



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
August 12, 2015–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. MOMENT OF SILENCE
- V. APPROVAL OF AGENDA
- VI. MAYOR’S APPOINTMENTS/REPORTS
- VII. MAYOR’S RECOGNITIONS/PROCLAMATIONS
- VIII. PUBLIC INPUT (not to exceed 3 minutes per person)
- IX. CITY MANAGER’S INFORMATIONAL REPORT
- X. DISCUSSION ITEMS

1. Out of State Travel for Paralegal to attend State Bar of New Mexico 2015 Annual Meeting in Colorado Springs, CO September 30, 2015 thru October 2, 2015.

Dave Romero, City Attorney Paralegal Darlene Arguello will receive 12.0 CLE Credits and gain enhancement of knowledge in legal services through a variety of workshops that will be beneficial to her position.

2. Out of State Travel Grants Administrator to attend the Financial

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH “JOEY” HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Management Training Seminar in Washington, DC September 23, 2015 thru September 24, 2015.

Juan Montano, Chief of Police the seminars are designed for persons responsible for the financial administration of formula and/or discretionary grants and cooperative agreements awarded from Federal grand-in-aid programs administered by the Department of Justice and Office Justice Program Bureaus and Offices.

3. Ratification of authorization for Out of State Travel.

Juan Montano, Chief of Police The purpose of this trip is to pick up a vehicle from the DLA Disposition Services at Ft. Bliss in El Paso, TX. This service deals with the issuing of decommissioned military property to law enforcement agencies. This vehicle is a 2 ½ ton military truck that will be used as a mobile command center for the Las Vegas Police Department.

4. Resolution No. 15-36, Sale of Obsolete Excess Property.

Ann Marie Gallegos, Finance Director The City is planning an auction for obsolete materials such as computers, obsolete vehicles, other obsolete equipment, scrap metal, etc. that are beyond their useful life and have fully depreciated.

5. Resolution No. 15-37 2017-2021 Infrastructure Capital Improvement Plan (ICIP) prioritization of projects.

Chris Cavazos, Public Works Project Manager The Department of Finance, Local Government Division recommends that municipalities prepare and submit an ICIP in order to plan the systematic allocation of funds and also enable the Executive Branch of State Government to propose a rationale ICIP to the Legislature for funding.

6. Resolution No. 15-31 Rescinding Resolution No. 14-26 Duty Weapon Decommission Retirement Transaction.

Juan Montano, Chief of Police Due to financial restraints, it is no longer feasible to relinquish city property. The Las Vegas City Police Department will no longer decommission a Police Officer's primary duty weapon upon his/her retirement.

7. Recommendation to award bid No. 2016-01 for the Solid Waste Line Extension materials as a multiple source award to Baker Utility Supply and HD Waterworks.

Ken Garcia, Utilities Director The purpose of this project is to purchase materials for city workers to install 2000' of 12" water line to the Las Vegas Solid Waste transfer station on Airport Road. The department would like to award to both bidders as prices are lower on different materials for each vendor.

8. Recommendation to award bid No. 2016-02 for the Waste Water Treatment Plant Sludge Thickening Equipment installation project to low bidder Hays Plumbing and Heating.

Ken Garcia, Utilities Director This project involves the construction and installation of a centrifuge for sludge in the existing Lime Building. The centrifuge will reduce the water content on the injectable solids, thereby reducing operational costs. The project is funded by the Clean Water State Revolving Fund.

9. Resolution No. 15-27 Abatement of nuisances located at 209 9th Street.

Levy Lujan, Code Enforcement Officer property noted above has several nuisances on the property. The property has not been cleaned or maintained for several years, creating a hazard to the public health, welfare, and safety.

10. Resolution No. 15-33 Abatement of nuisances located at 1600 New Mexico Avenue.

Levy Lujan, Code Enforcement Officer property noted above has several nuisances on the property. The property has not been cleaned or maintained for over a year, creating a hazard to the public health, welfare, and safety.

11. Resolution No. 15-34 Abatement of nuisances located at 410 Union Street.

Levy Lujan, Code Enforcement Officer Property noted above has several nuisances on the property. The property owner started work to remove the nuisances but did not continue. No further work has been completed to abate the nuisances.

12. Resolution No. 15-35 Abatement of nuisances located at 310 Cumbres Patio.

Levy Lujan, Code Enforcement Officer Property noted above has several nuisances on the property. The property has not been cleaned or maintained for over a year.

XI. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XII. ADJOURN

ATTENTION PERSONS WITH DISABILITES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/22/2015 **DEPT:** EXECUTIVE **MEETING DATE:** 08/12/2015

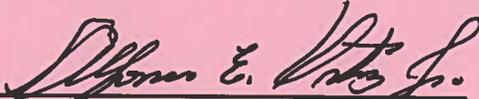
DISCUSSION ITEM/TOPIC: Out of state travel for City Attorney's Paralegal Darlene Arguello to attend the State Bar of New Mexico 2015 Annual Meeting – Bench and Bar Conference in Colorado Springs, Colorado on September 30 - October 2, 2015.

BACKGROUND/RATIONALE: Paralegal will receive 12.0 CLE Credits and gain enhancement of knowledge in legal services through a variety of workshops that will be held throughout the conference that will be beneficial to the City. Paralegal will gain the essential education, knowledge and experience needed for future certifications she will need to obtain for the qualifications and enhancement of her job duties.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**STATE BAR OF NEW MEXICO
2015 ANNUAL MEETING
BENCH AND BAR CONFERENCE IN COLORADO SPRINGS, COLORADO**

ESTIMATED COSTS FOR PARALEGAL

REGISTRATION FEE: \$400.00

*Includes CLE Tuition, materials, MCLE filing fees, two breakfasts, six breaks, and opening reception.

MEALS (ACTUAL) ALLOWANCE: \$45.00 PER DAY TOTAL: \$135.00

HOTEL (4 NIGHTS): \$229.00 PER NIGHT TOTAL: \$916.00

PARKING (4 OVERNIGHTS): \$24.00 PER NIGHT TOTAL: \$96.00

PRESIDENT'S RECEPTION DINNER: \$75.00 TOTAL: \$75.00

TRAVEL PER

PERSONAL VEHICLE: \$257.00 ROUNDTrip

TOTAL (ESTIMATED): \$1,879.00

***THIS TRAINING IS ESSENTIAL FOR THE PARALEGAL AS IT WILL PROVIDE HER WITH SOME OF THE TRAINING SHE NEEDS AND PREPARE HER IN OBTAINING HER CERTIFICATION**



STATE BAR
of NEW MEXICO

2015 Annual Meeting—Bench and Bar Conference
Celebrating Connections and Community

Minimum 12.0 CLE Credits (including at least 2.0 EP)

Preliminary Program

Wednesday, Sept. 30

- 8 a.m. Board of Bar Commissioners Meeting
- 1 p.m. Golf Tournament (ticketed)
- 5-7 p.m. Registration/Exhibits
- 6-8 p.m. Opening Reception

Thursday, Oct. 1

- 7-8 a.m. Breakfast
- 7 a.m.-5 p.m. Registration/Exhibits
- 8 a.m. **Introductory Remarks**
Martha Chicowski, President, State Bar of New Mexico; and Chief Justice Barbara J. Vigil, New Mexico Supreme Court
- 8:30 a.m. **PLENARY**
Defining Moments
Dave McGillivray, Race Director of the B.A.A. Boston Marathon
- 10 a.m. Break
- 10 a.m.-3 p.m. Guest Event/Tour (ticketed)
- 10:15 a.m. **PLENARY**
Beyond Sticks and Stones ... The Challenges of Dealing with Incivility in the Practice of Law
Hon. Edward L. Chávez, New Mexico Supreme Court; Gerald G. Dixon, Dixon Scholl & Bailey PA; Hon. James A. Hall (Ret); William Slease, New Mexico Supreme Court Disciplinary Board; and Julie J. Vargas, Hunt & Davis PC
- 11:45 a.m. Lunch vouchers will be provided
- 1 p.m. **BREAKOUTS**
 - **Everything You Don't Know that You Need to Know About Malpractice Insurance**
Maureen Sanders, Sanders & Westbrook PC; Daymon Ely, Law Office of Daymon Ely; Shawn Cummings, Butt Thornton & Baehr PC; Gerald G. Dixon, Dixon Scholl & Bailey PA; and Briggs Cheney, Sheehan & Sheehan PA

- **National Parks and the Collaborative Process with Native American Communities: Then and Now**
Professor Jeanette Wolfley, University of New Mexico School of Law

- **Taxation of Court Awards and Tax Issues Associated with Divorce**
Oscar Ornelas, The Ornelas Firm PLLC; and Edward B. Hymson, Edward B. Hymson Attorney at Law

- **Dear Employee: When You Leave, Please Don't Take My Company With You**
Gina T. Constant, Romero & Constant PC; and Jeffrey L. Lowry, Rodey Dickason Sloan Akin & Robb PA

2 p.m. Break

2:15 p.m.

BREAKOUTS

- **Overcoming Challenges in Representing Clients Who Are Minors or Who Have Diminished Capacity**
Alison B. Pauk, Law Offices of the Public Defender; Laura A. Hedrich, Hedrich Law PA; and Mary Ann Green, Mary Ann Green Attorney at Law

- **Update of Domestic Relations Law**
Jon A. Feder and Thomas C. Montoya, Atkinson & Kelsey, PA

- **Disciplinary Board Hearing Committee Training**
William Slease, New Mexico Supreme Court Disciplinary Board

- **Adding Another Tool to Your Alternative Dispute Resolution Toolbox**
Dorene A. Kuffer, Law Office of Dorene A Kuffer; Gretchen Walther, Walther Family Law; and Jerome Johnson, Jerome Johnson, CPA, LLC

3:15 p.m. Break

3:30 p.m.

PLENARY
Women's Economic Security in New Mexico
Rep. Brian Egolf, Minority Leader, N.M. House of Representatives; Jaime Phillips, Ph.D., New Mexico Department of Workforce Solutions; Pamela Herndon, Southwest Women's Law Center; Rebecca Kitson, Rebecca Kitson Law; and R. Edward Marks, New Mexico Legal Aid Inc.

5 p.m. Adjournment

- 5:15 p.m. State Bar Annual Awards Ceremony
- 5:30-7 p.m. Texas Tech University School of Law Alumni Reception
- 6-10 p.m. President's Reception/Dinner (Entertainment: The Woodpeckers Band) (ticketed)

Friday, Oct. 2

- 7-8 a.m. Breakfast
- 7 a.m.-3 p.m. Registration/Exhibits
- 8 a.m. **PLENARY**
Invasion of the Drones/IP—Privacy, Policies, Profits
Jeffrey H. Albright and Thomas J. Dougherty, Lewis Roca Rothgerber LLP
- 9:30 a.m. Break
Young Lawyers Division Annual Meeting
Disciplinary Board Meeting
- 9:45 a.m. **BREAKOUTS**
 - **Tax Dischargeability in Bankruptcy**
Gerald R. Velarde, Law Office of Gerald R. Velarde PC; and R. "Trey" Arvizu III, Arvizu Law Office
 - **Elder Investment Fraud and Financial Exploitation: Ethical Traps for Lawyers and How to Best Navigate the Challenges of Diminished Financial Capacity**
Lori Stiegel, American Bar Association Commission on Law & Aging; and Alan R. Wilson, New Mexico Securities Division
 - **Whistleblower Suits: Theory and Practice**
Joseph L. Romero, Joseph L. Romero Trial Lawyer LLC
- 10:45 a.m. Break

11 a.m. **PLENARY**
Civil Procedure Update

12:15 p.m. Lunch vouchers will be provided

1:30 p.m. **BREAKOUTS**

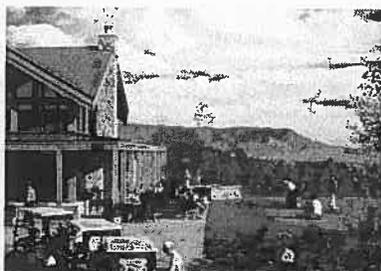
- **Due Process and Language Access for Native American Languages in New Mexico Courts: Challenges and Opportunities—Best Practices for Attorneys Using Interpreters**
Professor Barbara Creel, University of New Mexico School of Law; and Christine P. Sims, University of New Mexico Language, Literacy & Sociocultural Studies
- **The Rising Tide of Guardianship**
Amanda Frazier, Second Judicial District Court
- **Judicial Panel Discussion**
Hon. Richard C. Bosson, New Mexico Supreme Court; Hon. Carl J. Butkus, Second Judicial District Court; Hon. Albert J. Mitchell, 10th Judicial District Court; and Hon. Victor E. Valdez, Bernalillo County Metropolitan Court
- **The Pro Se and Pro Bono Two Step**
Robert Lara, Third Judicial District Court; and Dina Afek, Aja Brooks, and R. Edward Marks, New Mexico Legal Aid Inc.

1:30 p.m. Senior Lawyers Division Meeting

2:30 p.m. Break

2:45 p.m. **PLENARY**
Criminal Law Update: U.S. Supreme Court and New Mexico Appellate Decisions
Barbara Bergman, Retired Professor, UNM School of Law

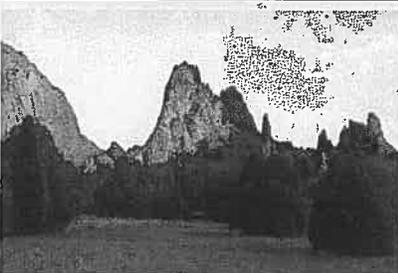
4:00 p.m. Closing remarks and adjournment



For information on exhibitor and sponsorship opportunities, contact Marcia Ulibarri at 505-797-6058, mulibarri@nmbar.org.



The first 100 people to register for CLE and book three nights at the hotel will be entered into a raffle for a complimentary suite upgrade!



Guest Event/Tour
Thursday, Oct. 1 (ticketed)
Manitou Springs tour and shopping, Garden of the Gods tour, and Old Colorado City
Lunch not included. See registration page for details. Questions: contact Kris Becker, 505-797-6038.



2015 Annual Meeting—Bench and Bar Conference

Sept. 30-Oct. 2, 2015 • The Broadmoor, Colorado Springs, Colo.

Minimum 12.0 CLE Credits (including at least 2.0 EP)

Name Darlene Arquello SBNM Bar No. _____
 Name for Badge (if different than above) _____
 Firm/Organization City of Las Vegas
 Address 1700 North Grand Avenue
 City Las Vegas State NM ZIP 87701
 Phone (505) 426-3267 Fax (505) 426-0279 Email darlene@ci.las-vegas.nm.us
 Guest 1 _____ Guest 2 _____ Guest 3 _____

Name badge required to attend all functions.

REGISTRATION FEES

Includes CLE tuition, materials, MCLE filing fees, two breakfasts, lunch vouchers, six breaks and opening reception.
 (Total food cost \$285/person. Total CLE cost \$409/person)

	Price	Qty.	Subtotal
<input type="checkbox"/> Standard Early Registration Fee (Must be postmarked by July 17.)	\$450	_____	_____
<input type="checkbox"/> After July 17 Fee	\$500	_____	_____
<input type="checkbox"/> YLD, Paralegal, Government and Legal Services Attorney (Must be postmarked by July 17.)	\$350	_____	_____
<input checked="" type="checkbox"/> After July 17, YLD, Paralegal, Government and Legal Services Attorney	\$400	<u>1</u>	<u>400.00</u>
<input type="checkbox"/> Guest (Includes name badge, breakfasts, breaks, and opening reception)	\$150	_____	_____

Conference Materials. All registrants will receive a flash drive, with updates on the website following the conference (included in registration fee).

