$1,170.00	\$18.00	\$1,170.00	\$20.00	\$1,300.00	\$29.00	\$1,885.00

BID NO. 959

NEW MEXICO JUNIOR COLLEGE

New Mexico Junior College Paving Project

GONTRACTORS

PAGE 2 OF 3

BASE BID

						The same of the sa				
\$270.00	\$90.00	\$465.00	\$155.00	\$420.00	\$140.00	\$450.00	\$150.00	EACH	Right Arrow	
		100							Retroreflectorized Painted	'04767
\$312.50	\$2.50	\$375.00	\$3.00	\$343.75	\$2.75	\$343.75	\$2.75	125 LIN. FT.	Markings - 24"	7254
\$245.00	\$1.00	\$269.50	\$1.10	\$245.00	\$1.00	\$245.00	\$1.00	LIN. FT.	Retroreflectorized Painted	ACOMO!
\$8,897.50		9/,118,00	\$0.40					245	Retroreflectorized Painted	704008
	\$0.50	\$7,198.00	50.40	\$6.228.25	\$0.35	\$3,559.00	\$0.20	17.795 LIN. FT	Markings - 4"	/04004
\$9,420.00	\$2.00	\$6,594.00	\$1.40	\$5,887.50	\$1.25	\$4,710.00	\$1.00	4.710 LIN. FT.	Retroreflectorized Painted	
\$2,240.00	\$7.00	\$784.00	\$2.45	\$960.00	\$3.00	\$480.00	\$1.50	LIN. FT.	Removal of Pavement Strine	JOHN THE STREET
41,000.00	11,000,000							320	Rumble Strips	703500
\$3,000,00	\$2,000.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	LUMP SUM		/02800
\$7,000.00	\$7,000.00	90,000	90,000.00						Traffic Control Plan	700000
		\$3.300 OO	\$3 300 00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	LUMP SUM	Construction	702000
\$5,220.00	\$18.00	\$2,247.50	\$7.75	\$2,030.00	\$7.00	\$2,030.00	\$7.00	290 LIN, FT.	Panel Sign	001100
\$390.00	\$130.00	\$1,350.00	\$450.00	\$1,200.00	\$400.00	\$1,350.00	\$450.00	EACH	Steel Posts/Base Posts for	701100
								»	Remove/Reset Panel Sign	701030
TNDOWA	UNIT	TNUOMA	UNIT	AMOUNT	PRICE	AMOUNT	PRICE	QUANTITY & UNIT OF MEASUREMENT	· PESCRIPTION	
Armstrong Construction	Armstrong	Compare archite) IIIC.	College			W O ESTIMATE				ON WALL
			Constru	Ramirez & Sons. Inc.	Ramirez	ENGINEER'S ESTIMATE	ENGINER			

BID OPENING 23 August 2004 10:00 am

BID NO. 959

NEW MEXICO JUNIOR COLLEGE

New Mexico Junior College Paving Project

BID TABULATION CONTRACTORS

PAGE 3 OF 3

BASE BID	

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98,GF98	GA98,GB98,GF98	3F98,E201, E506,E507	GA98,GB98,GF98,E201, E504,E505,E506,E507	GA09	GA01, GA09	GINEER	SERVICE STATES	-	& TYPE **GINEER'S CERTIFICATE:	NGINEER'S O
osit Company ryland	Fidelity & Deposit Company of Maryland	Surety	CNA Surety	on Casually Dany	Company				5% BID BOND	i i
, is	yes	, and the second	yes	S County	yes		NA ANA		ADDENDUM NO. 1	
\$365,878.50		\$399,998.50 \$399,918.50		\$387,566.50		\$448,972.75		TOTAL	AOVIOUR PROPERTY	- (
\$12,000.00	\$12,000.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	LUMP SUM		
\$270.00	\$90.00	\$495.00	\$165.00	3430.00	00.0014	4 100.00		EACH 1	Construction Staking	801000
	ų.	ļo.		2450.00	\$160.00	\$480 00	\$160.00	3	Ward "STOP" 4' x 8'	704771
\$90.00	\$90.00	\$190.00	\$190.00	\$165.00	\$165.00	\$165.00	\$165.00	EACH	Word "ONLY" 4' x 8'	704770
\$360.00	\$90.00	\$620.00	\$155.00	\$560.00	\$140.00	\$560.00	\$140.00	EACH	Thu Arrow	101100
\$450.00	\$90.00	\$775.00	\$155.00	\$700.00	\$140.00	\$725.00	\$145.00	EACH	Arrow Patromflortoired Drived	704768
AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT PRICE	AMOUNT	UNIT	QUANTITY & UNIT OF MEASUREMENT	DESCRIPTION	TIEM NO.
Construction	Armstrong Construction	Constructors, Inc.	Constru	& Sons, Inc.	Ramirez & Sons,	ENGINEER'S ESTIMATE	ENG)		51 er B	4

4B

Gremy Baker, PB NM No. 16204

HOBBS, NEW MEXICO

BID NO. 959___

PREPARED BY

PETTIGREW and ASSOCIATES, P.A.

1110 N. Grimes Hobbs, New Mexico 88240

PROJECT MANUAL

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

Jenemy Baker, P.E. N.M. 1620 P.S. SOUNALES

August, 2004

TABLE OF CONTENTS

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			PAGES
	A	ADVERTISEMENT FOR BID	A-1
	I	INSTRUCTIONS TO BIDDERS	I-1 I-3
	В	CONTRACTOR'S BID	B-1 B-11
	С	INSTRUCTIONS FOR EXECUTING CONTRACT	C-1 C-11
3 8	WR	WAGE RATES	WR-1 WR-22
	SC	SPECIAL CONDITIONS	SC-1 SC-5
	LSP	NEW MEXICO JUNIOR COLLEGE SPECIAL PROVISIONS	SP-1 SP-20

RID	NO.	959
	1100	201

ADVERTISEMENT FOR BIDS

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

Notice is hereby given that sealed bids will be received by the New Mexico Junior College, Hobbs, New Mexico at the office of the Coordinator of Purchasing until 10:00 am (local time) August 23, 2004 for construction of the following project:

New Mexico Junior College Paving Project

at which time and place the bids will be publicly opened and read aloud. The Project is more specifically described as follows:

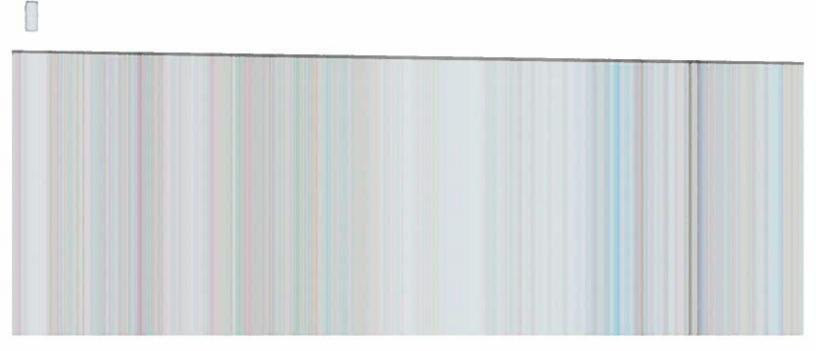
Work includes New Road Construction with Curb & Gutter, New Parking Lot Construction, Signing, Pavement Marking and related work.

Copies of the Plans and Specifications, together with Contract Documents, are available for public inspection or purchase at the office of PETTIGREW and ASSOCIATES, P.A., 1110 No. Grimes, Hobbs, NM 88240.

NEW MEXICO JUNIOR COLLEGE

Advertised:

A-1



INSTRUCTIONS TO BIDDERS

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

1. This Project is located in New Mexico Junior College, and more specifically described as follows:

Work includes New Road Construction with Curb & Gutter, New Parking Lot Construction, Signing, Pavement Marking and related work.

- 2. Copies of the Plans and Specifications, together with Contract Documents, are available for public inspection or purchase (\$20.00 non-refundable) at the office of PETTIGREW and ASSOCIATES, P.A., 1110 No. Grimes, Hobbs, NM 88240.
- 3. Sealed bids will be received by the New Mexico Junior College, Hobbs, New Mexico, at the office of the Coordinator of Purchasing, in accordance with the Plans and Specifications prepared by PETTIGREW and ASSOCIATES, and in accordance with the Special Provisions, and Supplemental Specifications herein contained and by any or all addenda thereto attached. The New Mexico Junior College will not consider bids arriving late, including mail or transport error. Any bids received after the stated closing time will be returned unopened.
- 4. Bids are to be plainly marked and identified on the outside of the envelope by writing the words "Bids for the Construction of", followed by the complete Project Title, and the Contractor's New Mexico License Number and type.
- 5. **CONTRACT TIME:** The contract must be completed as follows:

120 Calendar Days

6. All Bidders are to be licensed in New Mexico by the Construction and Industries Division, and will indicate their current New Mexico Contractor's License Number and Classification on the outside of the envelope.

I-1

INSTRUCTIONS TO BIDDERS

NEW MEXICO JUNIOR COLLEGE

- 7. Resident reference pursuant to Sections 13-1-1 & 13-4-2 NMSA 1978, bidders claiming 5% preference must be certified prior to bid opening. Bidders preference will be taken into consideration, only if the preference number is stated on the Contractor's Bid.
- 8. This project shall be constructed in accordance with the New Mexico State Highway and Transportation Department's 2000 Standard Specifications for Highway and Bridge Construction.
- 9. The Owner reserves the right to waive irregularities in bids, to reject any or all bids or portions thereof. They may accept any bid that in its opinion is in the best interest of the Owner. Contract will be awarded on their decision as to the best bid offered.
- 10. A Certified Check or Cashier's Check, by a bank satisfactory to the New Mexico Junior College or a Bidder's Bond executed by a reliable Corporate Surety Company authorized to do business in the State of New Mexico, in the amount of 5% of his maximum total bid, payable without recourse to the New Mexico Junior College, must accompany the Bidder's Proposal as a Guarantee.
- 11. Before submitting his bid, each bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the work; (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations affecting performance of the work; and (d) carefully correlate his observations with the requirements of the Contract Documents. Failure to examine any of the above will not relieve the bidder of his obligation with respect to his bid.
- 12. All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding documents. Questions received less than ninety-six (96) hours prior to the bid opening will not be answered. Only questions answered by formal written Addenda will be binding.

Bank of America

GRT Billing Separate Paving Project

INFORMATION TO BIDDE

NEW MEXICO JUNIOR COI

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

13. All bids are subject to all applicable taxes. Any contracts that include labor or services require that the full amount be subject to New Mexico Junior College Gross Receipts Tax. Do not include the taxes in the total bid price. Taxes will be added and paid at time of billing.

14. The Bid Form is included in the Contract Documents; additional copies may be obtained from the Engineer.

15. **BID FORMS:**

- Bid Form must be executed in ink or by typewriter.
- b. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- c. Bids by partnerships must be executed in the partnership name and signed by a general partner, his title must appear under his signature, and the official address of the partnership must be shown below the signature.
- d. All names must be typed or printed below the signature.
- e. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- f. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bid.
- g. No bidder shall be interested in more than one bid. Collusion among bidders or submission of more than one bid under different names by any firm or individual shall be cause for rejection of bids without consideration.

BID NO. <u>959</u>

CONTRACTOR'S BID

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

TO: NEW MEXICO JUNIOR COLLEGE HOBBS, NEW MEXICO

The undersigned, as bidder_, declare_ that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, corporation; that _he _ha_ carefully examined the Contract Documents.

All construction shall be in accordance with, and this Contract shall include and the parties hereto shall be bound by all provisions of the following, which are each incorporated by reference as if set forth in full herein: New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2000 Edition, as amended and revised by the Special Provisions, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses Standard Specifications for Highway and Bridge Construction, 2000 Edition and knowledge of its contents.

All construction shall further be in accordance with, and this Contract shall include and the parties hereto shall be bound by, all provisions of the following, which are each attached hereto and incorporated by reference as if set forth in full herein:

- A. Advertisement for Bid
- B. Instruction to Bidders
- C. Contractor's Bid
- D. Bid Bond
- E. Form of Contract

CONTRACTOR'S BID

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

F. Performance Bond			
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	r	Periormance	RODA

- G. Labor and Material Payment Bond
- H. Certificate of Insurance
- I. Statement of Bidder's Qualifications
- J. Special Conditions
- K. Special Provisions
- L. Construction Plans
- M. Addenda

and Addenda on file in the office of the Coordinator of Purchasing, New Mexico Junior College, Hobbs, New Mexico, and ha_ carefully examined the locations, conditions and classes of materials of the proposed work; and agree_ that _he_ will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth for the Project. It is agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided in the Specifications.

NOTE: Unit or Lump Sum Prices must be shown in words and figures for each item listed in this Bid. Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by the other bidders in payment for work done under this Bid.

