STATE OF NEW MEXICO **COUNTY OF LEA RESOLUTION NO. 22-APR-096R**

A RESOLUTION APPROVING A COOPERATIVE EDUCATIONAL SERVICES TASK ORDER WITH CONSTRUCTORS INC TO WIDEN AND APPLY OVERLAY ON BATTLE AXE ROAD 3.0 MILES BEGINNING 1.0 MILE IN FROM ORLA INTERSECTION

WHEREAS, roadways play a critical role in the emergency response, quality of life, and economic vitality for citizens of Lea County; and

WHEREAS, Battle Axe Road is a roadway vital to the Lea County due to the heavy commercial vehicles that use the roadway regularly; and

WHEREAS, Lea County requested a quote for the overlay of a portion of Battle Axe Road to extend its life and prevent damages consistent with chip seal roadways; and

WHEREAS, Lea County plans to utilize Lea County funds to complete the project; and

WHEREAS, Constructors Inc. submitted the bid to Cooperative Educational Services (CES) for the proposed work.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that CES task order with Constructors Inc. to widen and overlay 3.0 miles of Battle Axe Road is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED AND APPROVED on this 28th day of April, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Dean Jackson (District 1), Chair Voted: Yes Abstain

Rebecca Long (District²), Member

Voted: Yes No Abstain Gary G. Éidson (District 3), Vice Chair

Voted: (Yes) No Abstain

Jonathan Sena (District 4), Member Voted: Yes No Abstain

Absent

Pat Sims (District 5), Member Voted: Yes No Abstain

ATTEST:

Keith Manes

Lea County Clerk

Ву:

Teri Davis, Deputy Clerk

SUFFICIENCY:

John W. Caldwell, County Attorney

APPROVED AS TO FORM AND LEGAL



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products

Public Works Registration # 0101462009071						
Proposal Submitted To:	L	∟ea County	Job Name:	Battle A	Axe West End	Widening
Attn:	Cory Needham, PE Place of Jo			Lea County		
Billing Address:			Architect or Engineer:			
City, State, Zip:	L	∟ea County	Date of Plans:			
Phone #:	<u>5</u>	75 391-2942	Date of Proposal:	4/20/22		
Fax #:	5	75 392-6904	Special Note / Addendum(s):	PER CES AND RS MEANS PRICING		
We propose to perform the attached items per CES Contract 2020-11B-R208-567:JOC Paving and Site Work - RS Means Services						
FURNISH LABOR, EQUIPMENT, AND MATERIAL TO: Perform clearing and grubbing, earthwork, 6" flex base course, subgrade prep, asphalt tack, apply aggregatge prime coat, install 1" TOM asphalt, and provide traffic control. Length of project is 3.0 mile.□					\$	947,365.84
			SUBTOTAL	FOR	\$	947,365.84
NMGRT (5.5%)				FOR	\$	52,105.12
				NET TOTAL	\$	999,470.96
PLEASE NOTE: This proposal must be made an integral part of any contract or subcontract arising from it, or all prices, exclusions, terms, and conditions are null and void. Owner responsible for eradicating any vegetation issues prior to any work; Constructors not responsible for weeds that arise after installation of materials. PRICE EXCLUSIONS: PERMITS, TESTING, SURVEY, ANY WORK NOT SPECIFICALLY STATED ABOVE						
We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, inc. is not responsible for the location of such facilities on private property. Constructors, inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man. Facilities shall be marked prior to the beginning of Constructors, inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction. All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements						
Acceptance of ProposalThe above prices, specificati satisfactory and are hereby accepted. You are authoriz specified. Payment will be made as outlined above.	Signature: Date Accepted:	Chair Dean Jackson, Lea County B April 28, 2022	pard of County Commis	sioners		