SEPARATELY TICKETED EVENTS

Golf Tournament: The Broadmoor West Course, Wednesday, Sept. 30 (18-hole)

<input type="checkbox"/> Individual (Handicap/Average Golf Score _____)	\$235	_____	_____
<input type="checkbox"/> Foursome Players are:	\$940	_____	_____
1. _____ (Handicap/Average Golf Score _____)			
2. _____ (Handicap/Average Golf Score _____)			
3. _____ (Handicap/Average Golf Score _____)			
4. _____ (Handicap/Average Golf Score _____)			

Guest Event/Tour, Thursday, October 1, 10 a.m. – 3 p.m. (21-person minimum) \$30 _____
 Manitou Springs tour and shopping, Garden of the Gods tour, and Old Colorado City (lunch not included)

President's Reception/Buffer Dinner, Thursday, Oct. 1 \$75 per ticket 1 75.00
 Entertainment: The Woodpeckers Band (Children under 5, free) _____

TOTAL \$475.00

PAYMENT OPTIONS

Check or P.O. # _____ (Make checks payable to: New Mexico State Bar Foundation or NMSBF)
 I authorize the State Bar to charge my credit card or my bank account. VISA Master Card American Express Discover
 Credit Card Acct. No. _____ Exp. Date _____ CVV# _____
 Name (as it appears on credit card) _____

Register by mail or fax.

Mail: Center for Legal Education, PO Box 92860, Albuquerque, NM 87199-2860 **Fax:** 505-797-6071

Cancellations and Refunds: If you find that you must cancel your registration, send a written notice of cancellation via email or fax by 5 p.m. one week prior to the Annual Meeting. A refund, less a \$50 processing charge, will be issued. Registrants who fail to notify the Center for Legal Education one week prior will not receive a refund.

CLE Credit Information: The Center for Legal Education of the NMSBF is an accredited CLE course provider. Complete and submit a personal attendance record provided at the reception desk.

Hotel information is available on page 1 of this brochure.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: July 13, 2015

DEPT: Police

MEETING DATE: August 12, 2015

DISCUSSION ITEM/TOPIC: Discussion on out of State Travel

BACKGROUND/RATIONALE:

The Financial Management Training Seminar will be held in Washington, DC on September 23 through September 24, 2015. The Grants Administrator will be attending the seminar.

The seminars are designed for persons responsible for the financial administration of formula and/or discretionary grants and cooperative agreements awarded from Federal grant-in-aid programs administered by Department of Justice and Office Justice Program Bureaus and Offices

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



Juan F. Montaña,
Chief of Police

REVIEWED AND APPROVED BY:

ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

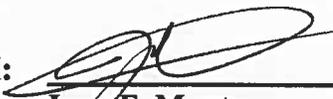
318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Chief Juan Montaña

MEMORANDUM

TO: Elmer Martinez
City Manager

FROM: 
Juan F. Montano
Chief of Police

DATE: July 13, 2015

RE: Out of State Travel-Washington DC
September 23- September 24, 2015
1 Grants Administrator Attending

Estimated Travel Cost

Per Diem for 3 Days 15 hours	\$675.00
Registration	Free
Flight cost	\$ 650.20
Rental Car	\$ 275.00
TOTAL COST	\$1600.20

All Expensive will be funded with the General Fund

XC: FILE



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Chief Juan F. Montaño

MEMORANDUM

TO: Juan F. Montaño, Chief of Police *Rev. 6-30-15*

FROM: *Beatrice Salazar*
Beatrice Salazar
Grants Administrator

THRU: _____
Kenneth Jenkins
Deputy Chief

DATE: June 26, 2015

RE: Request for Training

Attached you will find copies of training offered by Department of Justice on Financial Management for our JAG Grants. I do feel that it would be beneficial for me to attend the training to keep myself updated on changes. The last time I attended was 2011 and it is recommended attendance every two years.

This request will need to be placed on the agenda for out of state travel. While the training is free, per diem would need to be paid out of the general fund. Please inform me if it will be possible to go so I can make arrangements for the specified dates of September 23-24, 2015.

Thank you in advance for your consideration. Should you have any questions or would like to meet on this request, please feel free to contact me.

Review by: *Marla Martinez*
Marla Martinez, Finance Specialist

7/13/15
Date

Beatrice Salazar
Beatrice Salazar, Grants Administrator

06/26/15
Date

Approved/Disapproved
[Signature]
Juan F. Montaño
Chief of Police

6-30-15
Date

XC: Suzette Rudolph, Administrative Asst. I
File

U.S. DEPARTMENT OF JUSTICE | OFFICE OF JUSTICE PROGRAMS

2015 Financial Management Training Seminars

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Agenda

“Openness to questions, expertise of presenters, demonstrated desire to help. Huge amount of practical information.”

- Opening Remarks
 - Personal Introductions
 - Overview of Course
- OJP Programs/Organization Structure
- Federal Budget Process
- Financial Management Systems
- Federal Laws and Regulations
- Common Rules
 - Suspension and Debarment
 - Drug-Free Workplace
 - Lobbying
- 2 CFR Part 225 (also known as OMB Circular A-87)
 - Selected Items of Cost
- Supplanting
- Match Requirements
- Procurement
 - Justification for Sole Source
- Pre-Award Exercise
- Financial Analysis/Exercise
- Award Notification and Acceptance
- Conditions of Awards
- Availability of Funds
- Program Income
- Payments
- Adjustments
- Financial Reporting/Exercise
 - Financial Point of Contact (FPOC)
 - Audit Requirements
- OMB Circular A-133
 - Audit Requirements
- Monitoring/Fraud
- Close-outs
- Financial Guide/Resources
- American Recovery & Reinvestment Act of 2009
 - Reporting Requirements
- Wrap-Up
 - Memorable Moments
 - Evaluations
 - Certificates

Download PowerPoint Slides for the June 24-25 Training

[Day 1, Set 1 \[.PPT Format - 1.7kb\]](#)

[Day 1, Set 2 \[.PPT Format - 761kb\]](#)

[Day 2, Set 1 \[.PPT Format - 179kb\]](#)

[Day 2, Set 2 \[.PPT Format - 2.8kb\]](#)

[Day 2, Set 3 \[.PPT Format - 1.8kb\]](#)

[Day 2, Set 4 \[.PPT Format - 8.0kb\]](#)

Each Financial Management Training Seminar features a slide presentation. We offer seminar participants the PowerPoint presentation slides that will be used during the two days of training, and strongly suggest registrants print the slides to take along to the training. Each set of slides is seminar specific (correspond to the dates of the seminar), and can be printed as "3 slides per page," which provides a space for taking notes next to each slide. There are more than 200 slides in the full set.

Printed copies of these slides will not be distributed at the training.

Archived Training Materials

[May 22-23, 2013 RFMTS Training](#)

[August 21-22, 2013 RFMTS Training](#)

[November 20-21, 2013 RFMTS Training](#)

[March 31-April 1, 2014 RFMTS Training](#)

[June 11-12, 2014 RFMTS Training](#)

[December 1-2, 2014 RFMTS Training](#)

[Privacy Policy](#)

U.S. DEPARTMENT OF JUSTICE | OFFICE OF JUSTICE PROGRAMS

2015 Financial Management Training Seminars

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General Information – Live Seminars

“Very informative and educational. Best training by a Federal funding agency!”

Duration

Each 2-day seminar begins at 8:30 a.m. and ends at 5:00 p.m. Certificates are only provided to participants who fully complete the 2-day training. The certificates will be available online for printing to eligible participants after the completion of the seminar.

Who Should Attend

The seminars are designed for persons responsible for the financial administration of formula and/or discretionary grants and cooperative agreements awarded from Federal grant-in-aid programs administered by DOJ and OJP Bureaus and Offices.

Who Can Attend

Seminar attendance is open to those who have not attended a live seminar in the past two calendar years. All registrations are reviewed against this criterion, and individually approved. Notices indicating full approval to attend a seminar are emailed to registrants approximately 3 weeks after registration. Due to limited capacity, only two members from an organization can attend in a calendar year.

Seminar Curriculum

Seminars cover the formula/discretionary grants and cooperative agreements awarded by DOJ/OJP program offices. Knowledgeable and experienced OCFO officials introduce seminar topics, serve as primary seminar presenters, and facilitate seminar discussion. Topics to be covered include:

- Application review process
- Grantee financial reporting requirements
 - SF-425 Federal Financial Report (FFR-425)
 - SF-1512 Reporting
- Payment methods
- Matching fund requirements
- Indirect cost methods
- Monitoring responsibility
- Grant fraud awareness
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Grant closeout process

In addition, Federal regulations and requirements governing the recording and expenditure of program income, procurement, lobbying, compliance with drug-free workplace requirements, supplanting, and audits are reviewed. For more information, please reference the agenda page.

Cost

There is no registration fee for the seminars. Seminar attendees are responsible for all costs associated with their participation in the seminar, including transportation, lodging, and meals.

Seminar Facilities

All 2015 financial management trainings are taking place at the DOJ offices in Washington, DC. Seminar participants must be able to provide photo identification to access each training (government issued ID is recommended). The facility requires participants to submit to a personal inspection prior to accessing the seminar, and personal belongings are inspected and passed through an X-ray machine.

Facility personnel are provided with a list of approved participants in advance of the first day of the seminar. Only pre-approved participants whose names appear on the registration list are permitted to attend the meeting. There is no onsite registration or walk-ins allowed.

Seminar Attire

Participants are invited to dress casually.

Logistics and Hotel Accommodations

The logistics and hotel page on this website offers several lodging suggestions that are logistically near the seminar facility. DOJ has not pre-arranged a block of sleeping rooms for attendees; it is the responsibility of each attendee to find lodging.

Attendees presenting government identification may be exempt from some of the taxes; check with the hotel when you make your reservation. Attendees traveling on grant funds are required to book lodging at or below the government lodging per diem for Washington, DC. Please note that hotels in the Washington DC area can fill up quickly. Thus, making reservations early is recommended (after final attendance confirmation).

Transportation

Participants are responsible for arranging their own transportation. As noted on the logistics page, the DOJ training venue is within easy walking distance of a **Washington Metro** (subway) station.

Registration

Attendance for each seminar is limited, so register early. First-time attendees will be given priority. To ensure the training is available to as many participants as possible, please attend the training no more frequently than once every 2 years. Each person planning to attend the seminar must **register**.

Cancellations

There are always more grantees interested in attending these seminars than in the number of seminar spaces available. If you have been approved to attend a seminar and then find you are unable to attend, please e-mail the seminar registrar at rfmtsregistrar@esi-dc.com as soon as possible to enable a colleague to attend. We maintain a waitlist for each seminar, but need to notify these pre-approved individuals of the opening in time to allow them to make travel arrangements. Please note that we keep track of grantees who do not cancel in advance and are no shows to the training seminar. This can have an impact on future seminar participation.

Privacy Policy



Washington DC: Flight

Total:
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Flight

Airline Ticket(1) \$650.20
(Adult: 1)

Total due at booking

\$650.20

Taxes and fees included

Prices listed are in USD unless noted.

Baggage fees are NOT charged at booking.

Flight

Flight 1: Tue, Sep 22

<i>Alaska</i>	6:05 am	12h 52m	1 stop
	8:57 pm	ABQ-DCA	5h 35m LAX
Alaska Airlines			
ABQ-LAX Operated by SKYWEST AIRLINES AS AMERICAN EAGLE			

Flight 2: Fri, Sep 25

<i>Alaska</i>	7:25 am	18h 43m	1 stop
	12:08 am⁺¹	BWI-ABQ	10h 30m LAX
Alaska Airlines			
LAX-ABQ Operated by SKYWEST AIRLINES AS AMERICAN EAGLE			
This flight departs from a different airport.			

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CheapCash



You could earn **\$30.00** in CheapCash on this booking.

< Change flight

Last chance! Add a hotel & SAVE!

Check-in: Tue, Sep 22, 2015 | Check-out: Fri, Sep 25, 2015



Colony South Hotel and Conference Center

★★★

Guest Score 3.8 / 5

Save 20%

Save **\$94** booking together

+\$216

Add hotel

\$874 total



Site Feedback



**Grand Hyatt
Washington**
★★★★
Guest Score 4.2 / 5

+\$845

Add hotel

\$1,503 total



**The Westin
Washington, D.C. City
Center**
★★★★
Guest Score 3.9 / 5

+\$975

Add hotel

\$1,633 total



Washington Court Hotel
★★★★
Guest Score 4.1 / 5

+\$676

Add hotel

\$1,334 total

Save 10%
**Save \$247 booking
together**



The Dupont Circle Hotel
★★★★
Guest Score 4.3 / 5
**Save \$404 booking
together**

+\$1,007

Add hotel

\$1,665 total

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Pick-up: Tue, Sep 22, 2015 9:27 PM |
Drop-off: Fri, Sep 25, 2015 6:25 AM | Driver's age: 25+

Budget Economy



Car
Hyundai
Accent or
similar
Automatic,
A/C

5 2

4

Pick-up:
Reagan National
Airport (DCA)
In terminal

Drop-off:
Baltimore-
Washington
International
Airport (BWI)
In terminal



Site Feedback

+\$243

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	Economy	Compact	Midsize	Standard
 Budget				
Budget In terminal	Shown above	\$288 \$275 View details	\$292 \$278 View details	\$296 \$282 View details

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Site Feedback

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: August 6, 2015 **DEPT:** Police **MEETING DATE:** August 12, 2015

DISCUSSION ITEM/TOPIC: Ratification of authorization for out of State Travel

BACKGROUND/RATIONALE:

The purpose of this trip is to pick up a vehicle from the DLA Disposition Services at Ft. Bliss/El Paso, Texas. This service deals with the issuing of decommissioned military property to law enforcement agencies. This vehicle is a 2 1/2 ton military truck that will be used as a mobile command center for the Las Vegas Police Department. The vehicle will be transported back utilizing a city semi tractor trailer driven by a licensed CDL driver.

Las Vegas Police Department sent (3) three City of Las Vegas employees on August 6& 7, 2015.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



Juan F. Montañó,
Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



Chief Juan F. Montaña

MEMORANDUM

TO: Juan F. Montaña, Chief of Police

FROM:

[Signature]
Eric N Padilla
Commander

DATE: 07/31/2015

RE: Request for Travel

This memo is a request for the authorization of travel per diem to travel to El Paso TX on August 6, 2015. We will be spending one night and returning on August 7, 2015. The purpose of this trip is to pick up a vehicle from the DLA Disposition Services at Ft. Bliss, El Paso. I have made arrangement with Mr. Jesus Hathaway from the City of Las Vegas to assist us in bringing back this vehicle as it needs to be transported back on a tractor trailer. Commander Chris Lopez and I will be following Mr. Hathaway for support in case he has vehicle problems.

Should you have any questions, please do not hesitate to contact me. Thank you for your consideration in this matter.

Review by:

[Signature]
Marla Martinez, Finance Specialist

8/5/15 *General*
Date *Juan*

[Signature]
Beatrice Sena, Grants Administrator

080315 *no grants funds available*
Date *for this*

Approved/Disapproved

[Signature]
Juan F. Montaña
Chief of Police

8-5-15
Date

XC: Suzette Rudolph, Administrative Asst. I
File



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

ALFONSO E. ORTIZ, JR.
Mayor

MEMORANDUM

TO: Mayor and Council
FROM: 
Elmer J. Martinez, City Manager
DATE: August 4, 2015
RE: Out of State Travel for Vehicle Pick-up

The CLV Police Department has been donated a Military Truck from DRMO (Defense Realization and Marketing Office) in El Paso, Texas. The Police Department is now in need of an immediate pick up of the vehicle. The notice of donation was very short and it is very important that the vehicle be picked up as soon as possible, if not it will be donated to another entity.

This Military Truck will be primarily utilized as a mobile Command Center by the Police Department.