Accompanying this Bid is a (Certified Check) (Cashier's Check) (Bid Bond) in the amount of
(\$) payable to the order of the Owner, which it is agreed shall be retained
as liquidated damages by the Owner if the undersigned fails to execute the Contract in conformity with
the Form of Contract incorporated in the Contract Documents and furnish bonds as specified within ten
(10) days after notification of the award of the Contract to the undersigned.

CONTRACTOR'S BID

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

The undersigned further.agree_ and pledge_ himself, themselves, that if awarded the Contract ____ will begin work at the site within ten (10) days after the date of written notice to commence work and to complete all work under the Contract within:

120 Calendar Days

unless additional working days or a suspension of the time charged is allowed and also agree to furnish a faithful performance bond containing the terms set out in the form of such bond attached hereto as a part of these Contract Documents.

The bidder/offeror certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

SECTION 1			PAGE 1	OF7
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	AMOUNT BID -IN NUMBERS DOLLARS/CT
	UNCLASSIFIED EXCAVATION			
203000	AT	4,250 CU. YD.	\$	\$
	PER CUBIC YARD			
	SUBGRADE PREPARATION			
207000	AT			
	PER SQUARE YARD	23,350 YDS SQ. YD.	\$	\$
	OBLITERATE EXISTING ROAD			
213000	AT	4,475 SQ. YD.	\$	\$
	PER SQUARE YARD		y 9	
	BASE COURSE - 6" TYPE II			
303160	AT			
	PER SQUARE YARD	22,265 SQ. YD.	\$	\$

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

BID SCHEDULE

SECTION 1			PAGE 2	2 OF 7
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	AMOUNT BID -IN NUMBERS DOLLARS/CTS
	BASE COURSE - 7" TYPE II			
303170	AT	855 SQ. YD.	\$	\$
	PER SQUARE YARD			
	PLANT MIX BITUMINOUS PAVEMENT GRADE B 2"	V		
420112	AT	22,265 SQ. YD.	\$	\$
	PER SQUARE YARD	- 🕻	Ψ	
	PLANT MIX BITUMINOUS PAVEMENT GRADE B 3"	· · · · · · · · · · · · · · · · · · ·		
420113	AT	<u>855</u> SQ. YD.	\$	\$
	PER SQUARE YARD			
609424	CONCRETE BARRIER CURB AND GUTTER TYPE B- 6"x 24"			
	AT	<u>2.350</u> LIN. FT.	\$	\$
	PER LINEAR FOOT			
				B~5

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NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

SECTION 1			PAGE 3	OF 7
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	AMOUNT BID -IN NUMBERS- DOLLARS/CTS
	MOBILIZATION			
621000	AT	LUMP SUM		
	PER LUMP SUM		\$	\$
	PANEL SIGNS W/ REFLECTIVE SHEETING			
701000	AT	65	\$	\$
701000		SQ. FT.	φ	Ψ
	PER SQUARE FOOT			
	REMOVE/RESET PANEL SIGN			-
701030	AT	3		
701030		EACH	\$	\$
	PER EACH			
	STEEL POSTS/BASE POSTS FOR PANEL SIGN			
701100	AT	290 Lin. Ft.	\$	\$
	PER LINEAR FOOT			

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

SECTION 1			PAGE 4	OF 7
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	AMOUNT BID -IN NUMBERS- DOLLARS/CTS
702000	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION AT PER LUMP SUM	LUMP SUM	\$	\$
702800	TRAFFIC CONTROL PLAN AT PER LUMP SUM	1_LUMP SUM	\$	\$
703500	RUMBLE STRIPS AT PER LINEAR FOOT	320 LIN. FT	\$	\$
704000	REMOVAL OF PAVEMENT STRIPE AT PER LINEAR FOOT	4,710 LIN. FT	\$	\$

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

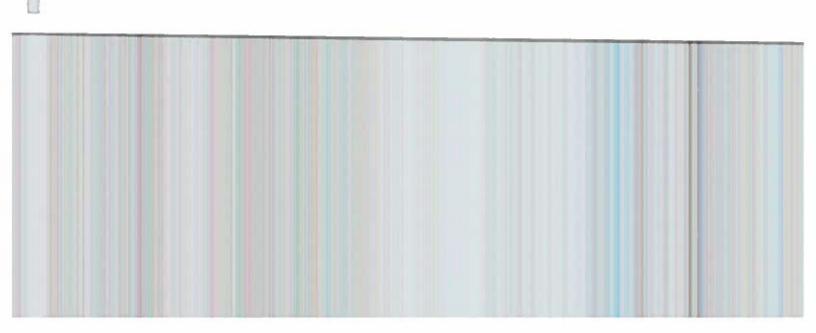
SECTION I			PAGE :	5 OF 7
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	AMOUNT BID -IN NUMBERS- DOLLARS/CTS
704004	RETROREFLECTORIZED PAINTED MARKINGS-4"			
704004	AT	15 505		
	PER LINEAR FOOT	17,795 LIN. FT	\$	\$
704008	RETROREFLECTORIZED PAINTED MARKINGS-8" AT	245 LIN. FT.	\$	\$
	PER LINEAR FOOT			<u> </u>
	RETROREFLECTORIZED PAINTED MARKINGS-24"			
704024	AT	125 LIN. FT.	\$	\$
	PER LINEAR FOOT			

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

SECTION 1			PAGE 6 OF 7			
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	AMOUNT BID -IN NUMBERS- DOLLARS/CTS		
704767	RETROREFLECTORIZED PAINTED RIGHT ARROW AT	EACH	\$	\$		
	PER EACH RETROREFLECTORIZED PAINTED LEFT ARROW					
704768	PER EACH	5 EACH	\$	\$		
	RETROREFLECTORIZED PAINTED THRU ARROW					
704769	PER EACH	EACH	\$	\$		

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

SECTION 1		PAGE 7 OF 7		
ITEM NUMBER	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	ESTIMATED QUANTITY	UNIT BID PRICE -IN NUMBERS- DOLLARS/CTS.	-IN NUMBERS-
	RETROREFLECTORIZED PAINTED WORD "ONLY" 4' x 8' AT			
704770	PER EACH	EACH	\$	\$
	RETROREFLECTORIZED PAINTED WORD "STOP" 4' x 8'			1.00
704771	AT	EACH	\$	\$ _
	PER EACH			
	CONSTRUCTION STAKING			
801000	AT	1		
	PER LUMP SUM	LUMP SUM	\$	\$
		TOTAL AMOU	NT BID \$	
				B-10



CONTRACTOR'S BID

NEW MEXICO JUNIOR COLLEGE

understood that the right is reserved by	nd inclusion in this Bid of the following Addenda No (In submitting this Bid, it is the Owner to reject any or all bids or bids. In the event thirty (30) days after receipt of bids, the bidder will be ion of time is mutually agreed upon
	contained in this bid has been carefully checked and
DATED, 20	
	COMPANY NAME
	BY
	TITLE
	Address
	Contractor's New Mexico License No.
	Type of License
Please return my Bid Guaranty to:	Resident Bidder Preference No.
Name	

INSTRUCTIONS FOR EXECUTING CONTRACT

NEW MEXICO JUNIOR COLLEGE

I,	, certify	
the foregoing Contract on behalf of the Corporation; that said Contract was of its governing body, and is within	he Contractor was thenduly signed for and in behalf	of said f of said Corporation by authority
8		
	Signature and Seal	
If the Contract should be signed by the executed by some other officer of the certificate there may be attached to the as will show the official character and or Assistant Secretary under the corporation.	e corporation, under the corp he Contract copies of so muc d authority of the officers sign	porate seal. In lieu of the foregoing the of the records of the corporation ming, duly certified by the Secretary
The full name and business address signed with his official signature. Plor printed under all signatures to the	lease have the name of the si	inserted and the Contract shall be igning party or parties typewritten
If the Contractor should be operating Contract be not signed by each partne power of attorney evidencing the sign of the partnership.	er, there should be attached to	o the Contract a duly authenticated
If the Contractor should be an indivi- trade name) should be indicated in	the Contract and the Contr	Contractor be operating under such ract should be signed by such in- l be attached to the Contract a duly

FORM OF CONTRACT

NEW MEXICO JUNIOR COLLEGE

STAT	TE OF NEW	MEXIC	0)					
COUI	NTY OF LE	A)					
THIS 20	AGREEM, by an	ENT, M	ADE an	nd en	ntered in	nto this _	day o	f	, A.D.
New	Mexico,	Party		the	First		hereinafter	termed	OWNER, and
			Party o	of the	Second		, County of ereinafter term		of the and State of RACTOR:
(CON	TRACTOR	t), hereby	agrees of certain	with in Im	the said	d Party on ments:	nerewith, the s of the First Part GE PAVING	(OWNER	of the Second Part t) to commence and
	Work incl	ludes Ne	w Con	struc	ction, si	gning,	pavement ma	rking and	l related
at his equipr compl	(or theirs) (nent, tools, :	own prop superinte	er cost ndent, l	and labor	expens, insura	e to fun	nish all the man	aterials, suries and se	eral Provisions; and applies, machinery, ervices necessary to es stated in the Bid
All co shall b	nstruction sloe bound by	hall be in all provis	accord sions of	ance the f	with, a	nd this (g, whicl	Contract shall in are each inco	include and rporated by	d the parties hereto y reference as if set

CONTRACTOR'S BID

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

forth in full herein: New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction, 2000 Edition, as amended and revised by the Special Provisions, which are attached hereto and incorporated by reference as if set forth in full herein. Contractor hereby covenants, warrants, and acknowledges that Contractor possesses Standard Specifications for Highway and Bridge Construction, 2000 Edition and knowledge of its contents.

All construction shall further be in accordance with, and this Contract shall include and the parties hereto shall be bound by, all provisions of the following, which are each attached hereto and incorporated by reference as if set forth in full herein:

- A. Advertisement for Bid
- B. Instruction to Bidders
- C. Contractor's Bid
- D. Bid Bond
- E. Form of Contract
- F. Performance Bond
- G. Labor and Material Payment Bond
- H. Certificate of Insurance
- I. Statement of Bidder's Qualifications
- J. Special Conditions
- K. Special Provisions
- L. Construction Plans
- M. Addenda

and Addenda therefor, as prepared by the **OWNER** each of which has been identified by the endorsement of the **CONTRACTOR** and the **ENGINEER** thereon. All of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to liquidated damages as stipulated in Contract Documents.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date of written notice to do so shall have been given to him, and to complete the same within:

120 Calendar Days

after the date of the written notice to commence work, whichever occurs first.

CONTRACTOR'S BID

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

The CONTRACTOR expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not in estimating the Contract prices demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all monies payable to him hereunder are free from all obligations or any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Party of the First Part, or for the deduction from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of the Contract no preference or discrimination among citizens of the United States shall be made.

FORM OF CONTRACT

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

IN WITNESS WHEREOF, the parties to these presents have executed this AGREEMENT in the year and on the date first above written.

Party of the First Part: OWNER	Party of the Second Part: CONTRACTOR
NEW MEXICO JUNIOR COLLEGE	
HOBBS, NEW MEXICO	
	BY
BY;	Title
	Address
	ATTEST
	Contractor's NM License
ATTEST:	Number:
BY:	
	Type of License
Note: If Contractor is a Corporation, Secretar	ry will attest.

PERFORMANCE BOND

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

KNOW ALL MEN BY THESE PRESENTS:

That as	Principal, hereinafter
called Contractor, and	
called Surety, are held and firmly bound unto a	s Obligee, hereinafter
called Owner, in the amount of	Dollars
(\$) for the payment whereof Contractor and Surety	bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and sever	ally, firmly by these
presents.	
WHEREAS, Contractor has by written ag	with Owner for
in accordance with drawings and specifications prepared by PETTIGREW a 1110 No. Grimes, Hobbs, New Mexico.	
Which Contract is by reference made a part hereof, and is hereinafter referre	ed to as the Contract.

PERFORMANCE BOND

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract,
the Owner having performed Owner's obligations thereunder, the Surety may promptly
remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to Owner for completing THE CONTRACT in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

C-7

PERFORMANCE BOND

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED THIS	_ day of
A.D., 20 IN THE PRESENCE OF:	
	Principal
Witness	By:Title
	Surety
Witness	By:Attorney in Fact

LABOR AND MATERIAL PAYMENT BOND

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

Note: This Bond is issued simultaneously with another Bond in favor of the OWNER conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS;

That	as
Principal, hereinafter called Principal, and	as Surety,
hereinafter called Surety, are held and firmly bound unto	as Obligee, hereinafter
called Owner, for the use and benefit of claimants as hereinbelow defir	ned, in the amount of
Dollars (\$), for the payment whereon	f Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns,	jointly and severally, firmly
by these presents.	
WHEREAS, Principal has by written agreement dated	, entered into a
Contract with Owner for	in
accordance with drawings and specifications prepared by PETTIGREW	and ASSOCIATES, 1110
No. Grimes, Hobbs, New Mexico, which contract is by reference made a p	part hereof and is hereinafter
referred to as the Contract.	