At this time, I am authorizing out-of-state travel to City Personnel in order to pick up the donated vehicle in a timely manner. I will take the out-of-state travel as an agenda item to the next Council Meeting for formal approval by Council.

Should you have any questions or concerns regarding this travel, please feel free to contact me.

xc: file

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/31/2015

DEPT: FINANCE

MEETING DATE: 08/12/2015

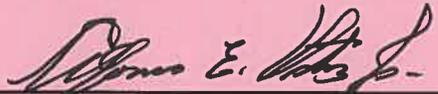
DISCUSSION ITEM/TOPIC: RESOLUTION #15-36 SALE OF OBSOLETE EXCESS PROPERTY.

BACKGROUND/RATIONALE: THE CITY IS PLANNING AN AUCTION FOR OBSOLETE MATERIALS SUCH AS COMPUTERS, OBSOLETE VEHICLES, OTHER OBSOLETE EQUIPMENT, SCRAP METALS, ETC. THAT ARE BEYOND THEIR USEFUL LIFE AND HAVE FULLY DEPRECIATED.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN M. GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION 15-36
OBSOLETE EXCESS PROPERTY

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a need for disposition of items deemed unusable; and

WHEREAS, the City of Las Vegas is proposing to auction, bid out and/or sell off obsolete equipment including items that have been fully depreciated, to include scrap metal, and dispose of other items deemed unusable; and

WHEREAS, a request will be submitted to Department of Finance and Administration for approval to auction, bid out and/or sell off surplus and obsolete equipment including scrap metal; and

WHEREAS, a notice of sale will be submitted to Office of the State Auditor for informational purposes; and

WHEREAS, the sale of identified surplus property will be held in FY 2015-2016; and

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the sale of obsolete equipment, scrap metal, and/or surplus equipment respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 19th day of August, 2015.

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

Community Dev.	12' Change Arm for reader board letters	12'			Excellent	Community Dev. Storage	\$20.00
Museum	Printer		CNHCTD907Q	BAD	OUTSIDE CD	\$2.00	
Museum	HP Printer	C4224A	USPFO13090	BAD	OUTSIDE CD	\$2.00	
Museum	1/2 Door	N/A	N/A	Fair	Museum	\$2.00	
Museum	Rolling Chair	N/A	N/A	***Broken***	Museum	\$1.00	
Museum	Rolling Chair	N/A	N/A	Poor	Museum	\$1.00	
Museum	RCA VCR	VMT295	641280094	Good	Museum	\$1.00	
Museum	American Tourister Suitcase	N/A	N/A	Good	Museum	\$2.00	
1981	BOBCAT	BOBCAT/W BACK HOE	4958M20601	NEEDS INJECT	DIESEL	\$200.00	
	CRAFTMAN	RIDING MOWER	UNKNOW	POOR	GAS	\$50.00	
	UNKNOW	HYDRAULIC AUGER	UNKNOW	NOT OPERATIONAL	UNKNOW	\$50.00	
1 FINANCE	OIL FILTER	85726	3 EACH	NEW	INVENTORY WAREHOUSE		
2 FINANCE	OIL FILTER	85792	3 EACH	NEW	INVENTORY WAREHOUSE		
3 FINANCE	OIL FILTER	85516	3	NEW	INVENTORY WAREHOUSE		
4 FINANCE	OIL FILTER	85515	2	NEW	INVENTORY WAREHOUSE		
5 FINANCE	OIL FILTER	85748	3	NEW	INVENTORY WAREHOUSE		
6 FINANCE	OIL FILTER	85791	3	NEW	INVENTORY WAREHOUSE		
7 FINANCE	AIR FILTER	87098	1	NEW	INVENTORY WAREHOUSE		
8 FINANCE	AIR FILTER	88077	2	NEW	INVENTORY WAREHOUSE		
9 FINANCE	AIR FILTER	88174	2	NEW	INVENTORY WAREHOUSE		
10 FINANCE	AIR FILTER	88220	1	NEW	INVENTORY WAREHOUSE		
11 FINANCE	AIR FILTER	88433	2	NEW	INVENTORY WAREHOUSE		
12 FINANCE	AIR FILTER	88429	3	NEW	INVENTORY WAREHOUSE		
13 FINANCE	OIL FILTER	85085	3	NEW	INVENTORY WAREHOUSE		
14 FINANCE	OIL FILTER	85042	3	NEW	INVENTORY WAREHOUSE		
15 FINANCE	OIL FILTER	84182	3	NEW	INVENTORY WAREHOUSE		
16 FINANCE	AIR FILTER	88489	1	NEW	INVENTORY WAREHOUSE		
17 FINANCE	AIR FILTER	88490	1	NEW	INVENTORY WAREHOUSE		
18 FINANCE	FUEL FILTER	86899	1	NEW	INVENTORY WAREHOUSE		
19 FINANCE	OIL FILTER	85798	2	NEW	INVENTORY WAREHOUSE		
20 FINANCE	OIL FILTER	85040	2	NEW	INVENTORY WAREHOUSE		
21 FINANCE	AIR FILTER	88418	2	NEW	INVENTORY WAREHOUSE		
22 FINANCE	AIR FILTER	88153	2	NEW	INVENTORY WAREHOUSE		
23 FINANCE	AIR FILTER	88134	2	NEW	INVENTORY WAREHOUSE		
24 FINANCE	AIR FILTER	83883	1	NEW	INVENTORY WAREHOUSE		
25 FINANCE	OIL FILTER	84899	3	NEW	INVENTORY WAREHOUSE		
26 FINANCE	AIR FILTER	87843	2	NEW	INVENTORY WAREHOUSE		
27 FINANCE	AIR FILTER	88435	2	NEW	INVENTORY WAREHOUSE		

\$ 500 .

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28	FINANCE	AIR FILTER	87488	1	NEW	INVENTORY WAREHOUSE	
29	FINANCE	OIL FILTER	84202	2	NEW	INVENTORY WAREHOUSE	
30	FINANCE	AIR FILTER	83184	2	NEW	INVENTORY WAREHOUSE	
31	FINANCE	AIR FILTER	88416	2	NEW	INVENTORY WAREHOUSE	
32	FINANCE	AIR FILTER	87389	2	NEW	INVENTORY WAREHOUSE	
33	FINANCE	AIR FILTER	88117	2	NEW	INVENTORY WAREHOUSE	
	DEPARTMENT	ITEM	MODEL #	ITEM	ITEM	ITEM	
1	FINANCE	AUTO BULB	b9005	28	NEW	INVENTORY WAREHOUSE	
2	FINANCE	AUTO BULB	9005	6	NEW	INVENTORY WAREHOUSE	
3	FINANCE	AUTO BULB	9007	8	NEW	INVENTORY WAREHOUSE	
4	FINANCE	VACUAM BAGS		41 EACH	NEW	INVENTORY WAREHOUSE	
5	FINANCE	VACUAM BELTS		3 EACH	NEW	INVENTORY WAREHOUSE	
6	FINANCE	DESK CALENDER	2013	1 EACH	NEW	INVENTORY WAREHOUSE	
7	FINANCE	WEEKLY DAY MINDER	2013	5 EACH	NEW	INVENTORY WAREHOUSE	
8	FINANCE	DAILY REFILLS 2013-2014	REFILLS	9 EACH	NEW	INVENTORY WAREHOUSE	
9	FINANCE	BIG SPRAY BOTTLES W/TRIGGER		7 EACH	NEW	INVENTORY WAREHOUSE	
10	FINANCE	DRY LAUNDRY SOAP	BOX SOAP	7 EACH	NEW	INVENTORY WAREHOUSE	
11	FINANCE	HP CARTRIDGE C4092A	C4092A	2 EACH	NEW	INVENTORY WAREHOUSE	3
12	FINANCE	HP IMAGING DRUM C4195A	C4195A	3 EACH	NEW	INVENTORY WAREHOUSE	0
13	FINANCE	HP CARTRIDGE C4127A	C4127A	2 EACH	NEW	INVENTORY WAREHOUSE	0
14	FINANCE	LEMARK PRINTER	X63	1	UNKNOWN	INVENTORY WAREHOUSE	0
15	FINANCE	HP DESKJET PRINTER	940C	1	UNKNOWN	INVENTORY WAREHOUSE	0
16	FINANCE	cart 88	88		new	INVENTORY WAREHOUSE	0

CITY COUNCILWORK SESSION AGENDA REQUEST

DATE: 7/28/15

DEPT: Public Works

MEETING DATE: 8/12/15

DISCUSSION ITEM/TOPIC: 2017-2021 Infrastructure Capital Improvement Plan (ICIP) Prioritization of Projects and consideration of approval Resolution #15-37 adopting the 2017-2021 Infrastructure Capital Improvement Plan for the City of Las Vegas

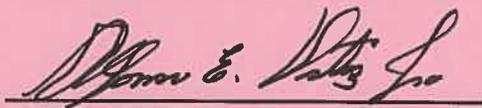
BACKGROUND/RATIONALE: The Department of Finance, Local Government Division recommends that municipalities prepare and submit an ICIP in order to plan the systematic allocation of funds and also enable the Executive Branch of State Government to propose a rationale ICIP to the Legislature for Funding.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)



ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS, NM
RESOLUTION NO. 15 - 37**

A Resolution adopting and Infrastructure Capital Improvement Plan (ICIP)

WHEREAS, the municipality of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, the Infrastructure Capital Improvement Plan is the mechanism that is utilized to define needs, establish priorities and pursue viable actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification selection in short and long range capital planning efforts.

NOW, THEREFORE, be it and it hereby is resolved by the governing body of the City of Las Vegas that:

1. The City of Las Vegas has adopted the attached Infrastructure Capital Improvement Plan, and
2. It is intended that the plan be a working document and is the first of many steps toward improving, rational, long-range planning and budgeting for New Mexico's infrastructure, and
3. This Resolution supersedes Resolution No. 14-59.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

CITY OF LAS VEGAS

MAYOR

ATTEST:

CASANDRA FRESQUEZ, CITY CLERK

DAVE ROMERO, CITY ATTORNEY
(for legal sufficiency only)

Last years

2016-2020 Infrastructure Capital Improvement Plan Project Summary

ID	Year/Rank	Project Title	Category	Funded	2016	2017	2018	2019	2020	Total Project Cost	Amount	Phases
				to date							Not Yet Funded	
Las Vegas												
27834	2016/001	Bradner Dam Expansion	Water Supply	13,087,500	26,954,170	0	0	0	0	40,041,670	40,041,670	Yes
11495	2016/002	Abe Montoya Recreation Center Improvements	Public Parks (local)	0	3,300,000	0	0	0	0	3,300,000	3,300,000	No
27840	2016/003	Peterson Dam Rehabilitation	Water Supply	1,287,818	2,155,000	2,155,000	0	0	0	5,597,818	5,597,818	Yes
25347	2016/004	Water Treatment Plant Oxidation	Water Supply	293,751	3,546,898	0	0	0	0	3,840,649	3,840,649	Yes
25345	2016/005	Raw Water Conveyance System Improvements	Water Supply	1,222,100	2,420,000	1,867,000	2,518,334	2,518,333	2,518,333	13,064,100	13,064,100	Yes
25343	2016/006	Groundwater Treatment and Production	Water Supply	2,369,561	4,551,271	1,600,000	1,600,000	1,600,000	0	11,720,832	11,720,832	No
26283	2016/007	Family Fun Center	Economic Development	0	600,000	5,000,000	0	0	0	5,600,000	5,600,000	Yes
25348	2016/008	Water Treatment Plant Building Repairs	Water Supply	0	78,020	24,520	24,520	24,520	24,520	176,100	176,100	No
25353	2016/009	Effluent Reuse System	Wastewater	0	1,406,498	900,000	500,000	500,000	500,000	3,806,498	3,806,498	No
27896	2016/010	Plaza Bridge Street Reconstruction	Hiways/Roads/Streets/Bridges	0	1,620,000	0	0	0	0	1,620,000	1,620,000	Yes
21312	2016/011	Carnegie Library Renovation	Libraries	0	1,085,000	1,155,000	1,000,000	0	0	3,240,000	3,240,000	No
22730	2016/012	Fire & Police Equipment	Public Safety Equipment/Bldgs	0	1,000,000	500,000	145,000	60,000	201,300	1,906,300	1,906,300	No
24010	2016/013	E. Romero Fire and Hose Building	Museums	0	500,000	0	0	0	0	500,000	500,000	No
18959	2016/014	Riverwalk Improvements	Public Parks (local)	0	100,000	1,300,000	0	0	0	1,400,000	1,400,000	No
13921	2016/015	Dee Bibb Industrial Park Infrastructure Improv	Hiways/Roads/Streets/Bridges	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
14340	2016/016	T Hangars Renovation/Construction	Airports	0	30,000	300,000	0	0	0	330,000	330,000	No
15548	2016/017	Wastewater Collection System	Wastewater	0	2,050,000	375,000	200,000	200,000	200,000	3,025,000	3,025,000	No
22754	2016/018	Public Facilities Upgrade and Improvements	Adm/Service Facilities (local)	0	770,000	400,000	0	0	0	1,170,000	1,170,000	Yes
10473	2016/019	Remodel Fire Stations 2	Fire	0	300,000	0	0	0	0	300,000	300,000	No
24088	2016/020	Housing Upgrade and Improvements	Housing-Related Cap Infra	0	2,000,000	1,230,000	5,000,000	3,000,000	0	11,230,000	11,230,000	No
25809	2016/021	City of Las Vegas-Gallinas Picnic Grounds	Economic Development	0	100,000	50,000	1,500,000	0	0	1,650,000	1,650,000	No
24067	2016/022	Wastewater Treatment Plant Upgrade	Wastewater	0	918,638	0	0	0	0	918,638	918,638	No
23889	2016/023	Police Crime Scene Van	Public Safety Vehicles	0	145,000	0	0	0	0	145,000	145,000	No
24040	2016/024	University Avenue Gateway Project	Hiways/Roads/Streets/Bridges	0	380,000	0	0	0	0	380,000	380,000	No
25808	2016/025	Old City Hall Reconstruction	Adm/Service Facilities (local)	0	1,360,000	0	0	0	0	1,360,000	1,360,000	No
25933	2016/026	Las Vegas Police Department Remodel	Public Safety Equipment/Bldgs	0	80,000	0	0	0	0	80,000	80,000	No
9790	2016/027	Replacement of Solid Waste Heavy Equip	Solid Waste	0	350,000	300,000	0	0	0	650,000	650,000	No
26188	2016/028	Hannah Park Improvements	Public Parks (local)	0	320,000	0	0	0	0	320,000	320,000	No
25817	2016/029	Municipal/Judicial Complex	Adm/Service Facilities (local)	0	1,650,000	0	0	0	0	1,650,000	1,650,000	No
21584	2016/030	Christine Drive Repavement Project	Hiways/Roads/Streets/Bridges	0	230,000	0	0	0	0	230,000	230,000	No
17045	2016/031	Information System Upgrade Phase I & II	Adm/Service Facilities (local)	0	1,200,781	0	0	0	0	1,200,781	1,200,781	No
25183	2016/032	Government Building Target Hardening	Public Safety Equipment/Bldgs	0	220,000	0	0	0	0	220,000	220,000	No

2016-2020 Infrastructure Capital Improvement Plan Project Summary

ID	Year/Rank	Project Title	Category	Funded						Total Project	Amount	Phases
				to date	2016	2017	2018	2019	2020	Cost	Not Yet Funded	
25302	2016/033	Transfer Station Pavement and Drainage Project	Solid Waste	0	333,000	0	0	0	0	333,000	333,000	No
26172	2016/034	Homeless Shelter	Housing-Related Cap Infra	0	210,000	2,000,000	0	0	0	2,210,000	2,210,000	No
28023	2016/035	Depot Surveillance System	Adm/Service Facilities (local)	0	5,000	0	0	0	0	5,000	5,000	No
26189	2016/036	Housing Infrastructure Improvements	Housing-Related Cap Infra	0	960,000	0	0	0	0	960,000	960,000	No
10647	2016/037	Training Tower Construction	Fire	0	272,000	0	0	0	0	272,000	272,000	No
22673	2016/038	Rosenwald/Sulzbacher Reconstruction Project	Hiways/Roads/Streets/Bridges	0	825,000	0	0	0	0	825,000	825,000	No
12390	2016/039	Records Storage/Archives Facility	Adm/Service Facilities (local)	100,000	70,000	0	0	0	0	170,000	170,000	No
15547	2016/040	Drainage Improv to Arroyos	Storm/Surface Water Control	0	300,000	533,662	1,500,000	15,000,000	0	17,333,662	17,333,662	No
12191	2016/041	Equipment for Risk Management	Public Safety Equipment/Bldgs	0	10,000	0	0	0	0	10,000	10,000	No
26683	2016/042	Douglas Plaza	Economic Development	0	75,000	100,000	1,500,000	0	0	1,675,000	1,675,000	No
12398	2016/043	Gas Transmission Line Replacement and Repairs	Utilities (publicly-owned)	0	50,000	800,000	0	0	0	850,000	850,000	No
25350	2016/044	Annual Leak Repair and replacement	Water Supply	0	578,000	1,100,000	550,000	550,000	550,000	3,328,000	3,328,000	No
25550	2016/045	Desalination of Taylor Well 7 Brackish Groundwater	Water Supply	0	1,597,365	2,928,906	1,464,453	1,464,453	1,434,453	8,889,630	8,889,630	No
25816	2016/046	Playground Equipment	Public Parks (local)	0	100,000	0	0	0	0	100,000	100,000	No
26173	2016/047	Mountain View Park Improvements	Public Parks (local)	0	250,000	50,000	0	0	0	300,000	300,000	No
27899	2016/048	Senior Center Parking Lot Improvements	Hiways/Roads/Streets/Bridges	0	540,000	0	0	0	0	540,000	540,000	No
12686	2016/049	Rough Rider Museum Renovation	Museums	0	110,000	40,000	270,000	1,000,000	0	1,420,000	1,420,000	No
21305	2016/050	Animal Shelter Renovation Project	Other	0	100,000	150,000	0	0	0	250,000	250,000	No
25178	2016/051	Bullet Proof Vest Replacement	Public Safety Equipment/Bldgs	0	25,000	25,000	25,000	25,000	25,000	125,000	125,000	No
27898	2016/052	Hot Springs Blvd Reconstruction	Hiways/Roads/Streets/Bridges	0	1,080,000	0	0	0	0	1,080,000	1,080,000	No
25190	2016/053	Transportation Comprehensive Plan-GIS	Other	0	200,000	0	0	0	0	200,000	200,000	No
10733	2016/054	Mainstreet Corridor Improvement Project	Economic Development	0	1,325,000	1,650,000	1,000,000	700,000	700,000	5,375,000	5,375,000	Yes
13878	2016/055	Fifth Street Reconstruction	Hiways/Roads/Streets/Bridges	0	301,382	994,146	0	0	0	1,295,528	1,295,528	No
18986	2017/001	Macario Gonzales Community Neighborhood	Housing-Related Cap Infra	0	0	100,000	2,800,000	1,500,000	0	4,400,000	4,400,000	No
25209	2017/002	Bradner and Peterson Dam Impervious Liner	Water Supply	0	0	850,000	3,200,000	0	0	4,050,000	4,050,000	No
25189	2017/003	8th Street Extension Reconstruction	Hiways/Roads/Streets/Bridges	0	0	100,000	1,000,000	0	0	1,100,000	1,100,000	No
25290	2017/004	Solid Waste Mechanic Garage	Solid Waste	0	0	35,000	315,000	0	0	350,000	350,000	No
21590	2017/005	Rodriguez Park Expansion Phase II--Sports Complex	Public Parks (local)	0	0	200,000	50,000	280,000	0	530,000	530,000	No
10747	2017/006	Safety Vehicle/Risk Mgmt	Public Safety Vehicles	0	0	22,000	0	0	0	22,000	22,000	No
12231	2017/007	Replacement of PVC Gas Lines in West Las Vegas	Utilities (publicly-owned)	0	0	10,000	120,000	0	0	130,000	130,000	No
12326	2017/008	Training Room/Risk Management	Adm/Service Facilities (local)	0	0	12,000	81,000	0	0	93,000	93,000	No
10681	2017/009	Police Public Safety Vehicles	Public Safety Vehicles	0	0	174,800	174,800	174,800	0	524,400	524,400	No

2016-2020 Infrastructure Capital Improvement Plan Project Summary

ID	Year/Rank	Project Title	Category	Funded						Total Project	Amount	Phases
				to date	2016	2017	2018	2019	2020	Cost	Not Yet Funded	
10716	2017/010	Heavy Rescue Unit	Public Safety Equipment/Bldgs	0	0	500,000	0	0	0	500,000	500,000	No
10732	2017/011	Fire Substation Las Vegas Airport	Fire	0	0	8,500	241,500	0	0	250,000	250,000	No
10680	2017/012	Land Acquisition/Police Dept	Public Safety Equipment/Bldgs	0	0	100,000	110,000	0	0	210,000	210,000	No
10273	2017/014	Firing Range Training Facility	Public Education (state only)	0	0	10,000	50,000	0	0	60,000	60,000	No
19032	2017/015	Digital Archiving System	Adm/Service Facilities (local)	0	0	50,000	0	0	0	50,000	50,000	No
12185	2017/016	Water, Gas Lines to Airport	Utilities (publicly-owned)	0	0	123,000	1,227,500	0	0	1,350,500	1,350,500	No
25342	2017/018	Outdoor Events Center	Other	0	0	10,000	50,000	0	0	60,000	60,000	No
14269	2017/019	Williams Drive Reconstruction	Hiways/Roads/Streets/Bridges	0	0	20,000	442,000	420,000	0	882,000	882,000	No
25288	2017/020	Solid Waste Recycling Center and Equipment	Solid Waste	0	0	60,000	740,000	0	0	800,000	800,000	No
21598	2017/021	Ridge Runner Road Reconstruction	Hiways/Roads/Streets/Bridges	0	0	20,000	190,000	0	0	210,000	210,000	No
24192	2017/022	Housing-Rodriguez Park Area	Housing-Related Cap Infra	0	0	50,000	1,875,000	1,875,000	1,875,000	5,675,000	5,675,000	No
25982	2017/023	Utilities Building and Site Improvements	Adm/Service Facilities (local)	0	0	10,000	668,500	0	0	678,500	678,500	No
17057	2017/024	Keen Street Construction	Hiways/Roads/Streets/Bridges	0	0	48,000	570,000	0	0	618,000	618,000	No
17060	2017/025	West National Street construction	Hiways/Roads/Streets/Bridges	0	0	50,000	510,000	0	0	560,000	560,000	No
25210	2018/001	Bradner Dam improvements	Water Supply	0	0	0	1,070,000	4,800,000	0	5,870,000	5,870,000	No
25211	2018/002	Stage 2 WTP O&M Imprvemnts	Water Supply	0	0	0	46,600	77,600	0	124,200	124,200	No
25261	2018/003	City Surveillance Project	Public Safety Equipment/Bldgs	0	0	0	10,000	100,000	0	110,000	110,000	No
17649	2018/004	Kavanaugh Street Reconstruction	Hiways/Roads/Streets/Bridges	0	0	0	9,800	98,000	0	107,800	107,800	No
15628	2018/005	Kretz Drainage	Storm/Surface Water Control	0	0	0	15,000	185,000	1,000,000	1,200,000	1,200,000	No
15644	2018/006	Second Street Drainage	Storm/Surface Water Control	0	0	0	40,000	760,000	0	800,000	800,000	No
12190	2018/007	Equipment/Software for Carnegie Library	Libraries	0	0	0	25,000	0	0	25,000	25,000	No
12393	2018/008	Keyes Park Improvements	Public Parks (local)	0	0	0	50,000	450,000	0	500,000	500,000	No
9792	2018/009	Transfer Station Facility Repairs	Adm/Service Facilities (local)	0	0	0	60,000	640,000	0	700,000	700,000	No
25806	2019/001	Park Improvements, landscaping, and amenities	Public Parks (local)	0	0	0	0	300,000	0	300,000	300,000	No
25262	2019/002	Special Event Equipment	Economic Development	0	0	0	0	60,000	0	60,000	60,000	No
12958	2019/003	Recreation Department Vehicle Replacement	Other	0	0	0	0	35,000	0	35,000	35,000	No
14341	2019/004	Northern Arterial	Hiways/Roads/Streets/Bridges	0	0	0	0	1,500,000	15,000,000	16,500,000	16,500,000	No
Subtotal Las Vegas				18,360,730	72,238,023	30,091,534	34,539,007	39,897,706	24,028,606	219,155,606	219,155,606	

Priorities for Ranking

ID	YEAR/RANK	PROJECT TITLE	PROJECT DESCRIPTION	CATEGORY
27834	2017/001	Bradner Dam Expansion	To plan and construct the Bradner Dam expansion to increase storage capacity. Increase Storage capacity of Bradner Dam from 300 acre feet to 2000 acre feet. The existing dam will be raised from 68 feet to approximately 150 feet high. Partial design has been completed as well as archaeological and environmental studies.	Water Supply
11495	2017/002	Abe Montoya Recreation Center Improvements	The Abe Montoya Recreation Center is in critical need of repair/replacement. Severe moisture build up and corrosion is currently creating an unsafe environment for workers and hazardous conditions for the fitness center patrons. This project includes repair/replacement of HVAC/A.C. system. This system has been constantly repaired and maintenance costs are overwhelming.	Public Parks
27840	2017/003	Peterson Dam Rehabilitation	Phase I to plan. Phase II to design. Phase III to construct and rehabilitate Peterson Dam to repair seepage through the dam section, control seepage through the dam abutments and foundation, mitigate or control reservoir seepage along the north reservoir rim, minimizing downstream foundation erosion during potential dam over topping during floods up to and including the spillway design and rehabilitate or replacement of outlet works. The goal being to increase storage capacity. The City has completed a majority of design and necessary studies.	Water Supply
25345	2017/004	Raw Water Conveyance	To plan, design, engineer, survey, acquire easements and rights of way, construct, improve and upgrade approximately 16,000 LF of 24 inch diameter pipeline for the water conveyance system from the existing Gallinas Diversion structure to Peterson and Bradner Reservoirs, to include pre sedimentation basin, raw water pump station and reservoir interconnect pipeline upgrades, to include all valves, gates, gauges, meters and all appurtenances for the improvements in Las Vegas in San Miguel County	Water Supply
25343	2017/005	Groundwater Treatment and Production	Plan, design, equip and connect two additional wells to increase production from the Taylor Well Field.	Water Supply
26283	2017/006	Family Fun Center	Plan, design and construct a family fun center in Downtown Las Vegas to include a sports bar, 16 lane bowling alley, putt putt center, family arcade, and a six set movie theatre	Economic Development
New	2017/007	Plaza Park Electrical Upgrade	Plan, design, equip and upgrade electrical system at Plaza Park	Economic Development
26188	2017/008	Hannah Park Improvements	Plan, design and Installation of drainage and effluent lines, field improvements to include leveling, seeding and installation of benches, water fountains, playground equipment and signage	Public Parks
10733	2017/009	Mainstreet Corridor Improvement Project	Streetscape and way finding improvements to include: an underground engineering study, sidewalk restoration, landscaping, lighting, street furniture, signage and gateways into historically and culturally significant downtown districts	Economic Development
22673	2017/010	Rosenwald/Sulzbacher Reconstruction Project	Plan, design and construct 1811 square feet of Roadway and Drainage improvements on Sulzbacher Street	Hiways/Roads/Streets/Bridges
25808	2017/011	Old City Hall Reconstruction	Old City Hall repair and renovate. The interior will require minor modification to accommodate office space for Community Development Department (planning, zoning, business licensing, historic preservation, mapping, and building permits) and associated organizations. The project scope of work will focus on the repair of existing construction (stone, wooden windows, roofing, plaster walls/ceilings, roof repair, and flooring), but especially the installation of service systems. The two story structure will be made universally accessible. Energy efficient technologies and materials such as weather-stripping/storm windows, motion sensing light systems, low flowing flowing plumbing fixtures and energy efficient heating and cooling will be installed.	Administrative/Services Facilities
25817	2017/012	Municipal/Judicial Complex	Remodel/replace existing municipal building	Administrative/Services Facilities
22730	2017/013	Fire & Police Equipment	Acquisition of fire and police equipment to include but not limited to bullet proof vests, communication upgrades, SCVA fill station (breathing air-fill station), completely outfitted police cars, and a crime scene van.	Public Safety
215998	2017/014	Ridgerunner Road Construction	Plan, Design and Reconstruction of Ridge Runner Road. The roadway is subject to increasing traffic due to new developments in the area and has deteriorated to the point of needing complete rehabilitation	Hiways/Roads/Streets/Bridges
17057	2017/015	Keen Street Construction	Design and construct roadway and drainage improvements.	Hiways/Roads/Streets/Bridges

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: Jul. 28, 15

DEPT: Police

MEETING DATE: Aug. 12, 15

DISCUSSION ITEM/TOPIC: Rescinding Resolution No. 14-26 Duty Weapon
Decommission Retirement Transaction

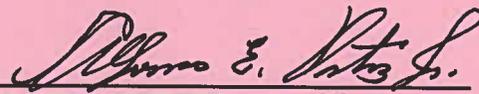
BACKGROUND/RATIONALE: Due to financial restraints, it is no longer feasible to relinquish city property. The Las Vegas City Police department will no longer decommission a Police Officers Primary duty weapon (side arm) upon his/her retirement.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



Juan F. Montaña,
Chief of Police

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS
RESOLUTION NO. 15-31

**A RESOLUTION RESCINDING RESOLUTION 14-26 IN ITS ENTIRETY
ENTITLED DUTY WEAPON DECOMMISSION RETIREMENT TRANSACTION.**

WHEREAS, on May 20, 2015 the Governing Body passed and approve Resolution No. 14-26 Duty Weapon Decommission Retirement Transaction; and

WHEREAS, due to financial constraints, it is no longer financially feasible to relinquish City property and purchase replacements upon the retirement of each officer; and

WHEREAS, City of Las Vegas and Las Vegas City Police department will no longer decommission a Police Officer's primary duty weapon (side arm) upon his/her retirement and will not transfer it to him/her; and

NOW, THEREFORE, The Governing Body of the City of Las Vegas rescinds Resolution No. 14-26.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2015.

Alfonso E. Ortiz Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/29/15

DEPT: Utilities Dept.

MEETING DATE: 08/12/15

DISCUSSION ITEM/TOPIC: Recommendation to award bid No. 2016-01 for the Solid Waste Line Extension materials as a multiple source award to Baker Utility Supply and HD WaterWorks.

BACKGROUND/RATIONALE: The purpose of this project is to purchase materials for city workers to install 2000' of 12" water line to the Las Vegas Solid Waste transfer station on Airport Road. The project will include valves, fire hydrants and additional parts and materials. Upon completion of the East Loop Jack and Bore project the means to provide water to the transfer station will be complete. We would like to award to both bidders as prices are lower on different materials for each vendor.