LABOR AND MATERIAL PAYMENT BOND

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct Contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution hereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No such suit or action shall be commenced hereunder by any claimant,
- (a) Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the afore said Project is located, save that such service need not be made by a public officer.

LABOR AND MATERIAL PAYMENT BOND

NEW MEXICO JUNIOR COLLEGE

- (b) After the expiration of one (1) year following the date on which the Principal ceased work on said Contract, it being understood, however, that if any limitation embodies in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a State Court of competent jurisdiction in and for the OWNER or other political subdivision of the State in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this Bond.

SIGNED AND SEALED THISday of	of
A.D., 20 IN THE PRESENCE OF:	
	Principal
Witness	Ву
	Surety
Witness	
	Attorney In Fact

BILL RICHARDSON GOVERNOR

CONROY CHINO SECRETARY

BRUCE BACHELOR DIRECTOR

August 12, 2004

New Mexico Department of Labor Labor and Industrial Division 1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505 Director's Office - (505) 827-6875 Public Works Bureau - (505) 827-6837 / 827-6897 Wage and Hour Bureau - (505) 827-6835 / 827-6898 Student Labor - (505) 827-6830 Fax# - (505) 827-1664

- ☐ P.O. Box 1708, Las Cruces, NM 88004-1708 Wage and Hour Bureau - (505) 524-6195 Fax# - (505) 524-6194
- P.O. Box NN, Carisbad, NM 88221-7537 Wage and Hour Bureau - (505) 885-5072 Fax# - (505) 885-9748
- ☐ 501 Mountain Rd., NE, Albuquerque, NM 87102 Wage and Hour Bureau - (505) 841-8983 Fax# - (505) 841-9317
- 501 Mountain Rd., NE, Albuquerque, NM 87102 Apprenticeship - (505) 841-8989 Fax# - (505) 841-8739

Frank D. Collins NM Jr. College 5317 Lovington Highway Purchasing Hobbs, NM 88240 NOTE: All tiers of contractors bidding more than \$50,000 on a Public Works contract MUST be registered with the Labor & Industrial Division.

A Labor Enforcement Fund Form is at www.dol.state.nm.us
Click on Public Works for this & other forms.

<u>REMINDER TO THOSE PREPARING BID DOCS:</u>
IF BIDS ARE NOT OPENED BY 12/31/04, NEW WAGE RATES <u>MAY</u> BE REQUIRED. CALL 505-827-6897 OR 505-827-6837 FOR ANY QUESTIONS.

RE: LE 04-1221 A NEW MEXICO JUNIOR COLLEGE PAVING PROJECT.

Dear Mr. Collins:

The enclosed wage decision must be used in the contract resulting from the bid opening on this project. 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. Before any work starts, the General Contractor must submit the Notification of Award (with list of subs) and his Statement of Intent to Pay Prevailing Wages. Before subs (including second tier subs) start work, they must have an approved Statement.

Weekly certified payrolls are required on all public works projects, but send <u>only</u> to the General Contractor and the Owner/Contracting Agency (if the owner/contracting agency wants them). The General Contractor must have copies of certified payrolls available to this office within ten days of a written request. Please call one of the numbers above for any questions.

Sincerely,

John Minks, Chief Public Works Bureau

"AN EQUAL OPPORTUNITY EMPLOYER"

WR- 1

BILL RICHARDSON GOVERNOR

CONROY CHINO SECRETARY

BRUCE BACHELOR DIRECTOR



New Mexico Department of Labor Labor and Industrial Division

NOTICE

"PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT"

1596 Pacheco Street, Ste. 105, Santa Fe, NM 87505 Director's Office - (505) 827-6875 Public Works Bureau - (505) 827-6837 / 827-6897 Wage and Hour Bureau - (505) 827-6836 / 827-6898 Student Labor - (505) 827-6830 Fax8 - (505) 827-1664

- P.O. Box 1708, Las Cruces, NM 88004-1708
 Wage and Hour Bureau (505) 524-6195
 Faxë (505) 524-6194
- P.O. Box NN, Carishad, NM 88221-7537
 Wage and Hour Burean (505) 885-5072
 Fax# (505) 885-9748
- 501 Mountain Rd., NE, Albuquerque, NM 87102
 Wage and Hour Bureau (505) 841-8983
 Fax9 (505) 841-9317
- O 501 Mountain Rd., NE, Albuquerque, NM 87102 Apprenticeship - (505) 841-8989 Fax# - (505) 841-8739

"PLEASE NOTE THAT SECTION 13-4D-4.B. STATES"

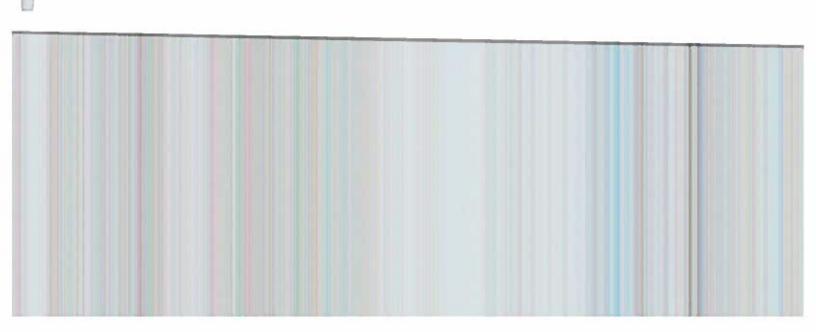
"PUBLIC WORKS CONSTRUCTION PROJECTS, EXCEPT FOR STREET, HIGHWAY, BRIDGE, ROAD, UTILITY OR MAINTENANCE CONTRACTS WITH EMPLOYERS WHO ELECT NOT TO PARTICIPATE IN TRAINING, SHALL NOT BE CONSTRUCTED UNLESS AN EMPLOYER AGREES TO MAKE CONTRIBUTIONS TO APPROVED APPRENTICE AND TRAINING PROGRAMS IN NEW MEXICO IN WHICH THE EMPLOYER IS A PARTICIPANT OR 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."

*NOTE:

FOR A COPY OF THE ABOVE MENTIONED ACT, PLEASE CONTRACT OUR OFFICE AT: (505) 827-6837

"AN EQUAL OPPORTUNITY EMPLOYER"

WR- 2



New Mexico Department of Labor Labor & Industrial Division/Public Works Bureau

1596 Pacheco Street/Suite 105, Santa Fe, NM 87505 (505) 827-6837 or (505) 827-6897 &Fax (505) 827-1664 jminks@state.nm.us or ArleneRodriguez@state.nm.us

Wage Decision # LE 04-1221 A

NOTIFICATION OF AWARD (NOA)

escription and Location of Work:

w Mexico Junior College Paving Project - New road construction with curb & gutter, new parking lot construction, signing, pavement rking and related work. There will be subgrade dirt work done.

5317 Lovington Highway, Business Office; Hobbs (New Mexico Junior College)

EMINDER for agency conducting BID process: If bids are NOT opened by 12/31/04, a NEW wage decision AY be required. Call (505) 827-6897 for questions.

	AY be required. Call (505) 827-6897 for questions.			
	hen the Contract is awarded for this project the Wage Rate Poster <u>NERALPRIME CONTRACTOR</u> . The General/Prime Contractor mus contractors (including 2 nd tier subcontractors) and mail to the address about conducting the bid process. Failure to submit the NOA in a timely orks Minimum Wage Act Policy Manual.	t complete this Form (including ove. If the project is canceled	ng the reverse side listi	ing all of the
	neral/Prime Contractor Company Name:	Lio	ense#:	
П	ldress:City:	State:	Zip:	
ш	lephone:	Fax:		
	Mail Address:			
П	proximate Date Work to Start:			
Ш	timated Completion Date:	<u> </u>		
	timated Cost of Project:			
	d Opening Date:	2		
	te: The General/Prime Contractor MUST mail/fax in their Stateme ch Subcontractor (and all Tiers of subcontractor) MUST also mail/fix: General/Prime Contractor before they start work. After work of scontractors and all tiers of subcontractors must mail/fax (through the start work).	ent of Intent to Pay Prevaili ax their Statement of Intent to the project is completed	o Pay Prevailing Wag	ges through
	gnature for General/Prime Contractorinted Name			
	ate			

WR- 3

SUBCONTRACTOR LIST

lease include 2nd & 3rd tier subcontractors. Use copies if necessary for longer lists of subs. List ıly contractors actually involved in construction, renovation or demolition on the job site. You do ot need to list suppliers or professional services companies (such as surveyors). Vage Dec. # LE 04-1221 A mpany Name: State: Mail Address: License No.: one No.:_ Fax No.: 2ND TIER 3RD TIER Sub Please Check One ork to be performed: mpany Name: Idress: City:_ State: Mail Address: License No.: one No.: 2ND TIER Fax No.: 3RD TIER Please Check One ork to be performed: mpany Name: ldress: City: State: Mail Address: License No.: one No.: 2ND TIER Fax No.: Sub 3RD TIER Please Check One ork to be performed: mpany Name: dress: City: State: Zip: Mail Address: License No.:_ one No.: Fax No.: 2ND TIER 3^{RD} TIER Sub Please Check One ork to be performed: mpany Name: dress: City: Zip: State: Mail Address: License No.:_ one No.:_ Fax No.: 2ND TIER 3RD TIER Sub Please Check One ork to be performed:

New Mexico Junior College LEA Stratzool equestra in we decision. LE 04-1221A Bescription of Work: New Mexico Junior College Paving Project - New road construction with curb & gutter, new parking to construction, signing, paverment marking and related work. There will be subgrade dirt work done, the construction, signing, paverment marking and related work. There will be subgrade dirt work done, the construction, signing, paverment marking and related work. There will be subgrade dirt work done, the construction, signing, paverment marking and related work. There will be subgrade dirt work done, the construction is also responsible for having all subcontactors denied by the project work is completed work before any work completed Statements of the project of the project work is completed by the statement of the project work is completed by the statement of the project work is completed but BEFORE the final payment. The office statement of work the project work is completed but BEFORE the final payment. The office that conductes he bid process MUST forward this entire wage decision package to the GeneralPrime Contractor work is completed but BEFORE the final payment. The contractor work is completed but BEFORE the final payment. The office that conducts he bid process MUST forward this entire wage decision package to the GeneralPrime Contractor work is completed but BEFORE the final payment. The office that conducts he bid process MUST forward this entire wage decision package to the GeneralPrime Contractor work is completed but BEFORE the final payment. The office that conducts he bid process MUST forward this entire wage decision package to the GeneralPrime Contractor work is completed but BEFORE the final payment. Separate by the full final payment is required by the Fublic Works Minimum Wage Act, and fallure to post it may require the contractor and lower the formation of the part of the contractor and payment in the payment is the final payment. Be paid in contractor and payment in the payment is th	Contracting Agency/Owner	Project County	Decision Date	Decision Expires for Bids	NM Wage Decision #	Construction Type(s)
		LEA	8/12/2004	December 31, 2004 - Call # above to check status before requesting new decision.	LE 04-1221 A	A-Street, Highway, Utility, Lt Engineering
	New Mexico Junior Coll	ege Paving Project -	New road	construction with cu	rb & gutter,	new parking
		, pavernerit marking a	and relate	d work. There will be	subgrade d	irt work done
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	15					

"A" - Street, Highway, Utility or Light Engineering

January 1, 2004

nd F

Trade Classification	Base Rate per hour	Fringe Rate
Bricklayer, Blocklayer, Stonemason	9.71 No 02 data	per hour
Carpenter/Lather	12.23	.26 (No 02 data)
Cement Mason	11.80	0.44 0.26
Ironworker	17.91	6.03
Painter (Brush/Roller or spray)	13.56	0.44
Electricians		0.77
Groundman (Outside)	18.64	3.15
Equipment Operator (O/S)	21.46	3.15
Lineman/Wireman or		
Tech (Outside)	22.05	3.15
Cable Splicer	23.23	3.15
Plumber/Pipefitter	21.38	4.33
Operators		
Group I	12.97	0.26
Group II	13.17	0.26
Group III	13.75	0.26
Group IV	13.77	0.26
Group V	13.77	0.26
Group VI	13.92	0.26
Group VII	13.97	0.26
Group VIII	14.12	0.26
Group IX	14.62	0.26
Group X	15.42	0.26
aborers		
Group I	9.95	0.35
Group II	10.25	0.35
Group III	10.65	0.35
ruck Drivers		0.00
Group I	10.53	0.26
Group II	10.73	0.26
Group III	10.93	0.26
Group IV	11.13	0.26

Note: Subsistence and Incentive do not apply on "A" rates as per Rules & Regulations.