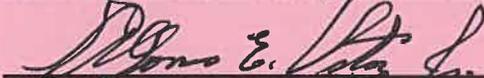
Advertised: July 15, 2015 – Albuquerque Journal, Las Vegas Optic and City Website
Bid Opening: July 29, 2015
Number of Bidders: 2 (see attached bid opening form and bid tabulation)
Low Bidder: Baker Utility Supply – \$64,143.22
HD Water Works – \$68,277.84
Funding Source: City Budget
Line Item Number: 646-0000-650-8777

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Solid Waste Water Line Extension
PROJECT NUMBER: UT-SWPWL-2015
PROJECT MANAGER: Maria Gilvarry

ENGINEER: N/A
CONTRACT NUMBER: _____

PROJECT DESCRIPTION:

Installation and service on 2000' of 12" water line, 300' of 6" water line, valves, fire hydrants and all appurtenances.

Bid is for Materials only

TIMELINE: July 2015 to September 2015

FUNDING SOURCES

City \$80,000.00
 State _____
 Federal _____
 Total Funds \$80,000.00

ESTIMATED EXPENDITURES

Design _____
 Engineering Services _____
 Materials \$ 62,256.03
 Total w/ GRT \$62,256.03

BUDGETED AMOUNT: \$100,000.00

LINE ITEM NUMBER: 646-0000-650-8777

ACTION	DESCRIPTION	DATE
Funding Source	City Budget	
Loan/Grant/City	City \$	
	Grant \$	
	Loan \$	
	Total \$	
Authorized Ordinance		NA
Loan/Subsidy Agreement		NA
Engineering Services Agreement	Contract# _____ Task Order# _____ \$	NA
Engineering Estimate	Total Engineer's Estimate \$	NA
Bid Document Review	Bid #2016-01	7/1/15
Advertisement	LV Optic and Abq Journal	7/15/15
Bid Opening	Purchasing Office	7/29/15
Bid Tabulation	Contractor _____ Amount _____	TBD
	Contractor _____ Amount _____	
	Contractor _____ Amount _____	
	Contractor _____ Amount _____	
Construction Estimate	Contractor Share \$ _____ (Including NMGRT)	TBD
	City Share \$ _____	
Engineer's Recommendation	Contractor _____	NA
Staff Recommendation		TBD
Committee Recommendation	Item discussed at Utility Advisory Committee-recommendation for approval.	8/4/15
Council Approval	Item taken to City Council Workshop for discussion	8/12/15
	Item taken to City Council for approval	8/19/15
Notice To Proceed		

SOLID WASTE LINE EXTENSION - BID TABULATION
(Recommended Awardments in Green)

	Item	Unit	Qty	Baker Price Each	Baker Net Price	HD Supply Price Each	HD Supply Net Price
A	12" PVC, C-900 (Blue)	FT	2000	\$ 13.25	\$ 26,500.00	\$ 13.15	\$ 26,300.00
B	6" PVC, C-900 (Blue)	FT	60	\$ 3.90	\$ 234.00	\$ 3.77	\$ 226.20
C	2" PVC, Water, Bell/Spigot	FT	60	\$ 0.69	\$ 41.40	\$ 0.79	\$ 47.40
D	6" spool, MJ	EA	1	\$ 62.00	\$ 62.00	\$ 47.99	\$ 47.99
E	6" spool, Flange	EA	2	\$ 136.00	\$ 272.00	\$ 148.80	\$ 297.60
F	6" Hymax coupling	EA	2	\$ 187.34	\$ 374.68	\$ 188.62	\$ 377.24
G	6" 90 degree Ell, MJ	EA	4	\$ 63.50	\$ 254.00	\$ 70.82	\$ 283.28
H	6" Megalug Kit	EA	10	\$ 26.75	\$ 267.50	\$ 26.27	\$ 262.70
I	6" MJ Gasket Kit	EA	10	\$ 12.50	\$ 125.00	\$ 8.42	\$ 84.20
J	6" Gate Valve, MJ-Flange	EA	4	\$ 465.00	\$ 1,860.00	\$ 489.83	\$ 1,959.32
K	12" Megalug Kit	EA	5	\$ 66.00	\$ 330.00	\$ 77.25	\$ 386.25
L	12" MJ Gasket Kit	EA	5	\$ 15.95	\$ 79.75	\$ 12.36	\$ 61.80
M	12" Butterfly Valve, MJ	EA	2	\$ 1,125.00	\$ 2,250.00	\$ 1,039.24	\$ 2,078.48
N	12" cap, MJ	EA	1	\$ 72.00	\$ 72.00	\$ 92.11	\$ 92.11
O	Fire Hydrant, 5 ft., Dry Barrel	EA	3	\$ 1,725.00	\$ 5,175.00	\$ 1,721.77	\$ 5,165.31
P	80"L x 60"W x 72"D Vault, Not Rated	EA	1	\$ 3,995.00	\$ 3,995.00	\$ 3,919.03	\$ 3,919.03
Q	60"L x 48"W x 6"D Vault, Not Rated	EA	1	\$ 3,650.00	\$ 3,650.00	\$ 3,557.07	\$ 3,557.07
R	72" x 72" Above Grade Hot Box	EA	1	\$ 2,650.00	\$ 2,650.00	\$ 7,117.06	\$ 7,117.06
S	6" RP Backflow, with 3/4 Neptune detector	EA	1	\$ 2,895.00	\$ 2,895.00	\$ 2,451.06	\$ 2,451.06
T	2" Meter, Metron Singlejet	EA	1	\$ 995.00	\$ 995.00	\$ 929.35	\$ 929.35
U	2" RP Backflow	EA	1	\$ 425.00	\$ 425.00	\$ 369.63	\$ 369.63
V	6" Wafer check valve	EA	1	\$ 85.00	\$ 85.00	\$ 538.89	\$ 538.89
W	6" Pressure Reducing Valve, with pilot (100-200psi range), Cla-Val	EA	1	\$ 4,345.00	\$ 4,345.00	\$ 3,906.32	\$ 3,906.32
X	2" Saddle Tap, SS	EA	1	\$ 79.00	\$ 79.00	\$ 113.47	\$ 113.47
Y	2" x 10" Nipple, Galv.	EA	1	\$ 12.95	\$ 12.95	\$ 22.50	\$ 22.50
Z	2" - 45 deg Ell Galv.	EA	1	\$ 16.50	\$ 16.50	\$ 6.07	\$ 6.07
AA	2" Galv. Pipe, threaded	FT	8	\$ 7.00	\$ 56.00	\$ 7.35	\$ 58.80
AB	2" Gate Valve, threaded	EA	1	\$ 225.00	\$ 225.00	\$ 236.92	\$ 236.92
AC	2" Ball Valve, Female Thread	EA	2	\$ 46.55	\$ 93.10	\$ 51.52	\$ 103.04
AD	12" MJ x 12" MJ x 6" Flange Tee	EA	4	\$ 275.00	\$ 1,100.00	\$ 274.48	\$ 1,097.92
AE	6" Flange Kit (long bolts - 8" - for wafer check installation)	EA	6	\$ 24.95	\$ 149.70	\$ 14.22	\$ 85.32
AF	6" Flange Kit (standard)	EA	10	\$ 8.90	\$ 89.00	\$ 7.91	\$ 79.10
AG	2" Air/Vacuum Valve	EA	1	\$ 363.46	\$ 363.46	\$ 530.83	\$ 530.83
AH	Valve Can: Lid, Top, Bottom (Water)	EA	6	\$ 66.00	\$ 396.00	\$ 39.41	\$ 236.46
AI	Tracer Wire, Water	FT	2000	\$ 0.12	\$ 232.00	\$ 0.17	\$ 340.00
AJ	Burial Tape, Water	FT	2000	\$ 0.05	\$ 92.00	\$ 0.01	\$ 23.49

Subtotal (All Items)
Subtotal (To be awarded)
Shipping
Tax
Total:

\$ 59,842.04	\$ 63,392.21
\$ 7,000.59	\$ 50,887.50
\$ -	\$ 200.00
\$ 504.04	\$ 3,663.90
\$ 7,504.63	\$ 54,751.40

62,256.03 TL

**CITY OF LAS VEGAS
PROPOSAL/BID OPENING**

DATE: 29-Jul-2015

OPENING NO.: 2016-01

TIME: 2:00PM

DEPARTMENT: UTILITIES PM

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): SOLID WASTE WATER LINE EXTENSION MATERIALS

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Baker Utility Supply H&RT	104,143.22		✓	✓
2 H.D Supply Waterworks H&RT	108,227.84		✓	✓
3				
4				
5				

COMPANY REPRESENTATIVE	COMPANY NAME
1 Wes Dyer	Baker Utility Supply
2 Frank F. Baca	City of Las Vegas Utilities
3	
4	
5	
6	
7	
8	
9	
10	

(use other side of form when full)
ORIGINAL PROPOSALS TAKEN BY:
[Signature]
DATE: 7-29-15
TAKEN BY:
[Signature]

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 7-29-15

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 7-29, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Solid Waste Water Line Extension Materials

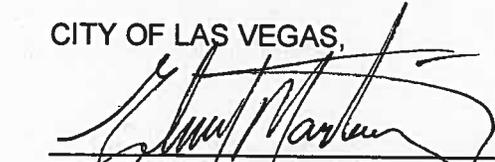
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

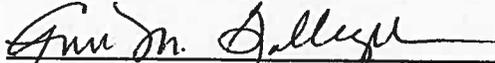
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Solid Waste Water Line Extension, Opening No. 2016-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

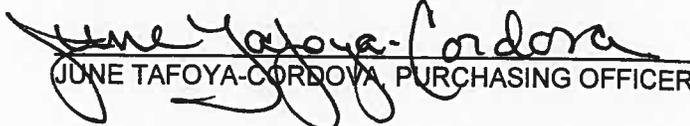
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-01

Date Issued: 7-6-15

Date Issued: Published: Albuquerque Journal 7-15, 2015
Las Vegas Optic 7-15, 2015
City website: www.lasvegasnm.gov

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Solid Waste Water Line Extension Materials

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, July 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for AUGUST, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

**CITY OF LAS VEGAS
 BID FORM**

BID ITEM (S): MATERIAL ONLY

	Item	Unit	Qty	Price Each
A	12" PVC, C-900 (Blue)	FT	2000	
B	6" PVC, C-900 (Blue)	FT	60	
C	2" PVC, Water, Bell/Spigot	FT	60	
D	6" spool, MJ	EA	1	
E	6" spool, Flange	EA	2	
F	6" Hymax coupling	EA	2	
G	6" 90 degree Ell, MJ	EA	4	
H	6" Megalug Kit	EA	10	
I	6" MJ Gasket Kit	EA	10	
J	6" Gate Valve, MJ-Flange	EA	4	
K	12" Megalug Kit	EA	5	
L	12" MJ Gasket Kit	EA	5	
M	12" Butterfly Valve, MJ	EA	2	
N	12" cap, MJ	EA	1	
O	Fire Hydrant, 5 ft., Dry Barrel	EA	3	
P	80"L x 60"W x 72"D Vault, Not Rated	EA	1	
Q	60"L x 48"W x 6"D Vault, Not Rated	EA	1	
R	72" x 72" Above Grade Hot Box	EA	1	
S	6" RP Backflow, with 3/4 Neptune detector	EA	1	
T	2" Meter, Metron Singlejet	EA	1	
U	2" RP Backflow	EA	1	
V	6" Wafer check valve	EA	1	
W	6" Pressure Reducing Valve, with pilot (100-200psi range), Cla-Val	EA	1	
X	2" Saddle Tap, SS	EA	1	
Y	2" x 10" Nipple, Galv.	EA	1	
Z	2" - 45 deg Ell Galv.	EA	1	
AA	2" Galv. Pipe, threaded	FT	8	
AB	2" Gate Valve, threaded	EA	1	
AC	2" Ball Valve, Female Thread	EA	2	
AD	12" MJ x 12" MJ x 6" Flange Tee	EA	4	
AE	6" Flange Kit (long bolts - 8" - for wafer check installation)	EA	6	
AF	6" Flange Kit (standard)	EA	10	
AG	2" Air/Vacuum Valve	EA	1	
AH	Valve Can: Lid, Top, Bottom (Water)	EA	6	
AI	Tracer Wire, Water	FT	2000	
AJ	Burial Tape, Water	FT	2000	

Subtotal	
Shipping	
Tax	7
Total:	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Signature

Date

Title (Position)

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 7-29, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Solid Waste Water Line Extension Materials

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Solid Waste Water Line Extension, Opening No. 2016-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

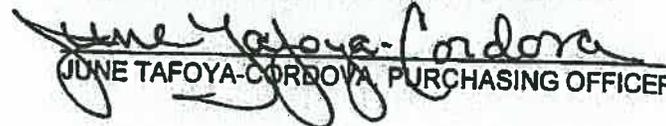
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR

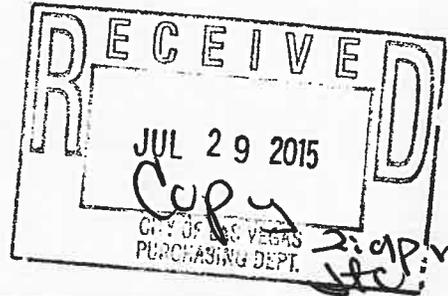

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-01

Date Issued: 7-6-15

Date Issued: Published: Albuquerque Journal 7-15 2015
Las Vegas Optic 7-15 2015
City website: www.lasvegasnm.gov

BIDDER INFORMATION



BIDDER: BAKER UTILITY SUPPLY

AUTHORIZED AGENT: DAVID MORRILL

ADDRESS: 4320 2ND STREET NW. ALB, N.M. 87107

TELEPHONE NUMBER (505) 884-0990

FAX NUMBER (505) 881-4615

DELIVERY: 2-3 WEEKS

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1567094736

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Solid Waste Water Line Extension Materials

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I KRISTINE TAFFA, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Kristine Taffa
Signature
day of July, 2015

Subscribed and sworn to before me, this 29 day of July, 2015.

(SEAL)



Notary Public Signature
My Commission Expires: April 23, 2019

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): MATERIAL ONLY

	Item	Unit	Qty	Price Each
A	12" PVC, C-900 (Blue)	FT	2000	13.25' / 26,500.00
B	6" PVC, C-900 (Blue)	FT	60	3.90' / 234.00
C	2" PVC, Water, Bell/Spigot	FT	60	.69' / 41.40
D	6" spool, MJ <i>MJ SLEEVE</i>	EA	1	62.00 / 62.00
E	6" spool, Flange	EA	2	136.00 / 272.00
F	6" Hymax coupling	EA	2	187.34 / 374.68
G	6" 90 degree Ell, MJ	EA	4	63.50 / 254.00
H	6" Megalug Kit	EA	10	26.75 / 267.50
I	6" MJ Gasket Kit	EA	10	12.50 / 125.00
J	6" Gate Valve, MJ-Flange	EA	4	465.00 / 1,860.00
K	12" Megalug Kit	EA	5	66.00 / 330.00
L	12" MJ Gasket Kit	EA	5	15.95 / 79.75
M	12" Butterfly Valve, MJ	EA	2	1,125.00 / 2,250.00
N	12" cap, MJ	EA	1	72.00 / 72.00
O	Fire Hydrant, 5 ft., Dry Barrel	EA	3	1,725.00 / 5,175.00
P	80"L x 60"W x 72"D Vault, Not Rated <i>SEE DRAWING</i>	EA	1	3,995 / 3,995
Q	60"L x 48"W x 6"D Vault, Not Rated <i>SEE DRAWING</i>	EA	1	3,650 / 3,650
R	72" x 72" Above Grade Hot Box <i>SEE DRAWING</i>	EA	1	2,650 / 2,650
S	6" RP Backflow, with 3/4 Neptune detector	EA	1	2,895 / 2,895
T	2" Meter, Metron Singlejet	EA	1	995.00 / 995
U	2" RP Backflow	EA	1	425 / 425
V	6" Wafer check valve	EA	1	85.00 / 85.00
W	6" Pressure Reducing Valve, with pilot (100-200psi range), Cla-Val	EA	1	4,345 / 4,345
X	2" Saddle Tap, SS	EA	1	79.00 / 79.00
Y	2" x 10" Nipple, Galv.	EA	1	12.95 / 12.95
Z	2" - 45 deg Ell Galv.	EA	1	16.50 / 16.50
AA	2" Galv. Pipe, threaded	FT	8	56.00 / 56.00
AB	2" Gate Valve, threaded	EA	1	225 / 225
AC	2" Ball Valve, Female Thread	EA	2	46.55 / 93.10
AD	12" MJ x 12" MJ x 6" Flange Tee	EA	4	275 / 1,100.00
AE	6" Flange Kit (long bolts - 8" - for wafer check installation)	EA	6	24.95 / 149.70
AF	6" Flange Kit (standard)	EA	10	8.90 / 89.00
AG	2" Air/Vacuum Valve	EA	1	363.46 / 363.46
AH	Valve Can: Lid, Top, Bottom (Water)	EA	6	66.00 / 396.00
AI	Tracer Wire, Water	FT	2000	58.00 / 232.00
AJ	Burial Tape, Water	FT	2000	46.00 / 92.00

Subtotal	
Shipping	
Tax	7
Total:	

59,842.04
0
4,301.18
64,143.22

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0167236
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 01-704075-006

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: NONE

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature _____

Date _____

Title (position) _____

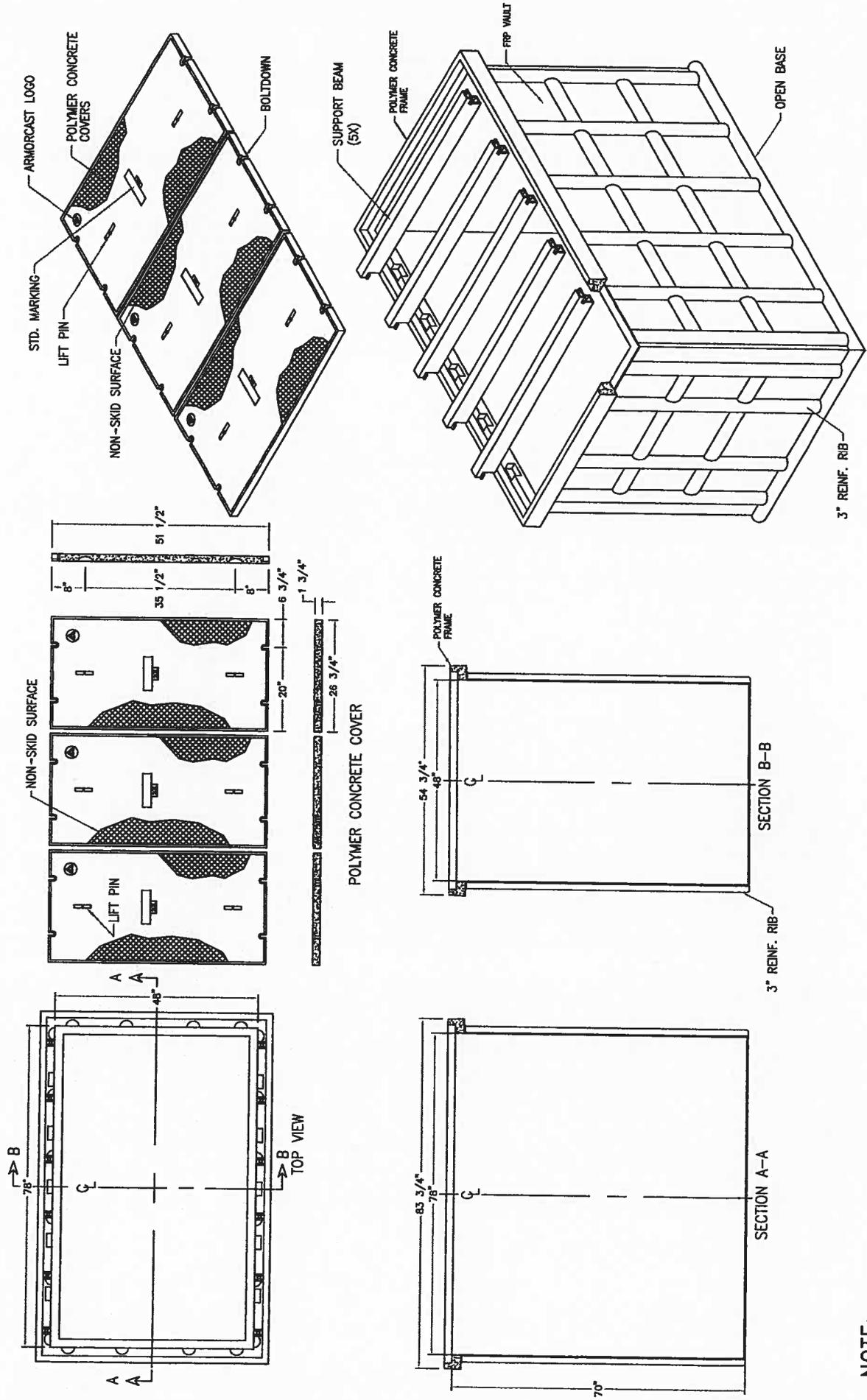
-OR-

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

David Merrill
Signature

7-29-15
Date

Sales Manager
Title (Position)



NOTE:
 1. SEE RECOMMENDED INSTALLATION PROCEDURE

PAK NAME
A6-1448TAX70

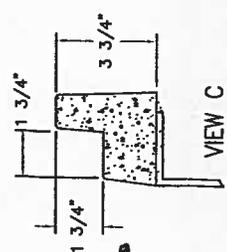
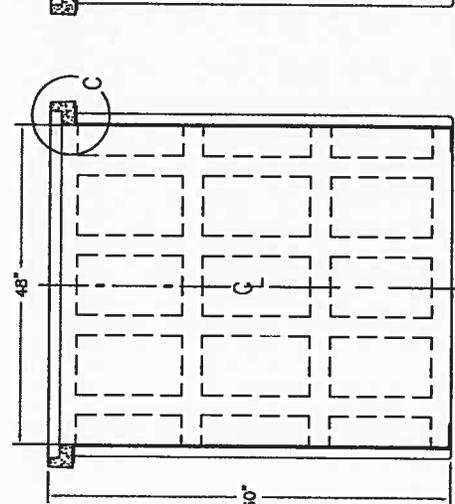
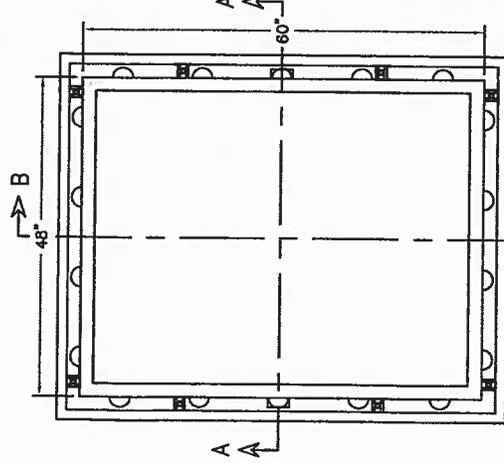
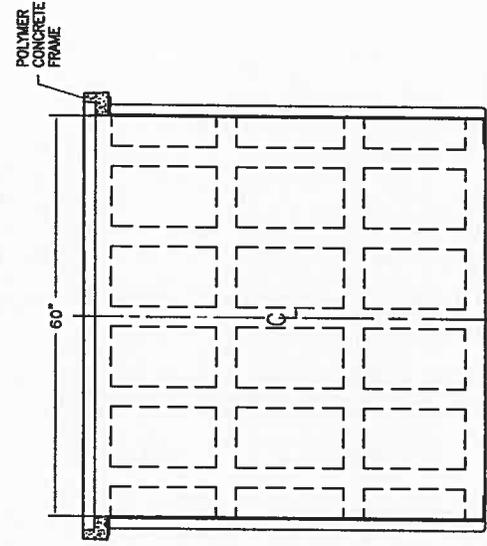
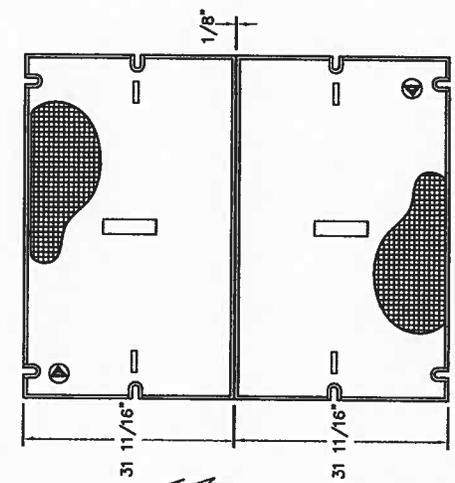
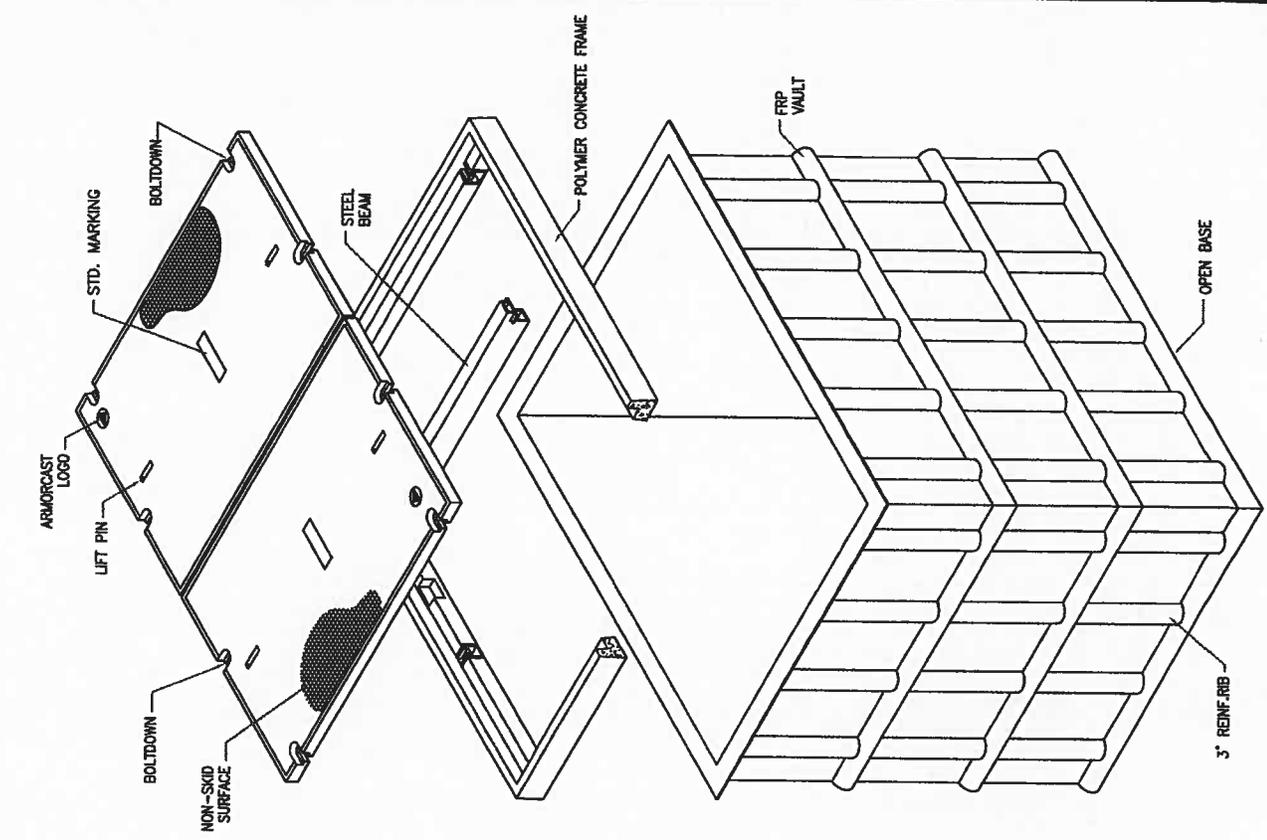
13230 Saffrey Street, CA 91805
 North Hollywood, CA 91605
 (818) 982-5800
ARMORCAST PRODUCTS COMPANY

PART DESCRIPTION
48" X 78" X 70" UNITIZED VAULT ASSEMBLY
 CUSTOMER

QUANTITY	SCALE	DATE	ISSUE	MAX. LOAD
GL	7/11	GL	NONE	20K
WS	7/11	WS	NONE	20K
			MATERIAL	FRP, FRM, STL

THE INFORMATION IN THIS DRAWING IS CONFIDENTIAL. THE DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ARMORCAST PRODUCTS COMPANY, 13230 SAFFREY STREET, NORTH HOLLYWOOD, CALIFORNIA 91605.

A6001448TAX70



THEY ARE MAKING DRAWING FOR 72"

13280 Saffrey Street, #1000 North Hollywood, CA (818) 982-5800 ARMORCAST PRODUCTS COMPANY		PART DESCRIPTION 48" X 60" X 90" UNITIZED VAULT ASSEMBLY	SCALE 1/8" = 1'-0"	DATE 3/98	DRAWN JTK
THE INFORMATION IN THIS DRAWING IS CONFIDENTIAL. THE DRAWING IS NOT TO BE REPRODUCED OR DISSEMINATED IN ANY MANNER EXCEPT WITH THE WRITTEN PERMISSION OF ARMORCAST PRODUCTS COMPANY. IT IS THE PROPERTY OF ARMORCAST PRODUCTS COMPANY, LASED BUREAU OF STEEL, IRON & STEEL, MICHIGAN.		CUSTOMER RPL, FRP, STL	MATERIAL RPL, FRP, STL	APPROVAL WS	CHECKED JTK
A6001447AX60					



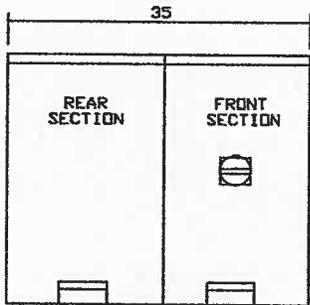
For sales and support visit:
hubbellpowersystems.com/contact/

Home > Products > Enclosures > Above Ground > Aluminum > Standard > Unheated > LB4E Enclosures

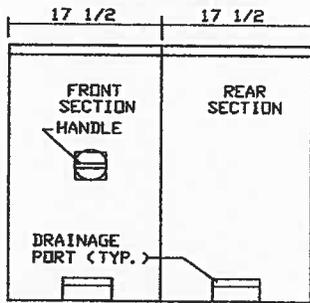
Lok Box® LB4E Enclosures

Specifications

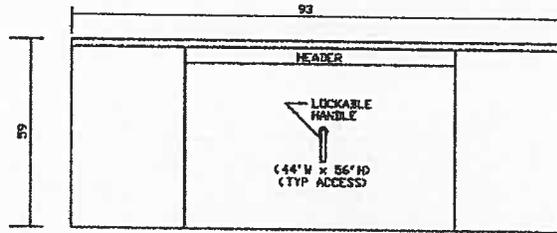
- The Internal dimensions of this model are 90"L x 32"W x 57.5"H.
- Recommended slab size is 102"L x 44"W x 4" minimum thickness.
- The shipping weight of this unit is 415lbs.
- This unit becomes the HB4E when ordered with optional heat.