LABOR CLASSIFICATION GROUPS TYPE "A" CONSTRUCTION PAGE 1

GROUP I - (Unskilled):

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

GROUP II - (Semi-skilled):

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

GROUP III - (Miscellaneous):

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

EQUIPMENT OPERATOR CLASSIFICATION GROUPS

GROUP I:

Concrete Paving Curing Machine

GROUP II:

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

GROUP III:

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

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EQUIPMENT OPERATORS CONT'D. PAGE 2

GROUP IV:

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

GROUP V:

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

GROUP VI:

Concrete Paver Mixer; Hoist (2 drums & over); Side Boom; Traveling Crane; Piledriver; Backhoe, Clamshell, Dragline, Gradall, Shovel (3/4 CY to 3 CY); Cranes (Crawler or Mobile) 20 Ton to 40 Tons; Front End Loader (Over 10 CY); Mixer; Concrete (over 1 CY); Mechanic and/or Welder.

EQUIPMENT OPERATOR CLASSIFICATION GROUPS

GROUP VII:

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

GROUP VIII:

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

GROUP IX:

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

EQUIPMENT OPERATOR CONT'D. PAGE 3

GROUP X:

Pipemobile Operator; Mole Operator.

TRUCK DRIVER CLASSIFICATION GROUPS

GROUP I:

Pick-up truck ¾ ton or under; Warehouseman; Dump Truck (under 8 cubic yards); Flatbed (1 ½ ton or under).

GROUP II:

Dump truck (8 - 16 cy); Tank Truck (under 6,000 gals.); Flatbed (over 1 ½ ton).

GROUP III:

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

GROUP IV:

Diesel-powered Transport; Lowboy; Heavy Equipment.

BILL RICHARDSON GOVERNOR

.

CONROY CHINO SECRETARY

BRUCE BACHELOR DIRECTOR



New Mexico Department of Labor Labor and Industrial Division

1596 Pachece Street, Ste. 105, Santa Fe, NM 87505 Director's Office - (505) 827-6875 Public Wurks Bureau - (505) 827-6837 / 827-6897 Wage and Hour Bureau - (505) 827-6835 / 827-6898 Student Lubor - (595) 827-6830 Fans - (505) 827-1664

P.O. Bex 1708, Las Cruces, NM 85004-1708
 Wage and Heur Burenu - (505) 524-6195
 Fant - (505) 524-6194

P.O. Bex NN, Carlabad, NM 88221-7537
 Wage and Hour Bureau - (505) 885-5072
 Faul - (505) 885-9748

S01 Mountain Rd., NE, Albuquerque, NM 87102
 Wage and Henr Burezu - (S05) 841-8983
 Fax# - (S05) 841-9317

501 Mountain Rd., NE, Alboquerque, NM 87102
 Apprenticeship - (505) 241-2929
 Faxd - (505) 241-2739

PERTINENT INFORMATION IN ACCORDANCE WITH THE NM PUBLIC WORKS MINIMUM WAGE ACT

Part of the job of the Public Works Bureau is to insure compliance with 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 NOA (Notification of Award) and the Statement of Intent to Pay Prevailing Wages must be completed and sent back together to this office by the General Contractor. The NOA (Notification of Award) must also include the list of Subcontractors. A Statement of Intent to Pay Prevailing Wages is required from each construction contractor before they start work on any State or locally funded construction project costing a total of \$20,000 or more. Every contractor (general, sub, second tier, etc.) must pay those rates through weekly payments and payroll. Certified payrolls for all work in June must be sent to this office by the end of July for the annual wage survey.

Notice to All Public Works Contractors

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 journeymen and apprentices. A monthly apprenticeship contribution compliance form and check (either for this office or an approved apprenticeship program) is required. After a contractor completes work on a project, but before his final payment, an Affidavit of Wages Paid must be completed and sent to this office – through the General Contractor.

Each employee must receive the full base rate per hour for all hours worked in the job classification(s) he/she worked, regardless of the qualifications of license held. The only exception is for workers with a current certification in approved apprenticeship programs. He/she must also receive the full benefit of the fringe rate, but that amount may be paid in one of several ways. The entire rate may be paid in cash by just adding it to the base 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 (e.g., an OSHA safety program). 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 payments to insure total compliance. For instance we may need to see exactly how much a company paid into a pension plan or a health benefits plan for specific employees. We may also need to see exactly how much was paid into an approved apprenticeship program for specific people.

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 ten dollars (\$10.00) 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. Usually a phone call ((505) 827-6837 or 6897) or e-mail (iminks@state.nm.us) will be enough, but failure to ask could result in assessment of the penalty. Again this bureau is tasked with keeping all contractors in compliance with the Act. We will work with you to help you.

John Minks, Chief Public Works Bureau

Minks

3/13/03

"AN EQUAL OPPORTUNITY EMPLOYER"

WR- 10

BILL RICHARDSON GOVERNOR

CONROY CHINO SECRETARY

BRUCE BACHELOR DIRECTOR

June 16, 2003



New Mexico Department of Labor Labor and Industrial Division

1596 Pacheco Street, Sts. 105, Santa Fe, NM 87505 Director's Office - (505) 827-6875 Public Works Bureau - (505) 827-6837 / 827-6897 Wage and Hour Bureau - (505) 827-6835 / 827-6898 Student Labor - (505) 827-6836 Fand - (505) 827-1664

- Q P.O. Bex 1708, Les Cruces, NM 88004-1768 Wage and Heur Bureau - (505) 524-6195 Fax8 - (505) 524-6194
- P.O. Box NN, Carished, NM 88221-7537
 Waps and Hour Bureau (505) 885-5072
 Fax8 (505) 885-9748
- 501 Mountain Rd., NE, Albuquerque, NM 87102
 Wage and Hour Burenu (505) 841-8983
 Fand (505) 841-9317
- 501 Mountain Rd., NE, Allonquerque, Nhd 87102
 Apprenticeship (505) 841-8389
 Fau8 (505) 841-8739

To All New Mexico Public Works Construction Project Contractors

Note: General Contractors must pass this information to subcontractors!

Dear Sir or Madam:

On June 4, 2002 I generated a letter that said "Until the disagreement over payments to out-of-state programs in addition to payments to the NM Apprenticeship and Training Fund is resolved, a company may make required payments to the out-of-state program if that program is approved by the US DOL Bureau of apprenticeship and Training. Only one payment will be required, but...." The New Mexico Office of the Attorney General NOW advises that payments to the New Mexico Apprenticeship and Training Fund must be made by all out-of-state contractors.

Effective immediately we will expect those payments along with statements listing our wage decision number and the contractor name by the 15th of the month following the reporting period. Payments are due for all hours in each trade a company has on the job site that has a contribution rate on the State wage decision. These payments are for the hours worked by both journeymen and apprentices, regardless of whether the company has apprentices or not. If the program has both Federal and State funding, the payments are required. Only when the project has all Federal funds, is the project exempt. On State Street, Highway, Utility and Light Engineering projects where there are no contribution rates, apprenticeship payments do not apply. On the few projects with two types of construction, the contributions do apply for the work under the type construction with contribution rates. Failure to pay apprenticeship contributions is a violation of the Apprentice and Training Act and may result in penalties.

Please call or email me at (505) 827-6837 or <u>jminks@state.nm.us</u> with any questions.

Sincerely,

John Minks, Chief

Public Works Bureau

Cc Bruce Bachelor, Director

Shawn Brown, Assistant Attorney General

WR- 11

6. 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.

7. 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 over time rate is $12 \times 1.5 + 2$ or 18 + 2 = 20.

8. If an employee works in more than one job classification, how is pay computed?

The payroll must have a line entry for each job classification along with the hours worked in that classification and the appropriate rate of pay.

9. How can I file a wage claim?

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

10. 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.

CHECK OUT THE DOL WEB SITE FOR VALUABLE INFORMATION.

WWW.dol.state.nin.us Click on Employer Services and Public Works. Find a request for a wage decision (contracting agencies, architects and engineers only may submit with this), a list of many of the public works projects currently up for bid, forms mentioned earlier, current wage rates (good for advertising but not for the contracts—you need an official WD), a set of the Public Works Rules & Reps. etc.

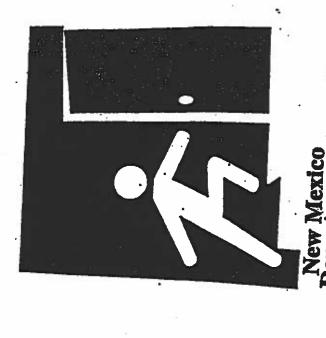
General Questions on Public Works and annual wage survey: call John Minks (505) 827-6837; jminks@state.nm.us; Questions on Wage Rate Decisions; call (505) 827-6897; aRodriquez@state.nm.us Questions on certified payrolls: call 827-6846 or 827-6843.

call 827-6839.
Questions on Statement of Intent to Pay Prevailing Wages, Affidavit of Wages
Paid, etc.: call 827-6843.

Fax number for Public Works Bureau: (505) 827-1664.

General Questions on Apprenticeship: call (505) 841-8989.

Public Works Construction



Bill Richardson Governor

Conroy Chino Secretary Labor & Industrial Division Bruce Bachelor Director

racting Agency/Owner	Project County	Decision		NM Wage	Construction
	1 Toject County	Date	Decision Expires for Bids	Decision #	Type(s)
Mexico Junior College ription of Work:	LEA	8/12/2004	December 31, 2004 - Call # above to check status before requesting new decision.	LE 04-1221 A	A-Street,Highwa Utility,Lt Engineering
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construction, signif	ig, pavement markir	ig and relate	d construction with co	e subgrade	dirt work don
inder for those preparing bio	d documents: If bids will not o	non hefom Docon	nha-24 2004		
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New Mexico Department of Labor, Public Works Bureau Call/email John Minks for questions (505) 827-5837 or jminks@state.nm.us

	Highway, Utility January 1, 2	004	neering		
	Trade Classification	Base Rate	Fringe Rate	 	
Reminder: Pay Workers	Bricklayer,	Pet Hout	per hour		
for work done, even if	Blocklayer.				
more than one class.	Stonemason	9.71	0.00		
	Carpenter/Lather	12.23	0.26		
	Cement Mason	11.80	0.26	 	
	Ironworker	17.91	B.03	 	(1)
	Painter				
	(Brush/Roller or	ļ			1
	spray)	13.56	0.44	1	-
	Electricians			<u> </u>	
	Groundman				
	(Outside)	18.64	3,15		A
	Equipment				
	Operator (O/S)	21.46	3.15		
	man or Tech				
_	(Outside)				1
		22.05	3.15	<u></u>	
	Cable Splicer	23.23	3.15		
	Plumber/Pipe-				+
	fitter	21.38	4.33	1	i
	Operators				
	Group I	12.97	0.26		
	Group II	13,17	0.26		
	Group I/I	13.75	0.26		
	Group V	13.77	0.26	53	
- 7	Group VI	13.77	0.26		
	Group VII	13.92	0.26		
	Group VIII	13.97	0.26		
	Group IX	14.62	0.26		
	Group X	15,42	0.26		
		19.44	0.26		
	aborers				
	Group I	9.95	0.35		
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· -	Group III	10.65	0.35		
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	Group!	10.53	0.26		
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	Please keep this memo handy for reference & pass on to contractors. Architects, engineers & purchasing gents can request wage decisions on the web & others will find essential forms. Log on to the DOL web page t www.dol.state.nm.us. Scroll down to Public Works. For the wage request form, see Wage Decision Form. new Statement of Intent to Pay Prevailing Wages, an Affidavit of Wages Paid, a suggested payroll form with Certification, an Apprenticeship Contribution Compliance Form and the Contractor Registration Form are vailable. Contractors MUST be registered with the Labor & Industrial Division in order to bid on ontracts over \$50,000 on public works construction projects. A list of all the registered contractors with neir registration numbers & their date of registration expiration is also there. If there are questions that are not odriguez at 827-6897 & ArleneRodriguez@state.nm.us
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l	WR- 14

NEW MEXICO DEPARTMENT OF LABOR PUBLIC WORKS BUREAU

MEMORANDUM

Date:

August 21, 2000

To:

Whom It May Concern

From:

John Minks, Chief Public Works Bureau

Subject:

NEW PAYROLL POLICY

Under the new certified payroll policy for public works projects, contractors are not to send in payrolls to this office, <u>unless</u> we have <u>specifically requested</u> them or the work being done is in <u>June</u>; at which time, we need all <u>June payrolls ONLY</u> to conduct our <u>annual survey</u>.

This new policy does not change the requirement of having the payrolls sent in to the owner or contracting agency. The owner has the option of acquiring them when they are needed. The general contractor should require copies of certified payrolls from all of its subs. The general contractor is also responsible for the project and should not make payment to a sub until the contractual requirements have been met. Those requirements include proper trade classifications and pay rates for all employees.

A NOTIFICATION OF AWARD (NOA) and a STATEMENT OF INTENT TO PAY PREVAILING WAGES form is required from the general contractor on every public works project before any work starts. An approved AFFIDAVIT OF WAGES PAID form is needed after work is completed, but before final payment. If a project is a B, C, or H project, we will also need a MONTHLY APPRENTICESHIP CONTRIBUTION FORM sent in to us. This Apprenticeship Contribution form is to be sent in by the 15th of each month. Please visit us on the internet at WWW. DOL. STATE.NM.US. Go to Employer Services, then to Public Works and you will find all these forms on the internet.

Please feel free to call us at the Public Works Bureau at 827-6837 if you have any questions. Enclosed are blank copies of the forms mentioned above for your convenience.

NEW MEXICO DEPARTMENT OF LABOR LABOR AND INDUSTRIAL DIVISION SANTA FE OFFICE

MEMORANDUM

Date:

March 18, 2004

To:

Public Works Construction Project Contractors

From:

Bruce Bachelor, Director

Labor and Industrial Division

Subject:

Pay for Unqualified Workers

Effective immediately the June 4, 2002 memorandum on the same subject is rescinded. That memorandum established what has become known as the two-hour rule.

To clarify, apprentices must only work in the trade to which they are indentured. Wage rates for all work performed must be paid in accordance with Employment Law, Sections 50-4-1, 50-4-2, 50-4-4, NMSA 1978 and the Public Works Minimum Wage Act, Sections 13-4-10 thru 13-4-17, NMSA 1978, as applicable.

If you have any questions, please call (505) \$27-6808 or e-mail BLBachelor@state.nm.us

LABOR ENFORCEMENT

NEW MEXICO DEPARTMENT OF LABOR LABOR AND INDUSTRIAL DIVISION APPLICATION FOR PUBLIC WORKS

CONTRACTOR REGISTRATION

All applications must be accommanied by 5200 payable to the "LABOR ENFORCEMENT FUND"

Do Not Send Cash

Send to: Labor Enforcement Fund PO Box 27679 Alb., NM 87125-7679

			136
Street Address	City	State	Zip Code
	rea Code / Telephone N	umber / Fax Numb	per
	E-Mail Ad	ldress	
	3.		
Primary CID Licen	se Number Printe	d Name of First Qu	alifying Party
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Labor Enforcement Fund

LABOR

News Release June 10, 2004

Quick Find

FOR MORE INFORMATION:

Contact: John Minks 505.872.6837

New Mexico Department of Labor Labor and Industrial Division Public Works Bureau 1596 Pacheco St Santa Fe, NM 87502

General Information on Contractor Registration

The Labor Enforcement Fund form for contractor registration is the result of House Bill 471 that amended the Public Works Minimum Wage Act. Effective May 19, 2004, it requires all contractors to register with the Labor and Industrial Division if their bids for public works contracts (for both general contractors and subcontractors) are \$50,000 or more. The Attorney General's Office has granted TEMPORARY relief that bids may be accepted from un-registered contractors CONTINGENT upon registration prior to signing a public works project contract. That relief will end July 1, 2004. After that, a contractor (or sub) must have already registered in order to bid a public works job that's over \$50,000. Once a contractor is registered, he may bid as many public works projects as he likes for the 365 days of that registration. If he's working on several when the registration expires, he just keeps working. If he wants to bid new projects after the expiration, he must have re-registered. For the time being, registration is only by mailing a completed Labor Enforcement Fund Form to the post office box on the form along with a check for \$200. Names of registered contractors will be posted on the DOL web page at www.dol.state.nm.us under Public Works. Furthermore, if an email address is provided on the form, a certificate of registration with a contractor registration number will be sent by email. If there's no email address, the certificate will be mailed several days later. There's a policy manual in the works that will be posted on the same web page as soon as possible.

The amendment states that all funds collected will be used by the Labor and Industrial Division strictly to enforce the Public Works Minimum Wage Act. In other words, we will use the funds to fund improved compliance from all contractors.

Updated: 06/24/2004 16:57:58

<u>Top</u> Public Works



Send comments or questions regarding

WR- 18

http://www.dol.state.nm.us/dol news pw6-10-04.html

6/25/2004

NOTICE: This new supplement to the Public Works Minimum Wage Act should be included in all bid documents until further notice.

13-4-13.1

2004 SUPPLEMENT

13-4-14.2

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

A. Except as otherwise provided in this subsection, a contractor or subcontractor that submits a hid valued at more 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 1973] shall be registered with the labor and industrial division of the labor department. All tiers of subcontractors shall be subject to the requirements of this subsection. Bidding documents issued or released by a state agency shall include notification that the contractor or subcontractor is required to register 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 contractor that does

not provide proof of required registration for itself or its subcontractors.

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

History: Laws 2004, ch. 89, § 1.

Effective dates. — Laws 2004, ch. 89 contains no affective date provision, but, pursuant to N.M. Const.,

art. IV, § 23, is effective May 19, 2004, 90 days after adjournment of the legislature.

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.

History: Laws 2004, ch. 89, \$ 2.

Effective dates. — Laws 2004, ch. 89 contains no effective date provision, but, pursuant to N.M. Const.,

art. IV, \S 23, is effective May 19, 2004, 90 days after adjournment of the legislature.

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.

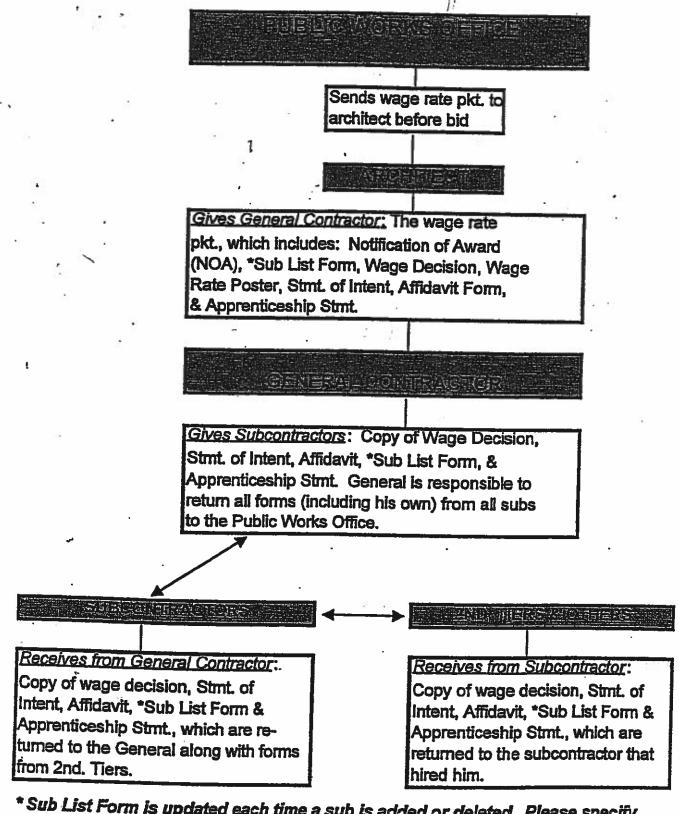
History: Laws 2004, ch. 89, § 3. Effective dates. — Laws 2004, ch. 89 contains no effective date provision, but, pursuant to N.M. Const.,

art. IV, § 23, is effective May 19, 2004, 90 days after $WR\!=\!19$ adjournment of the legislature.

NOTICE!

UPON RECEIPT OF THIS PUBLIC WORKS WAGE DECISION, THE REQUESTING AGENT MUST FOLLOW THESE STEPS:

- 1) INCLUDE THE WAGE DECISION IN BID DOCUMENTS:
- 2) FORWARD THE REST OF THIS PACKAGE (INCLUDING THIS NOTICE) TO THE CONTRACTOR SELECTED;
- 3) INSURE THAT THE GENERAL CONTRACTOR FORWARDS;
 - a) THE COMPLETED NOTIFICATION OF AWARD TO OUR OFFICE ALONG WITH THEIR STATEMENT OF INTENT TO PAY PREVAILING WAGES (Before Work Starts);
 - b) COMPLETED STATEMENTS OF INTENT FOR SUBS & 2ND TIER SUBS;
 - c) MONTHLY APPRENTICESHIP
 CONTRIBUTION STATEMENT FORM
 EACH SUB & 2ND TIER SUB (On General
 Building, Residential & Heavy Engineering
 Projects); and
 - d) COMPLETE AFFIDAVIT OF WAGES PAID (After Work Completed & BEFORE FINAL PAYMENT) From Each Sub/2nd Tier.



NOTICE!!!

TO ALL CONTRACTORS AND PAYROLL CLERKS.

CERTIFIED PAYROLLS FOR WORK IN JUNE EACH YEAR MUST BE SENT IN TO THE ADDRESS BELOW BY JULY 31st NO LATER THAN 5:00 PM:

PUBLIC WORKS BUREAU 1596 PACHECO ST, STE 105 SANTA FE, NM 87505

THANK YOU,

PUBLIC WORKS BUREAU!!

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

- SC-1: SPECIAL CONDITIONS: These special conditions take precedence over specifications and the GENERAL CONDITIONS.
- SC 2: RIGHT-OF-ENTRY-AND-INSPECTION-OF-WORK: All authorized personnel of the NEW MEXICO JUNIOR COLLEGE shall have the right to visit the site and inspect the work and materials. The Contractor shall furnish reasonable facilities for obtaining such information as necessary to determine the progress and manner of the work and character of materials being used.
- SC 3: PUBLIC UTILITIES: The Contractor shall be responsible for the destruction of, or damage to, all existing structures, pipelines, conduits and cables; and he shall use all reasonable measures and precautions to protect such properties and maintain or replace them in as good condition as they were prior to the construction operations.
- SC 4: FENCES, BUILDINGS: Where it becomes necessary to work in easements that have been improved with fences, buildings, walks or drives, or where construction, although on public right-of-way, is close enough to cause damage to such structures, on completion of the construction, the Contractor shall replace the fence, buildings, walks, curb and drives at no additional cost to the Owner, leaving all in the original condition as found.
- SC 5: INSTALLATION:
 - A. <u>Handling</u>: Materials shall be handled in such a manner as to insure their delivery to the job in sound and original condition.
- SC 6: GUARANTEE:
 - A. Units shall be guaranteed for a period of one year from date of final acceptance against defective materials, design and workmanship. Upon receipt of notice from the Owner of failure of any part of the guaranteed equipment, the Contractor shall promptly replace the defective parts at his own expense.

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

- SC 7: DRAWINGS: The data given herein and on the drawings is as exact as could be secured, but extreme accuracy is not guaranteed. Discrepancies occurring between the work covered by this section shall be immediately reported to the Engineer, and he will issue written instructions for any changes or any clarifications.
- SAFETY: The Contractor shall at all times exercise reasonable precautions for the SC - 8: safety of employees on the work, bystanders or observers of the project, engineering personnel and inspectors, and shall comply with all applicable provisions of the State and Municipal Safety Laws and Building Construction Codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with State or Municipal laws or regulations. The Contractor shall, at his own expense and without further other order provide, erect and maintain at all times during the progress or temporary suspension of work, suitable barricades, fences, signs or other adequate protection and shall provide, keep and maintain such flashing lights, danger signals and watchmen as may be necessary or as may be ordered by the Engineer to insure the safety of the public as well as those engaged in connection with the work. All barricades and obstructions shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and be reflectively sheeted to increase their visibility at night.
- SC 9: STORAGE OF MATERIALS: The Contractor shall not be permitted to store materials used for construction in the right-of-way or on private property adjacent to the construction site.
- SC 10: EXAMINATION OF PLANS, SPECIFICATIONS AND SITE: The offering of a bid shall serve as prima facie evidence that the bidder has visited the site of the proposed project, and has satisfied himself that the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the proposed contract are reasonably accounted for in his bid.
- SC 11: DISPOSAL OF EXCESS MATERIAL: Excess material taken from the project site shall be disposed of by the Contractor at a site determined by the Owner.