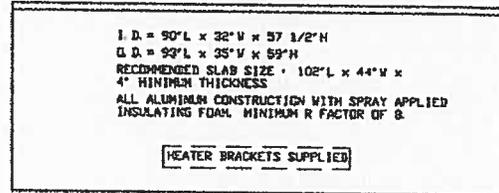
LEFT SIDE VIEW



RIGHT SIDE VIEW



FRONT VIEW



REAR VIEW



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4320 2nd St. NW
 Albuquerque, New Mexico 87107
 (505) 884-0990
 Toll Free in N.M. 1 (800) 262-9337
 FAX (505) 881-4615

Estimate	029720
Date	7/28/2015
Page	1

**PLEASE DO NOT
 PAY FROM THIS
 SALES ORDER**

Bill To:

Ship To:

LAS VEGAS, CITY OF
 ATTN: IRENE ARCHULETA
 905 12TH ST
 LAS VEGAS NM 87701

LAS VEGAS, CITY OF

Purchase Order No.	Account Number	Ordered By	Job Name / Number	Ship Via	Exp. Date	Salesperson
2016-01	AL4541401					
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2,000	DR18-1200	C-900 PIPE 12" x 20' DR18 CL235	LF	\$13.25	\$26,500.00	
60	DR18-0600	C-900 PIPE 06" x 20' DR18 CL235	LF	\$3.90	\$234.00	
60	DR40-0200	SCH40 PVC PIPE 2.00" BE	LF	\$0.69	\$41.40	
1	MJLS-0606	MJXMJ SLEEVE 06"x12" ASSY NOT INCLUDED BILLING WEIGHT=65 LB	EA	\$62.00	\$62.00	
2	PSFF-06100	SPOOL 6"x1'-0" DI FLxFL	EA	\$136.00	\$272.00	
2	HYMAX-060	HYMAX CPLG06" 06.42-07.68	EA	\$187.34	\$374.68	
4	MJNB-0606	MJXMJ 90 BEND 06" CL-153 ASSY NOT INCLUDED BILLING WEIGHT=8	EA	\$63.50	\$254.00	
10	UFR1500-C06	MEGA LUG 6" FOR C-900 PIPE(RED) WITHOUT BOLTS	EA	\$26.75	\$267.50	
10	MJPS-RG06	MJ SKIN PACK 06" REG GSK W/ T-BOLTS NO GLAND	EA	\$12.50	\$125.00	
4	NS-GVRW-KNDY-MF06	NS RW GATE VALVE 06.0" MJxFL W/ 2" OP NUT OL	EA	\$465.00	\$1,860.00	
5	UFR1500-C12	MEGA LUG 12" FOR C-900 PIPE (RED) WITHOUT BOLTS	EA	\$66.00	\$330.00	
5	MJPS-RG12	MJ SKIN PACK 12" REG GSK W/ T-BOLTS NO GLAND	EA	\$15.95	\$79.75	
2	NS-BVRWMM12	NS BUTTERFLY VLV 12" MJ OL 2" NUT LESS ASSY	EA	\$1,125.00	\$2,250.00	
1	MJSC-1212	MJXMJ SOLID CAP 12" C-153 ASSY NOT INCLUDED WEIGHT = 75 LBS	EA	\$72.00	\$72.00	
3	FHKY-N8150	KENNEDY #K-81D 5' - 0" 6"MJ 5-1/4" FIRE HYDRANT 3-WAY "RED" WE	EA	\$1,725.00	\$5,175.00	
1	NSTK	48"x78"x70" ARMORCAST VAULT W/3 PIECE POLMER COVER SEE ATTACHED DRAWING	Each	\$3,995.00	\$3,995.00	
1	NSTK	48"x60"x72" ARMORCAST VAULT W/2 PIECE POLYMER COVER	Each	\$3,650.00	\$3,650.00	

By signing I state that I am a representative of the entity listed above. I agree and accept all of the terms stated on the back of the contract. I further assure Baker Utility that if a government Type 9 NTTC has been issued to deduct taxes, that none of the property listed above is construction material as defined in Section 7-9-3.4-NMSA 1978 or will be used in a construction project. I also agree that the items above are accounted for and received in an acceptable condition, as well as true and correct.

Signature

Print Name



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 Albuquerque, New Mexico 87107
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 ATTN: IRENE ARCHULETA
 905 12TH ST
 LAS VEGAS NM 87701

LAS VEGAS, CITY OF

Purchase Order No.	Account Number	Ordered By	Job Name / Number	Ship Via	Exp. Date	Salesperson
2016-01	AL4541401				0/0/0000	
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
		SEE ATTACHED DRAWING				
1	NSTK	HUBELL HOT BOX 90"x57-1/2"x32" SEE DRAWING SEE ATTACHED DRAWING	Each	\$2,650.00	\$2,650.00	
1	NSTK	6" WILKINS MODEL 375DA RP BACKFLOW	Each	\$2,895.00	\$2,895.00	
1	NSTK	2" METRON SINGLEJET METER W/INNOV8 DIGITAL REGISTER	Each	\$995.00	\$995.00	
1	NSTK	2" WILKINS MODEL#375 RP BACKFLOW	Each	\$425.00	\$425.00	
1	NS-SC020	NS SILENT CHECK VLV 02" WAFER MATCO NORCA #SC-2	EA	\$85.00	\$85.00	
1	NSTK	6" CLA-VAL MD# 90G-01 BYPVKCKDSSTKX GLOBE STLYE FLG ENDS	Each	\$4,345.00	\$4,345.00	
1	NS-FS2021320CC71	NS FS202 IRON SADDLE 12" x 2" CC DBL BAND 12.75-13.20 OD W/ SS B	EA	\$79.00	\$79.00	
1	NSTK	2" X 10" GAL NIPPLE	Each	\$12.95	\$12.95	
1	NS-GAL44055	NS GALV 45 BEND 2" 12/BX	EA	\$16.50	\$16.50	
1	NS-GAL2X96	NS GALV NIPPLE 2"x96"	EA	\$56.00	\$56.00	
1	GVRW-TT020	RW GATE VALVE 02.0" SExSE OL 2" OPERATING NUT	EA	\$225.00	\$225.00	
2	BVLI-200-NL	BRASS BALL VLV NO LEAD 2.00 IMP LEVER 2" FMxFM FULL PORT 600	EA	\$46.55	\$93.10	
4	MFTE-1206	MJxFL TEE 12"x06" TEE 153 ASSY NOT INCLUDED	EA	\$275.00	\$1,100.00	
6	NSTK	FLANGE BOLT GASKET SETS W/8"BOLTS	Each	\$24.95	\$149.70	
10	FBGS-06	FLANGE BOLT/GSK SET 06"	EA	\$8.90	\$89.00	
1	AVCV-200-ARI	AIR VALVE ARI #D040-200 COMBINATION VALVE 2" POLY CASE	EA	\$363.46	\$363.46	

By signing I state that I am a representative of the entity listed above. I agree and accept all of the terms stated on the back of the contract. I further assure Baker Utility that if a government Type 9 NTTC has been issued to deduct taxes, that none of the property listed above is construction material as defined in Section 7-9-3.4-NMSA 1978 or will be used in a construction project. I also agree that the items above are accounted for and received in an acceptable condition, as well as true and correct.

Signature

Print Name



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 905 12TH ST
 LAS VEGAS NM 87701

LAS VEGAS, CITY OF

Purchase Order No.	Account Number	Ordered By	Job Name / Number	Ship Via	Exp. Date	Salesperson
2016-01	AL4541401					
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
6	NS-VBTY-564S-HD	NS VLV BOX SCREW 39-50 IMPORT 16T TOP. 36B BTM AND DROP LID	EA	\$66.00	\$396.00	
4	TWCC-1230-BLK	TRACE WIRE 12 GAUGE CCS PE30 BLK 500' SPOOL	RL	\$58.00	\$232.00	
2	MTD-S6100	DETECTABLE TAPE 6x1000' S GREEN "SEWER"	RL	\$46.00	\$92.00	

By signing I state that I am a representative of the entity listed above. I agree and accept all of the terms stated on the back of the contract. I further assure Baker Utility that if a government Type 9 NTTCC has been issued to deduct taxes, that none of the property listed above is construction material as defined in Section 7-9-3.4-NMSA 1978 or will be used in a construction project. I also agree that the property listed above are accounted for and received in an acceptable condition, as well as true and correct.

Subtotal	\$59,842.04
Misc.	\$0.00
Tax	\$4,301.18
Freight	\$0.00
Trade Discount	\$0.00
Total	\$64,143.22

Signature

Print Name

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 7-29, 2015 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices: ON THE FOLLOWING:

Solid Waste Water Line Extension Materials

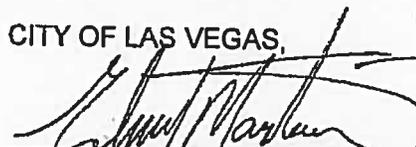
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City of Las Vegas 1700 North Grand Ave. Las Vegas, NM 87701

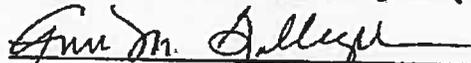
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Solid Waste Water Line Extension, Opening No. 2016-01; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

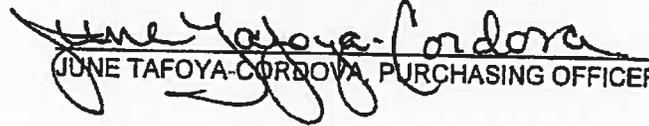
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR

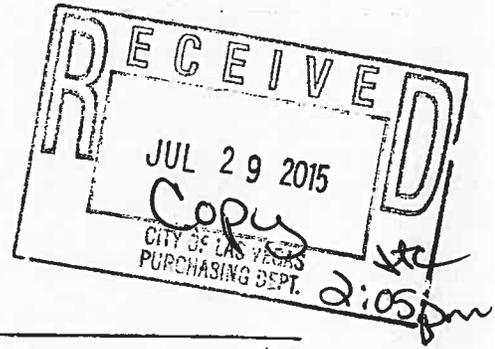

JUNE TAFOYA-CORDOVA, PURCHASING OFFICER

Opening No. 2016-01

Date Issued: 7-6-15

Date Issued: Published: Albuquerque Journal 7-15, 2015
Las Vegas Optic 7-15, 2015
City website: www.lasvegasnm.gov

BIDDER INFORMATION



BIDDER: H2O Supply Waterworks Ltd.
 AUTHORIZED AGENT: Terri Baker
 ADDRESS: 6135 And Street NW, Albuquerque, NM 87107
 TELEPHONE NUMBER (505) 344-0223
 FAX NUMBER (505) 344-0350
 DELIVERY: _____
 STATE PURCHASING RESIDENT CERTIFICATION NO.: L0784116032
 NEW MEXICO CONTRACTORS LICENSE NO.: N/A
 BID ITEM (S): Solid Waste Water Line Extension Materials

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

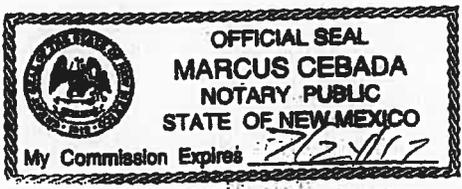
COUNTY OF Sandoval

I Terri Baker, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Terri Baker
Signature

Subscribed and sworn to before me, this 29 day of July, 2015.

(SEAL)



[Signature]
Notary Public Signature
My Commission Expires: 7/29/17

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, July 29, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for AUGUST, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 03-0560887

SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 03-031498-004

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

CITY OF LAS VEGAS

BID FORM

BID ITEM (S): MATERIAL ONLY

	Item	Unit	Qty	Price Each
A	12" PVC, C-900 (Blue)	FT	2000	13.15
B	6" PVC, C-900 (Blue)	FT	60	3.77
C	2" PVC, Water, Bell/Spigot	FT	60	.79
D	6" spool, MJ	EA	1	47.99
E	6" spool, Flange	EA	2	148.80
F	6" Hymax coupling	EA	2	188.62
G	6" 90 degree Ell, MJ	EA	4	70.82
H	6" Megalug Kit	EA	10	26.27
I	6" MJ Gasket Kit	EA	10	8.42
J	6" Gate Valve, MJ-Flange	EA	4	189.83
K	12" Megalug Kit	EA	5	71.25
L	12" MJ Gasket Kit	EA	5	12.36
M	12" Butterfly Valve, MJ	EA	2	1039.24
N	12" cap, MJ	EA	1	92.11
O	Fire Hydrant, 5 ft., Dry Barrel	EA	3	1721.77
P	80"L x 60"W x 72"D Vault, Not Rated <i>See Drawings</i>	EA	1	3919.03
Q	60"L x 48"W x 6"D Vault, Not Rated <i>See Drawings</i>	EA	1	3557.07
R	72" x 72" Above Grade Hot Box <i>See Drawings</i>	EA	1	7117.00
S	6" RP Backflow, with 3/4 Neptune detector	EA	1	2451.06
T	2" Meter, Metron Singlejet	EA	1	929.35
U	2" RP Backflow	EA	1	369.63
V	6" Wafer check valve	EA	1	538.89
W	6" Pressure Reducing Valve, with pilot (100-200psi range), Cla-Val - <i>Does not include start-up, training, etc</i>	EA	1	3906.32
X	2" Saddle Tap, SS - <i>12x2cc</i>	EA	1	113.47
Y	2" x 10" Nipple, Galv.	EA	1	22.50
Z	2" - 45 deg Ell Galv.	EA	1	6.07
AA	2" Galv. Pipe, threaded	FT	8	7.35
AB	2" Gate Valve, threaded	EA	1	236.92
AC	2" Ball Valve, Female Thread	EA	2	51.52
AD	12" MJ x 12" MJ x 6" Flange Tee	EA	4	274.48
AE	6" Flange Kit (long bolts - 8" - for wafer check installation)	EA	6	14.22
AF	6" Flange Kit (standard)	EA	10	7.91
AG	2" Air/Vacuum Valve	EA	1	530.83
AH	Valve Can: Lid, Top, Bottom (Water)	EA	6	39.41
AI	Tracer Wire, Water	FT	2000	.17
AJ	Burial Tape, Water - <i>Detectable</i> 1000' Roll	PT	2000	23.49

Subtotal	
Shipping	
Tax	7
Total:	

63415.70
200.00
4612.14
68227.84

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

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

Terri Baker

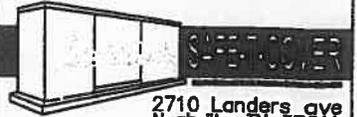
Signature

7/28/15

Date

Account Manager

Title (Position)