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

- SC 12: ORDER OF WORK: The Contractor shall start the work at such points on the project as the Engineer may direct and shall progress from point to point as directed by the Engineer. Contractor shall make any reasonable effort required to coordinate his activities with other Contractor's and Owner's staff that may be working in this or adjacent areas.
- SC 13: FEES AND CODES: The Contractor shall pay all costs for any and all fees and/or work permits required in connection with the work. All materials supplied and work performed by the Contractor shall be in accordance with all State and local codes and/or ordinances governing such material and work.
- SC 14: NOTICE OF COMPLETION: When the Contractor is satisfied that work and cleanup is completed, he shall issue the notice of completion to the Owner's authorized representative. The notice of completion shall include the request for final inspection with date and time given.
- SC-15: FINAL INSPECTION WITH OWNER'S REPRESENTATIVE: The Owner's representative will respond to the notice of completion by the Contractor and shall appear at the given time for a tour of the project with the purpose of making it the final inspection. Any inconsistencies to the specifications shall be noted by the Owner's representative, and a written copy of corrections shall be given to the Contractor.
- SC 16: ACCEPTANCE OF THE PROJECT: The Owner may accept the project even though the corrections on the final inspection have not been made by the Contractor. In such a case, there will be deductions for the uncompleted or corrected work based on previous provisions of these specifications. Such deductions shall be made from the final payment.
- SC 17: RECORD DRAWINGS PLAN ACCEPTANCE: It will be the responsibility of the Owner to complete any RECORD DRAWINGS for this project. Contractor shall supply to the Owner's representative any additional information needed to complete the plans for Record Drawings Condition.

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

- SC 18: INSPECTION OF WORK IN PROGRESS: The Owner's authorized representative shall be responsible for inspection of the Contractor's work while such work is in progress. A representative shall bring to the attention of the Contractor any work which does not meet the specifications of this contract, and the Contractor shall correct such work as brought to his attention.
- SC 19: CONTRACT TIME AND PROJECT COMPLETION: All work must be complete within:

120 Calendar Days

from the effective date of the "Notice to Proceed".

- SC 20: SHOP DRAWINGS: Shop drawings and material certifications shall be submitted to the Engineer for review. All such information shall be submitted prior to use. Five copies are required, of which three will be returned and two held for Engineer's files.
- SC 21: TESTING: The Owner will pay for the first test required regardless of whether it fails or meets the specifications. The Contractor shall pay for all retests including the final retest showing results meeting the specifications. The Contractor shall provide the Owner 24 hours notice of any testing required. Any item installed without being tested or certified shall be removed and replaced at Contractor's expense.
- SC 22: SURVEYING: The contractor will be responsible for construction staking.

 Construction Staking must be performed by a surveyor licensed in the State of New Mexico. Engineer will provide project control staking.
- SC 23: TRAFFIC CONTROL: The contractor is required to develop a Construction Traffic Control Plan in accordance with the latest version of the Manual On Uniform Traffic Control Devices relative to his plan of work. This plan shall be submitted to the Engineer for approval at least one week prior to beginning work. All construction traffic control devices, maintenance, and implementation required by such plan shall be the responsibility of the Contractor. Traffic Control Plan shall include provision for public notification of traffic status by such means as newspaper, radio public service announcements, school flyers at NMJC, and an electronic message board. This work shall be considered incidental to Item 702000 Traffic Control Devices for Construction.

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LIST OF SUBCONTRACTORS: Each contractor shall submit a list of proposed subcontractors to be used on the project with the Bid. This information will be reviewed for the apparent low bidder. If the contractor desires, the list of subcontractors may be submitted in a sealed envelope. If the contractor is not the apparent low bidder, the subcontractor may request the list to be returned, and it will be returned unopened.

In addition, if a subcontractor's work to be constructed in the project is greater than \$5,000.00 or one-half of one percent of the total project cost, whichever is greater, each bidder shall in his bid furnish:

A. The name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold.

SPECIAL PROVISIONS

NEW MEXICO JUNIOR COLLEGE

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Modifying Section 101	-Abbreviations, Symbols, Terms and Definitions
Modifying Section 102	-Bidding Requirements and Conditions
Modifying Section 103	-Award and Execution of Contract
Modifying Section 104	-Scope of Work
Modifying Section 105	-Control of Work
Modifying Section 106	-Control of Materials
Modifying Section 107	-Legal Relations, Environmental Requirements and
	Responsibility to Public

Modifying Section 108 -Prosecution and Progress
Modifying Section 109 -Measurement and Payment

MODIFYING <u>SECTION 101- ABBREVIATIONS, SYMBOLS, TERMS AND CONDITIONS</u>

NEW MEXICO JUNIOR COLLEGE

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101.2 Owner

Contract administration shall be the responsibility of the New Mexico Junior College. The State requirements and specifications will apply except as noted in the amendments listed herein.

Contract

Paragraph 2 shall be deleted in its entirety and replaced with the following:

This contract includes the Advertisement for Bid's, Contractor's Bid, Performance and Labor Payment Bonds, specifications, additional technical specifications, special conditions, special provisions, general and detailed plans, notice to proceed, and any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

Contract Bond

Add the following to the end of the paragraph:

(Also called "Performance Bond")

Engineer

Paragraph I shall be deleted in its entirety and replaced with the following:

The Engineer for the New Mexico Junior College, Hobbs, New Mexico, acting directly or through his duly authorized representative.

MODIFYING SECTION 101- ABBREVIATIONS, SYMBOLS, TERMS AND DEFINITIONS

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

Project Manager

Paragraph I shall be deleted in its entirety and replaced with the following:

The Engineer, or person designated by the Engineer, who is responsible for supervising the administration of a project.

MODIFYING SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

102.8 Preparation of Bid

Add the following statement to the end of the section:

Bids by corporations must be executed in the corporate name by the president or vicepresident (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature, and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

102.12 Delivery of Bids

Add the following:

All contractors shall be licensed New Mexico contractors and shall supply at the time of the bid opening proof of Contractor's License or provide proof of license prior to awarding the contract.

MODIFYING SECTION 103 - AWARD AND EXECUTION OF CONTRACT

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103.5 Return of Bid Guaranty

Delete this section in its entirety and replace it with the following:

All bid bonds received in the form of checks, will be deposited by the New Mexico Junior College. A refund check will be prepared for those receipts not considered to be with a bid that is likely to be selected, within seven (7) days of bid opening as stated in the Instruction to Bidders.

After the announcement of the selected party, all bid bond moneys will be returned, except that of the winner. Those bid bond moneys will be returned when the contracts and other bonds are in place.

103.9 Materials Statement

Add the following:

It will be the responsibility of the Contractor to provide certificates of compliance with the Specifications for all materials used in the project prior to beginning construction. The Contractor will also be responsible for the asphalt pavement mix design and concrete mix design to be submitted for approval by the Engineer. Costs for the above will be borne by the Contractor.

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MODIFYING SECTION 104 - SCOPE OF WORK

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104.5 Maintenance of Traffic

Add the following to the end of the section:

The Contractor shall maintain at all times reasonable access to all facilities fronting the work, unless otherwise directed by the Engineer. It shall be the judgement of the Engineer as to whether or not reasonable access has been provided.

MODIFYING <u>SECTION 105 - CONTROL OF THE WORK</u>

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105.2 Plans and the Working Drawings

Delete the last three paragraphs of this section and replace them with the following:

Shop Drawings and Samples:

After checking and verifying all field measurements, Contractor shall submit to Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or, at Engineer's option, one reproducible copy) of all Shop Drawings which shall have been checked by and stamped with the approval of Contractor and identified as Engineer my require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable Engineer to review the information as required.

Contractor shall also submit to Engineer for approval, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

At the time of each submission, Contractor shall in writing call Engineer's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

Engineer will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by corrected copies of Shop Drawings and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a

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MODIFYING SECTION 105 - CONTROL OF THE WORK

NEW MEXICO JUNIOR COLLEGE

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representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and Contract Documents. Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by Engineer. A sample shall be kept in good order by Contractor at the site and shall be available to Engineer.

Engineer's approval of Shop Drawings or samples shall not relieve Contractor form his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.

Contractor shall keep one record copy of all specifications, drawings, addenda, modifications and shop drawings at the site in good order and annotated to show all changes made during the construction and shall be delivered to him for Owner upon completion of the project.

105.4 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions

Paragraph I shall be deleted in its entirely and replaced with the following:

These specifications, the general provisions, the special provisions, the plans, the special conditions, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as one occurring in all. They are intended to be complimentary to and describe and provide for a complete work. In case of discrepancy, the documents will govern in the following order of importance:

MODIFYING SECTION 105 - CONTROL OF THE WORK

NEW MEXICO JUNIOR COLLEGE

NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

- 1. Contract
- 2. Special Conditions
- 3. New Mexico Junior College Special Provisions
- 4. Plans
- 5. Standard Specifications

105.5 Cooperation by Contractor

Delete paragraph 5 in its entirety.

105.18 Claims for Adjustment

Add the following statement to the end of this section:

In the event that the services of an attorney are required for collection of amounts owing under this contract and Owner has no reasonable and viable defense or claim against Contractor which would justify non-payment of sums due hereunder, then Owner shall pay Contractor's reasonable attorney's fees and cost of collection.

In the event that the Contractor breaches this contract, then the Contractor shall be liable to the Owner for any and all damages, costs and reasonable attorney's fees the Owner may incur to remedy that breach.

MODIFYING SECTION 106 - CONTROL OF MATERIALS

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106.4 Samples, Test, Cited Specifications

Paragraphs 3 and 4 shall be deleted in their entirety and replaced with the following:

A. Laboratory Testing

1. Job Mix Formula and Design Mixes

The preparation of job mix formula and design mixes, together with necessary testing as required for this Contract, shall be at Contractor's expense. Such testing shall be performed by an approved testing laboratory under the supervision of a New Mexico Registered Professional Engineer.

2. Materials or Manufactured Items

Testing of materials or manufactured items shall be at Contractor's expense. Tests for materials or items manufactured within the State of New Mexico shall be certified as meeting contract specifications by an approved testing laboratory under the supervision of a New Mexico Registered Professional Engineer or a testing laboratory under the supervision of a Professional Engineer registered in the state of manufacture or a testing laboratory approved by Engineer.

B. Field Testing

The field testing of all locally processed or produced material directly incorporate into the work, including the establishment of density curves representative of material to be used in the embankment, subgrade, and backfilling operations and compliance tests will be paid by Owner, with exceptions as noted below.

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MODIFYING SECTION 106 - CONTROL OF MATERIALS

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C. General

The Owner will pay for the first test required regardless of whether it fails or meets the specifications. The Contractor shall pay for all retests including the final retest showing results meeting the specifications. If the testing lab has not been paid for the required retesting, costs for such tests may be deducted from the final payment of the Contractor and delivered to the testing firm.

Engineer shall determine the number, type, and location of tests.

Contractor shall furnish, incidental to this Contract, necessary equipment, tools, and labor, except testing equipment, to assist the testing agency in the performance of field tests.

Copies of all laboratory and field tests shall be forward to Engineering and Owner.

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MODIFYING <u>SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND</u> RESPONSIBILITY TO PUBLIC

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107.3 Compliance with Payment of Taxes

Delete the second paragraph and replace it with the following:

The successful bidder, upon returning the executed contract package, after receiving the Preliminary Award of Contract Notice, will provide to the New Mexico Junior College his Taxation and Revenue Department Tax identification number. If either or both of these numbers are unavailable, the Contractor must submit a letter of explanation. Final award of the contract will not be effected until both numbers or a satisfactory letter of explanation are obtained.

107.4 Gross Receipts Tax, Indian Business Activity, and Tero Taxes

Delete this section in its entirety and substitute the following:

Pursuant to S13-1-108 NMSA 1978(1987 Cum. Supp.), you are hereby notified that all bids submitted are to exclude the applicable State gross receipts tax or applicable local option tax. The New Mexico Junior College will pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each billing or request for payment made under the contract.

107.36 Insurance Requirements

Delete subsection (A.) Public Liability and (B.) Automobile Liability Insurance replace with the following:

1. General Liability

Bodily Injury Liability Property Damage Liability Insurance applicable in full to the subject project shall be provided in the following amounts:

MODIFYING <u>SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND</u> <u>RESPONSIBILITY TO PUBLIC</u>

NEW MEXICO JUNIOR COLLEGE

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Bodily Injury and Property Damage Liability

\$1,000,000 Combined Single Limit

- A. The policy to provide this insurance is to be written on a Commercial General Liability form with additional coverage for premises, operations, explosions, and collapse hazard, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors and personal injury; more completely described as follows:
- B. The Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- C. The Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 - 1. The collapse of or structural injury to any building or structure due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- D. Coverage must be included for injury to or destruction of any property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment of the purposes of excavating, digging or drilling, or to injury to or destruction of property at any time resulting therefrom.
- 2. Automobile Liability as follows:



MODIFYING <u>SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND RESPONSIBILITY TO PUBLIC</u>

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Comprehensive form with coverage for owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Contractor shall further obtain and provide proof to the Owner of any other insurance coverage required by the statutes of the State of New Mexico or regulation of any agency governing this type of project.

- 3. The New Mexico Junior College shall be named as additional insured on the insurance certificate. Please state the name and bid number of this project on the certificate.
- 4. Hold Harmless Agreement

Contractor covenants and agrees that it shall indemnify and save and hold the New Mexico Junior College harmless from any and all liability, damage, expense, cause of action, suit, claim and/or judgement, of every kind and nature, including, but not limited to, those arising from injury to person(s) or damage to property.

This indemnification and agreement to hold harmless by Contractor to the New Mexico Junior College shall also include, but not be limited to, the Lovington Municipal School's attorney's fees and costs incurred in defending against same or in prosecuting any crossclaims or counterclaims arising therefrom.

Deleting Section (b.) Worker's Compensation Insurance and replace it with the following:

The Contractor shall comply with the provisions of the Workers Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Contractor shall procure and maintain during the life of this contract complete Workers and Employer's Liability Insurance in accordance with New Mexico laws and regulations.

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MODIFYING <u>SECTION 107 - LEGAL RELATIONS, ENVIRONMENTAL REQUIREMENTS AND RESPONSIBILITY TO PUBLIC</u>

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Such insurance shall include coverage permitted under S59-10-7, N.M.S.A., 1978 Comp., for safety devices.

With respect to Workers Compensation Insurance, the Contractor shall require the subcontractor similarly to provide such coverage for all the latter's employees to be engaged in such work. The Owner, its officers or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

In case any class of employee is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability coverage as will protect him and the Owner against any claims resulting from injuries to and death of workers engaged in work under this contract.

Delete Section (f.) Umbrella coverage and replace it with the following:

The insurance limits cited in the above paragraphs are minimum limits. This specification is in no way intended to define what constitutes adequate insurance coverage for the individual Contractor.

MODIFYING SECTION 108 - PROSECUTION AND PROGRESS

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NEW MEXICO JUNIOR COLLEGE PAVING PROJECT

108.1 Subcontracting

Delete the section in its entirety and replace it with the following:

Concerning Subcontractors

Each contractor at the time of the bid opening shall submit a list of proposed subcontractors to be used on the project. This information will be reviewed for the apparent low bidder. If the Contractor desires, the list of subcontractors may be submitted in a sealed envelope. If the Contractor is not the apparent low bidders, the subcontractor may request the list to be returned, and it will be returned unopened.

If a subcontractor's work to be constructed in the project is greater than \$5,000.00 or one-half of one percent of the total project cost, whichever is greater, each bidder shall in his bid furnish:

A. The name and location of the place of business of each subcontractor under subcontract to the Contractor who will perform work or labor or render service to the Contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold.

Contractor shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. A subcontractor or other person or organization identified in writing to owner and Engineer by Contractor prior to the Notice of Award and not objected to in writing by Owner or Engineer prior to the Notice of Award will be deemed acceptable to Owner and Engineer. Acceptance of any subcontractor, other person, or organization by Owner or Engineer shall not constitute a waiver of any right of Owner or Engineer to reject defective work or work not in conformance with the Contractor Documents.

If Owner or Engineer, after due investigation, have reasonable objection to any subcontractor, other person, or organization proposed by Contractor after the

MODIFYING SECTION 108 - PROSECUTION AND PROGRESS

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Notice of Award, Contractor shall submit an acceptable substitute at no change in contract price. Contractor shall not be required to employ any against whom he has a reasonable objection. Contractor shall not, without the consent of Owner and Engineer, make any substitution for any subcontractor, other person, or organization who has been accepted by Owner and Engineer unless Engineer determines that there is good cause for doing so.

In the event that the performance of this contract depends upon the Contractor hiring subcontractors, Contractor shall not employ or continue to employ any contractor who listed on the United States Department of Labor list of contractors who are barred from working due to violations of the labor law and regulations.

Contractors shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons or organizations for whose acts of any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner and Engineer and any subcontractor or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the Owner or Engineer to pay or to see the payment of any monies due any subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

The sections of the specifications and the identifications of any drawings shall not control Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

MODIFYING SECTION 109 - MEASUREMENT AND PAYMENT

NEW MEXICO JUNIOR COLLEGE

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109.1 Measurement of Quantity

Delete Paragraph F. in its entirety and substitute the following:

The Contractor shall number each truck to be used for asphalt delivery. Changing of truck numbers will not be allowed during the contract time. Each numbered truck shall be weighted empty with driver and a full fuel tank to determine the tare weight. These numbers and corresponding weights shall be recorded and delivered to the Owner before construction commences. A delivery ticket shall be made out in duplicate for each truckload of asphalt leaving the plant showing the truck number and loaded weight along with the date and time of departure. One of these tickets shall be retained by the driver for the Contractor's records, and the other shall be given to the County's representative at the construction site. Whenever a load is not completely installed, the truck driver shall notify the County's representative at the job site of his intent to take the remainder of the load back to the plant to be weighed again. Tickets shall again be made out in duplicate recording the truck number, truck partially loaded weight, date, and time of return. One of these tickets shall be retained by the Contractor and the other shall be delivered to the County's representative on the job site when the next load is delivered. Scales shall be accurate within 0.5 percent throughout the range of use.

109.7 Partial Payments

Delete paragraphs 1 through 4 in their entirety and replace them with the following:

An approved pay estimate must be submitted to the Owner two (2) weeks prior to the first Tuesday of each month. Payment to the Contractor will be made on the first Tuesday of each month. Each subsequent pay estimate shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations

MODIFYING <u>SECTION 109 - MEASUREMENT</u> AND PAYMENT

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reflected in prior pay estimates. Five percent (5%) of the amount of pay estimate will be retained until completion of the project including materials delivered to the job site but not installed. The retainage shall be held until completion and acceptance of the work as herein provided. If Owner fails to make to Contractor a particular progress payment as herein specified, such failure shall not be held to violate or void this Contract.

Contractor's Warranty of Title:

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any pay estimate, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (hereafter in these General Provisions referred to as "liens").

Engineer's recommendation of any payment requested in a pay estimate will constitute a representation by Engineer to Owner, based on Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on Engineer's review of the pay estimate and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of Engineer's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation) and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality of the quantity of the work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose Contractor has used the monies paid or to be paid to Contractor on account of the Contract Price, or that title any work, materials, or equipment has passed to Owner free and clear of any liens.

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MODIFYING <u>SECTION 109 - MEASUREMENT AND PAYMENT</u>

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Engineer may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- (a) The work is defective, or completed work has been damaged requiring correction or replacement;
- (b) Written claims have been made against Owner or liens have been filed in connection with the work.
- (c) The contract price has been reduced because of modifications;
- (d) Owner has been required to correct defective work or complete the work in accordance with section 108.09;
- (e) Contractor's unsatisfactory prosecution of the work in accordance with the contract documents; or,
- (f) Contractor's failure to make payment to subcontractors, or for labor, materials, or equipment.

Contractor will be required to complete the work specified herein and as shown on the drawings in accordance with the Contract and at the Contract Unit Price established for each of the payment items listed in the Bid Form of the Contract pertinent to a particular bid item and is not listed as a separate bid item shall be completed as a part of the bid item to which it applies. In case of dispute as to the bid item to which subsidiary or pertinent work applies, Engineer's decision shall govern.

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Invitation to Bid # 960 Purchase of a Vehicle for the College Motor Pool BOARD DOCUMENTS Date: September 3, 2004 Prepared by: Frank D. Collins Coordinator of Purchasing

BOARD DOCUMENTS

General Information

- On August 18, 2004, legal notices were sent to three newspapers requesting sealed bids for the purchase of a vehicle for the college motor pool:
- Hobbs Daily News Sun Lovington Leader Clovis Journal
- 3. Bid packets were sent to six vendors. One vendor received the bid documents via the college website.
- 4. Four vendors submitted bids within the time frame specified by the bid package. One bidder was present at the opening (Watson Truck & Supply).
- The Business Office and College Motor Pool have evaluated the bids received.
 Their recommendation is shown on Page 3.

BOARD DOCUMENTS

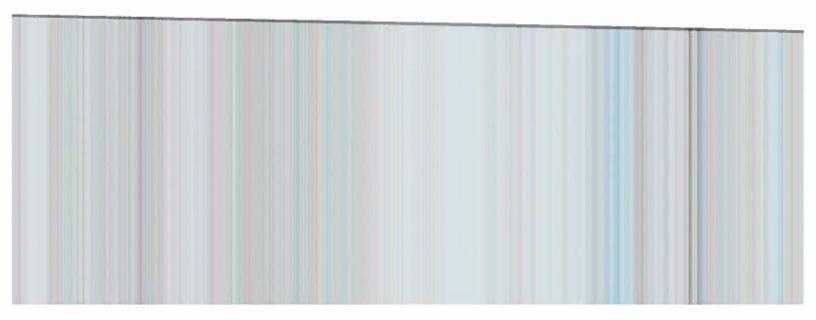
Evaluation and Recommendation

The bidders responding to Invitation to Bid #960 were Watson Truck & Supply, Hobbs, NM, Scoggin Dickey Chevrolet-Buick, Lubbock, TX, Permian Ford Linc Merc, Inc., Hobbs, NM, and Philpott Motors, Nederland TX.

The Administration recommends acceptance of the bid from Watson Truck & Supply for a 2005 Chevrolet Suburban (SUV) for \$29,600.00.

Source of Funding: - FY 2004/2005

Vehicles – Plant – Major Equipment Account #: 91001-4002-73102-911 Amount: \$29,600.00



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			C DE			Purchase of A New Vehicle for the		
								TOW YOU BIG SOUTHINGLY
								TR#940 Rid S

Specifications & Bid Price Form

New Mexico Junior College contemplates purchasing one vehicle for the College Motor Pool. No minimum quantity is guaranteed. New Mexico Junior College reserves the right to reject any and all bids on any or all item(s).

Please note: The college has been mandated by the Alternative Fuels Acquisition Act to have 75% of all light duty vehicles operating on alternative fuel; therefore, if you have these types of vehicles available please indicate that the vehicle is an alternative fuel item and quote accordingly. Alternative Fuel vehicles will be given priority over non-alternative fuel vehicles. (See attachment of the Legislative and Executive Recommendation and Executive Order No. 2004-019.)

<u>PLEASE INDICATE "Y" YES OR "N" NO FOR EACH SPECIFICATION FOR ALL VEHICLES.</u>

<u>Specifications for the Sports Utility Vehicle (SUV) (i.e. Chevrolet Suburban, GMC Yukon or equal vehicle of like interior size)</u>

Air Conditioning - Front & Rear - Factory Installed - Front /rear controls Air Bags - Driver and right front-passenger Alternator - Heavy Duty Battery - Heavy Duty Body Type & Size - 8 - Passenger Bumpers - Front & Rear (include towing trailer hitch with 2" ball class 1) Brakes - Power Heavy Duty, 4 Wheel Anti Lock Brake System, front and rear disc Color - White Only Cruise Control - Factory installed
cross cormor-ractory installed
Doors - 4 – with rear door (one or two sided)
Engine - V-8, fuel injected, 5.0L or greater Fuel Tank -25 - 32 gallons Gross Vehicle Weight Rating - 7,000 lbs. (approximate) Heater/Defroster - Front, heavy duty fresh air Inside Lights - Dome with map and reading light Mirrors, Outside - Two (2) below eye level, 7 X 9 swivel Radio - AM/FM, factory installed with CD or Cassette Player, with Clock Seats - Cloth, 2nd & 3rd row 60/40 split-folding bench Suspension - Heavy Duty Tires - 16" mounted full spare, all weather tread - Include Jack Lug Wrench and 16" Wheel Covers - Full size aluminum wheels Trailer Package- trailer hitch platform, seven-pin wiring connector, transmission oil cooler, trailer brake pre-wire harness and 7-way-4-way adapter. Transmission - 4-speed automatic with overdrive and tow/Haul mode Upholstery - Cloth (Gray-Blue-Tan-Full Length Floor Covering) Wheelbase - Approximately 125" to 135" Running boards (MUST BE ON THE VEHICLE AT TIME OF DELIVERY) Warranty - Standard Factory Warranty
ls the SUV an alternative fuel vehicle? Yes No

(1) 2005 year mid-size 7 passenger minivan
Air Conditioning - Front - Factory Installed
Air Bags - Driver and Passenger
Alternator - Heavy Duty
Balanced Wheels - Front, rear & spare, aligned front end
Battery - Heavy Duty
Body Type & Size - 7 - Passenger Window Van
Bumpers - Front & Rear (include towing trailer hitch with 2" ball class 1)
Brakes - Power Heavy Duty, 4 Wheel Anti Lock Brake System
Color - White Only
Cruise Control - Factory installed
Doors - Open out side, open out rear (one or two sided)
Engine - V-6, fuel injected
Fuel Tank -25 - 30 gallons
Gross Vehicle Weight - 5,600 lbs. (approximate)
Heater/Defroster - Front, heavy duty fresh air
Inside Lights - Dome with map and reading light
Mirrors, Outside - Two (2) below eye level, 7 X 9 swivel
Radio - AM/FM, factory installed with CD or Cassette Player, with Clock
Seats - Quick Release (if available)
Stabilizer Bars - Front & Rear
Steering - Power
Suspension - Heavy Duty
Tires - 15" mounted full size spare, all weather tread - Include Jack Lug Wrench and
15"
Wheel Covers
Transmission - Automatic with cooler, 3-speed with overdrive
Upholstery - Vinyl or Cloth (Gray-Blue-Tan-Full Length Floor Covering)
Wheelbase - Approximately 111" to 120"
Warranty - Standard Factory Warranty
Is the Minivan an alternative fuel vehicle? Yes No.

Invitation to Bid # 961 Purchase of Mats for the Law Enforcement Academy **BOARD DOCUMENTS** Date: September 9, 2004 Prepared by: Frank D. Collins Coordinator of Purchasing

BOARD DOCUMENTS

General Information

- On August 24, 2004, legal notices were sent to three newspapers requesting sealed bids for the purchase of mats for the law enforcement academy:
- 2. Hobbs Daily News Sun Lovington Leader Clovis Journal
- 3. Bid packets were sent to five potential bidders.
- 4. Five bidders submitted a response; however, three of those vendors did not bid on the items. Neither of the two bidders was present at the opening.
- 5. The Business Office and Law Enforcement Academy have evaluated the bids received. Their recommendation is shown on Page 3.

BOARD DOCUMENTS

Evaluation and Recommendation

The bidders who submitted price quotes to the Invitation were Tomek Sports, Inc., Buckeye, AZ and Resilite Sports Products, Inc., Sunbury PA.

The Administration recommends acceptance of the bid from Tomek Sports, Inc. for the two mats (logo artwork included) for \$10,137.00.

Source of Funding: - Law Enforcement Academy

Major Equipment

Account #: 11000 - 2045 - 16303 - 101

Amount: \$10,137,00

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Vendor Qty Bid Description Quote Number Only Mel? Vendor Qty Bid Description Quote Number Only Mel? 2 2-30' X 30' RSP600 - 1" mats \$ 10,250.00 N/A N/A Yes Pacific No bid No bid No bid Practice Processing Statement Academy **Processor And Service Marks** **Pro								No bid	STASPORTS
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					\$	Purchase of Mat			TB#961 Bid Summary

NEW MEXICO JUNIOR COLLEGE Invitation to Bid #961

Specifications

New Mexico Junior College contemplates purchasing two mats for the College Law Enforcement Academy. No minimum quantity is guaranteed. New Mexico Junior College reserves the right to reject any and all bids on any or all item(s).

<u>Specifications</u>	:	
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Quantity: Two (2) (Logos to be included – one logo for <u>each</u> n Size: 30' X 30' Thickness: 1" shock absorbing poly-vinyl #457 coating on <u>both</u> foam core Color: Cardinal Red	•
We will accept NO SUBSTITUTES . INCLUDE YOUR BROCHURE ABOVE .	FOR THE MAT AS SPECIFIED
Bidder Name:	
Mats as specified in this ITB (QUANTITY 2):	
Shipping: F.O.B. destination to New Mexico Junior College	
(2) MAT PRICE	\$
TOTAL:	\$
Have all specifications been met or exceeded for the mats? If the answer is NO , attach an explanation.	Yes No

BOARD DOCUMENTS

Evaluation and Recommendation

The bidders responding to the Invitation are: Wagner Supply Company, Odessa TX, Grainger Equipment & Supply, Niles, IL, Huco Products, Lubbock TX, Springtime Janitorial Supply, Carlsbad NM, Blaine Industrial Supply, Hobbs NM, Share Corporation, Lubbock TX, Unipak, Brooklyn NY, Interboro Packaging Corporation, Montgomery NY, Central Poly Corporation, Linden, NJ, and EEC Rental, Las Cruces NM.

The Administration recommends acceptance of the bids as follows:

Wagner Supply Company: \$2,392.55 Springtime Janitorial Supply: \$7,849.57 Blaine Industrial Supply: \$7,981.47 Share Corporation: \$1,884.20 Huco Products: \$11,116.70

Interboro Packaging Corporation: \$1,872.00

Central Poly Corporation: \$3,982.00 Grainger Equipment & Supply: \$292.62

EEC Rental: \$535.45

Total Award Total: \$37.906.56

Source of Funding: - FY 2004/2005

Plant Funds – Supplies & Expense Account #: 11000 – 1102 – 7113 - 141

Amount: \$37,906.56

NEW MEXICO JUNIOR COLLEGE Personnel Recommendation for Board Consideration

The following candidate is bei	ing recommended for employment as follows: Date 9-15-04
Candidate's name Deborah I	Reeder
Position title Director of V	Western Heritage Center
☑ New position ☐ Existing pos	sition Classification D Faculty D Professional D Other
Is candidate related to another N	MIC employee? yes no If so, to whom
Effective date of employment 00	ctober 1, 2004 Standard contract length 2 12 mos. 2 9 mos. 4 other
Funding source Western Her	
Paid advertising beyond *standar (*Standard: The Hobbs News-Sen, Direct Mail to appr	rd Texas Association of Museums; American Assc. for State & Local Hi roxinsarily 51 colleges in a 5-state region, NM Dept. of Labor, NMJC Website, KLMA Radio & Labbook TX Workforce Development Website)
Posted salary range \$37,397 - Account number(s) with respective	- \$46,746 Recommended annual salary \$46,000.00 Prorated salary yes no (Employment date through June 30 ye % allocation(s) 1-2042-12671 100%
Recommended and approved by	
Supervisor Out Hard Vice President	Dean/Director Steve Mc Classry President
Selection Committee Members:	Mickey Best
	LaJean Burnett
	Vicki Gann
	Dan Hardin
	Lisa Hardison
	Lisa Seed Jerri Shields
'Omments: Ms. Reeder meet	ts and/or exceeds the minimum requirements for the position of
	stern Heritage Center.
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	xt-v. 6-28-01

ABBREVIATED RESUME

Position

Director of Western Heritage Center

Personal Data

Name: Deborah L. Reeder

Education

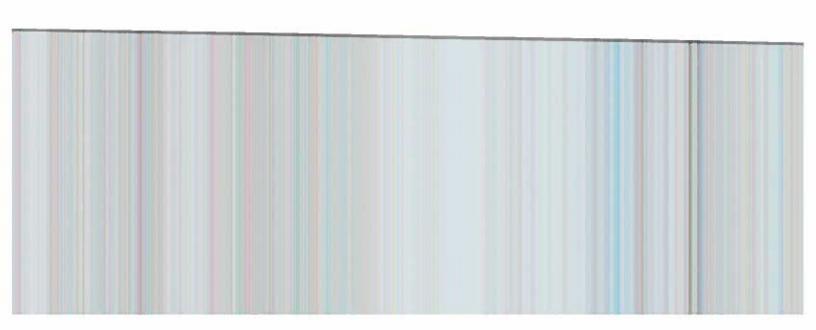
M.A., University of Chicago, Chicago, IL, 1983 B.A., University of Washington, Seattle, WA, 1979

Professional Experience

Phippen Museum, Prescott, AZ Executive Director	2/01 to 1/04
Washakie Museum, Worland, WY Executive Director	11/96 to 1/01
Northwest College, Powell, WY Instructor of Art History	1/94 to 6/00
Pine Bush School District, Pine Bush, NY Interim & Substitute Art Teacher	9/86 to 1/93

Organizations/Certificates

American Association of Museums
Association of Fundraising Professionals
College Art Association
Colorado Wyoming Museum Association
Mountain Plains Museum Association
Western Museum Association
Nonprofit Management Institute Certificate





New Mexico Junior College Career Opportunities

Position Announcement • May 2004

Position Title: Director of Western Heritage Center

Position Description: The Director of Western Heritage Center shall be responsible to the President. The duties and responsibilities shall be, but not limited to, the following: (1) Manage day-to-day operations of the Western Heritage Center (WHC) museum including receptions, tours, memberships, artifacts, management, interpretation, fund raising, newsletters, inventory, accessioning and purging, budget, research, and archival duties; (2) Promote the WHC locally, regionally and nationally; (3) Seek outside funding sources to aid and enhance the annual operational cost, marketing, exhibits, traveling exhibits, and the theatre offerings of the WHC; (4) Work hand-in hand with the Director of the Lea County Cowboy Hall of Fame (LCCHF) and Board of Directors to promote and support the mission and vision of the LCCHF; (5) Advise the President in matters of policy concerning the Western Heritage Museum; (6) Provide all reports to appropriate agencies, foundations, and individuals; (7) Implement the recommendations of the museum consultant, Southwest Museum Services, in planning the operations and promotions of the WHC to include but not limited to: traveling exhibits, theatre showings, etc.; (8) Maintain and promote an active WHC Advisory Committee; (9) Supervise one or more employees; (10) Develop a cadre of volunteers to help with the day-to-day activities of the museum; (11) Plan and design for the future expansion of the museum exhibits and WHC; (12) Work with the LCCHF and plan and execute a fair booth at the annual Lea County Fair; (13) Accept other duties as assigned by the President; and (14) Nothing contained herein shall limit the President in assigning the employee to any college activity for which he/she would be qualified in order to meet the needs of New Mexico Junior College.

Qualifications: A Master's degree in Museum Studies, Public Administration, History or Anthropology is preferred. All degrees must be from a regionally accredited institution. Three years experience in a museum or public relations setting. Additional experience may substitute for lack of advanced degree. Computer proficiency required.

Salary/Benefits: This is a 12-month professional position with a starting salary range of \$37,397 to \$46,746 commensurate with education and experience. Standard NMJC benefits apply. NOTE: NMJC does not participate in social security deductions.

Application Deadline: Open until filled. To ensure consideration, all application materials must be received. Please do not send any application materials via e-mail.

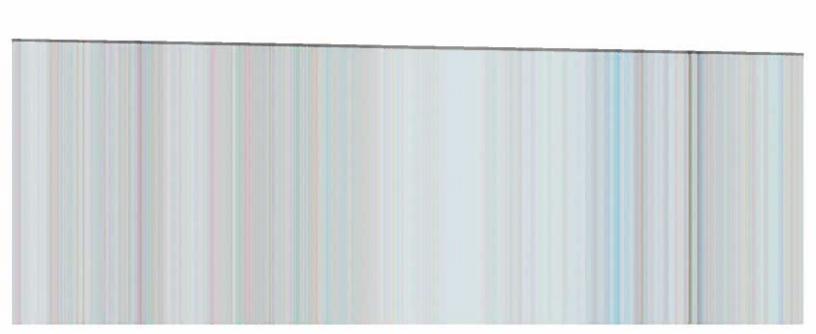
To Apply: Submit NMJC application form, letter of application, resume, unofficial transcripts (official transcripts required prior to employment), and three or more letters of reference to:

Lisa Brown
Director of Human Resources
New Mexico Junior College
5317 Lovington Highway
Hobbs, NM 88240

New Mexico Junior College is an Equal Opportunity, Affirmative Action Employer and does not discriminate against any applicant for employment because of race, color, national origin, sex, age, disability, or veteran status. Qualified applicants are encouraged to apply.

"Equal Opportunity Education and Employment"

5317 Lovington Highway, Hobbs, NM, 88240 • Phone: (505) 392-5229 • Fax: (505) 392-3589 • Toll Free: 1-800-657-6260 • E-mail: lbrown@nmjc.cc.nm.us



APPLICANT LIST

<u>Position:</u> Director of Western Heritage Center

<u>Applicant</u>	<u>Interview</u>	Offer	<u>Remarks</u>
Friend, Ty	No	No	Withdrew application.
Ivey, Donald	No	No	
Josselet, Kenda	No	No	
Chang, His-wen (Silvia)	No	No	Incomplete application materials.
Wiley, Karen	No	No	-
Johnson-Vitt, Regina	No	No	
Sitzer, Kelly	No	No	
Soares, Mario J.	No	No	Incomplete application materials.
Rice, Tom	No	No	
Sedgwick, Georg	No	No	
Vardeman, Vicki	No	No	
Foss, Nelson	No	No	Incomplete application materials.
Stark, Renee	No	No	
Reeder, Deborah L.	Yes	Yes	Start date: pending Board approval.
Percy, David	No	No	· · · · · · · · · · · · · · · · · · ·
Cunningham, Eleanor	No	No	
Brake, Kelley	No	No	
Arriola, Albert	No	No	
Nymeyer, Earl	No	No	Incomplete application materials.
		Page 1	

<u>Position:</u> Director of Western Heritage Center (Continued from page 1)

Applicant	<u>Interview</u>	<u>Offer</u>	Remarks
Crossland, Jerry	No	No	
Porter Brace, Karrie	No	No	Incomplete application materials.
Love, Berna	No	No	Incomplete application materials.
Ihns, Kay	No	No	Incomplete application materials.
Brazil, J. Wayne	No	No	

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