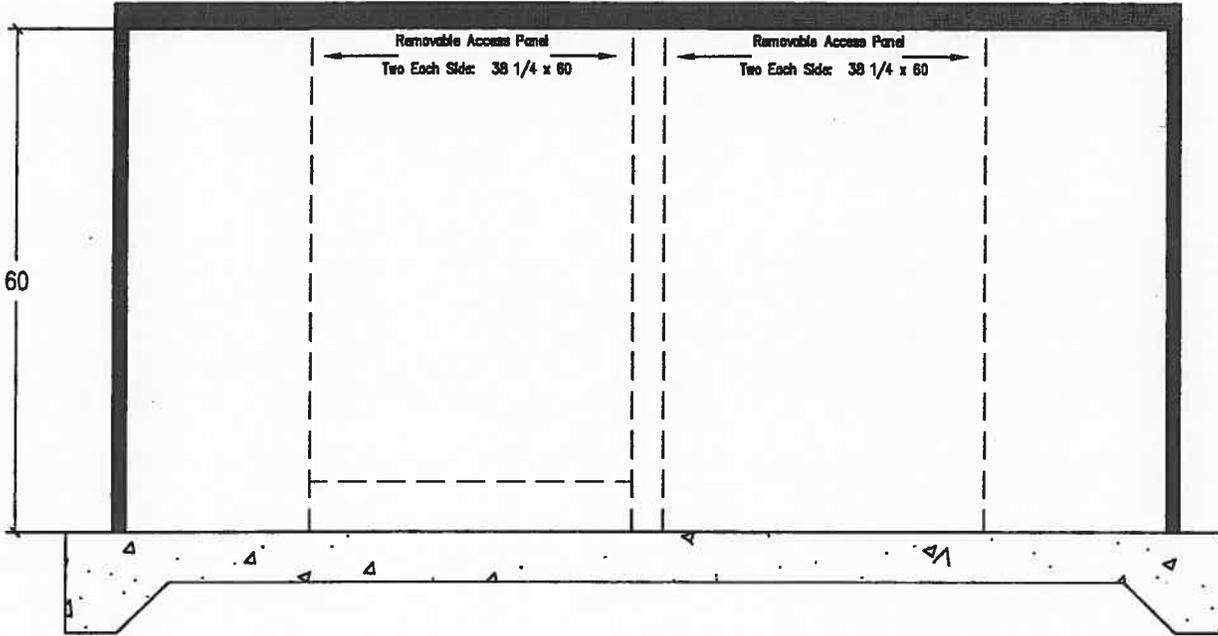
2710 Landers ave
Nashville, TN 37211
ph: (800) 645 6333

ENCLOSURE MODEL: 800D-AL

JOB:

Drawn By: PP | Scale: NONE | Date:

ELEVATION VIEW



FN: 800D

Sheet 1 of 1

6. HYDROCOWL MODEL 800D-AL ENCLOSURE.

7. Enclosure inside dimensions:
78"W x 124"L x 60"H

8. Concrete pad is 92"W x 138"L

9. BFP -

1. Drawing NOT TO SCALE.

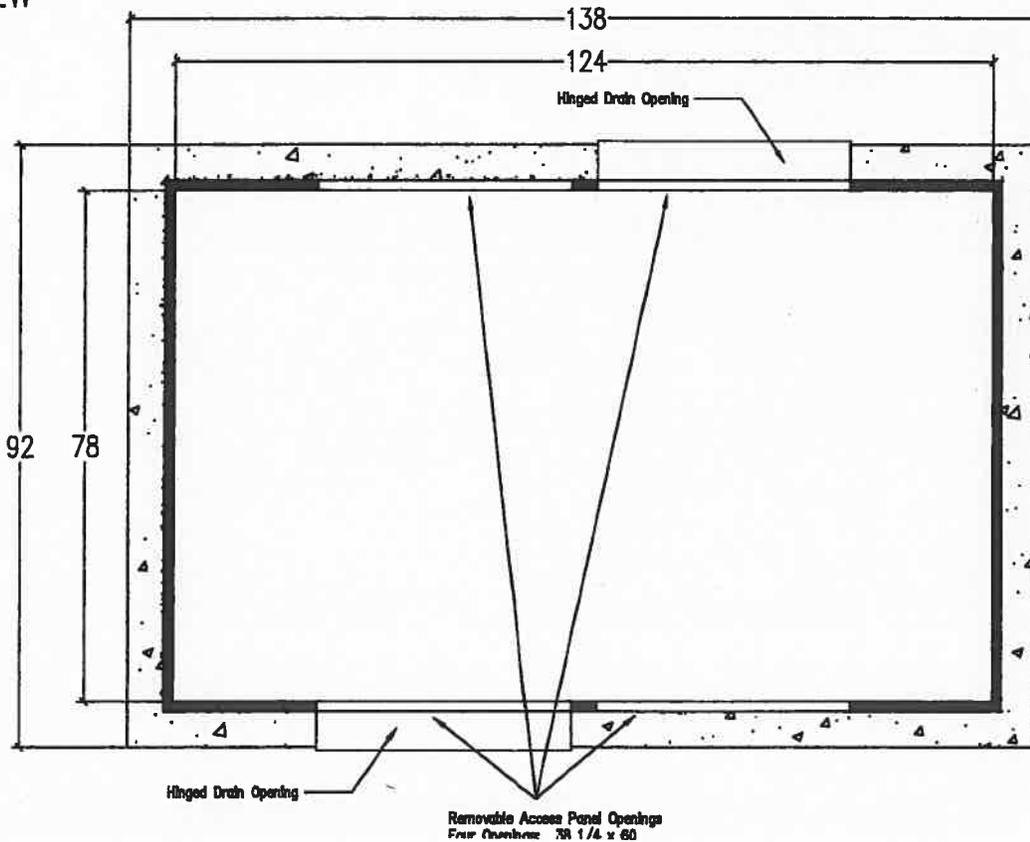
2. BFP dimensions furnished by

3. All dimensions are in inches.

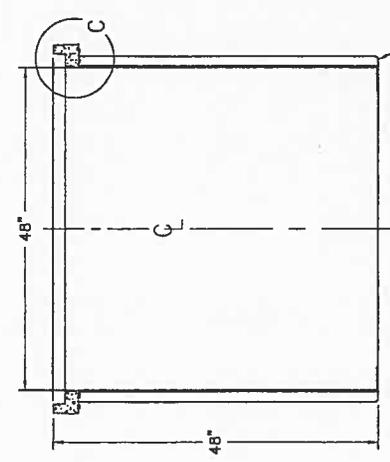
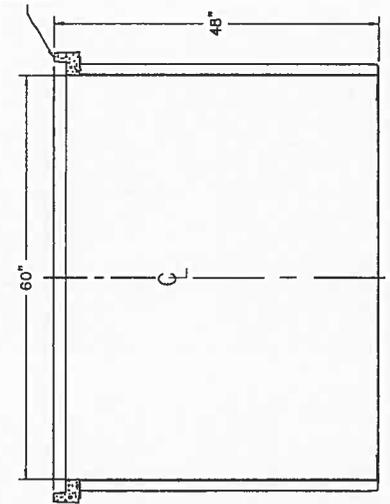
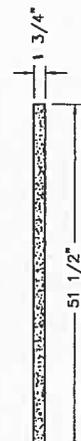
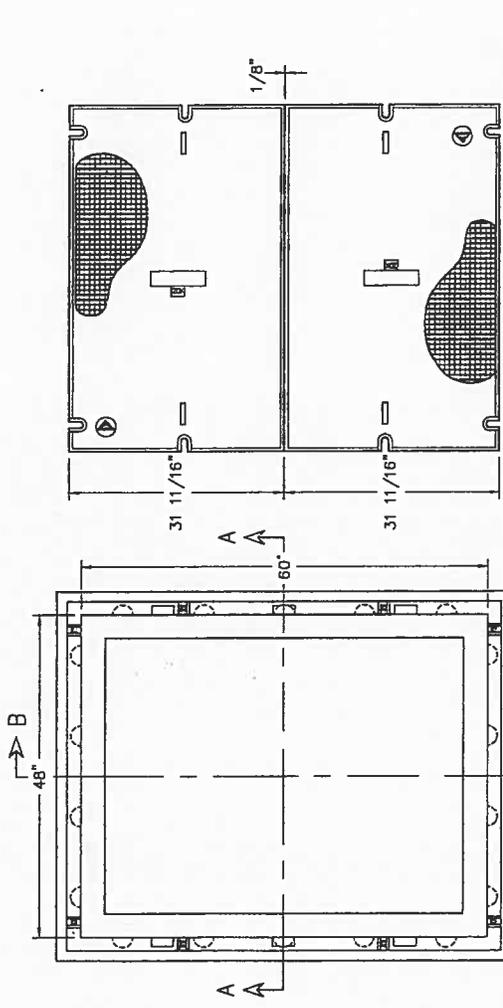
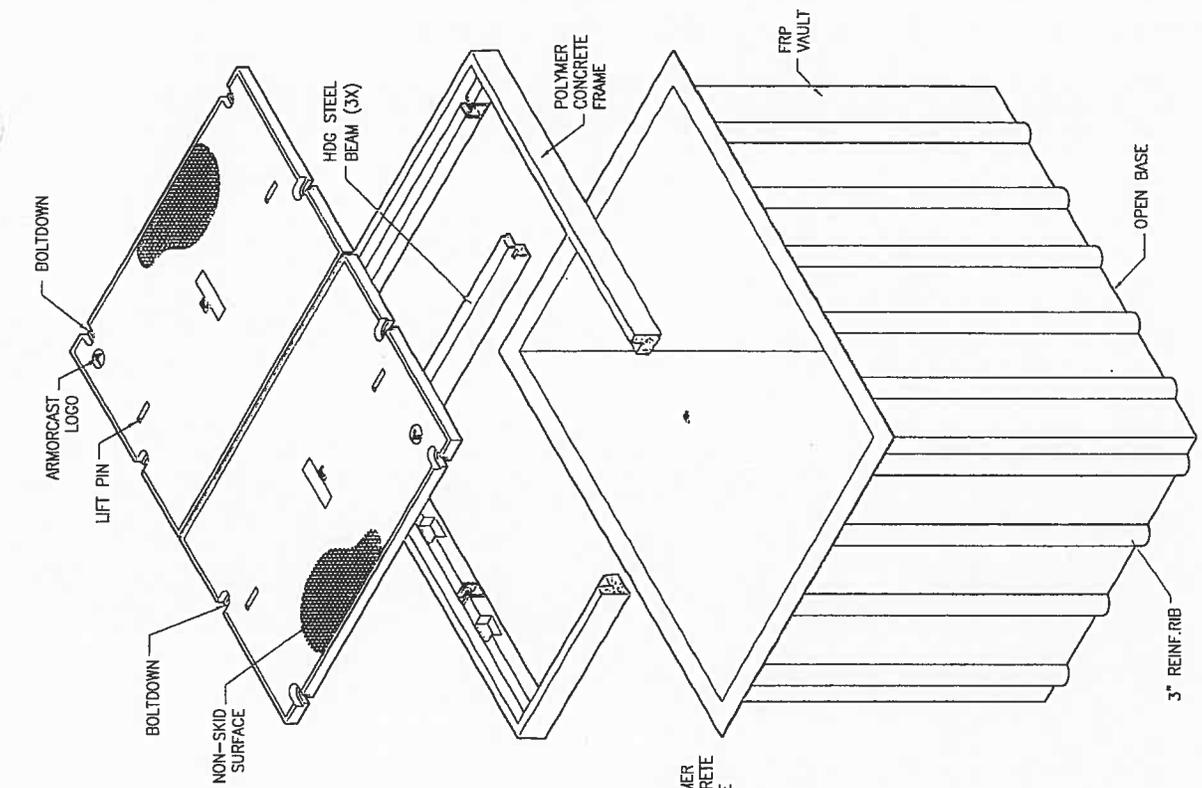
4. Wall and insulation thickness is 1-1/2".

5. Roof and insulation thickness is 3".

PLAN VIEW

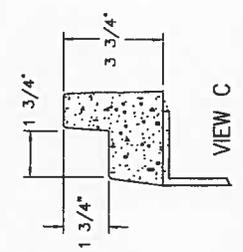


Removable Access Panel Openings
Four Openings: 38 1/4 x 60



SECTION A-A

SECTION B-B



VIEW C

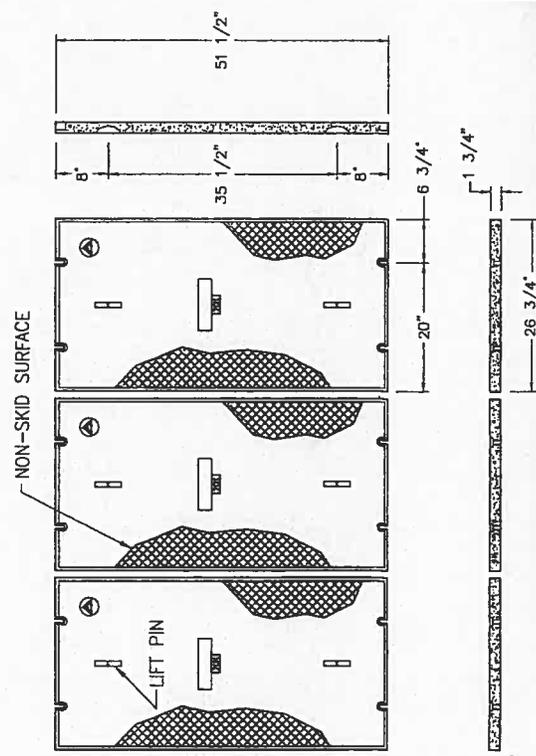
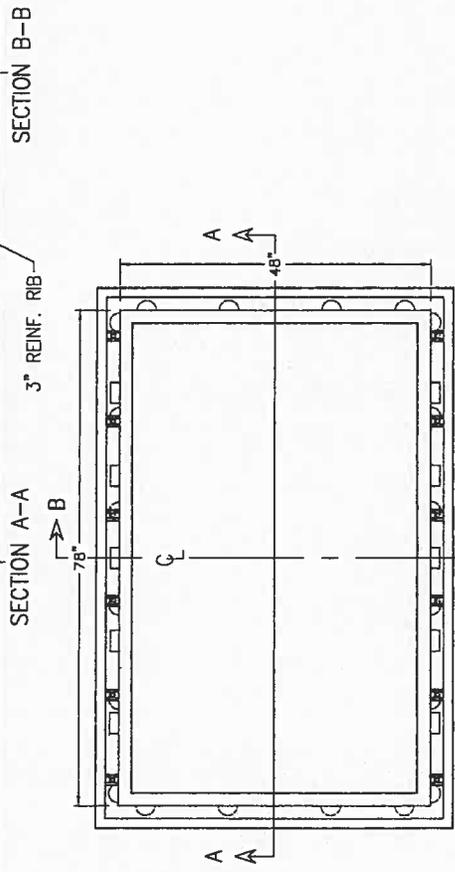
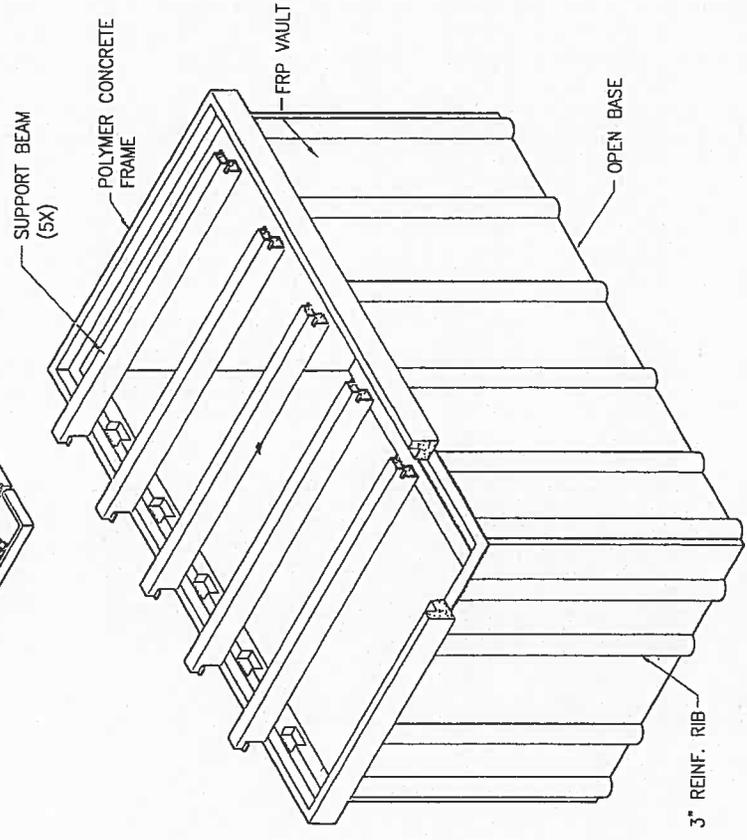
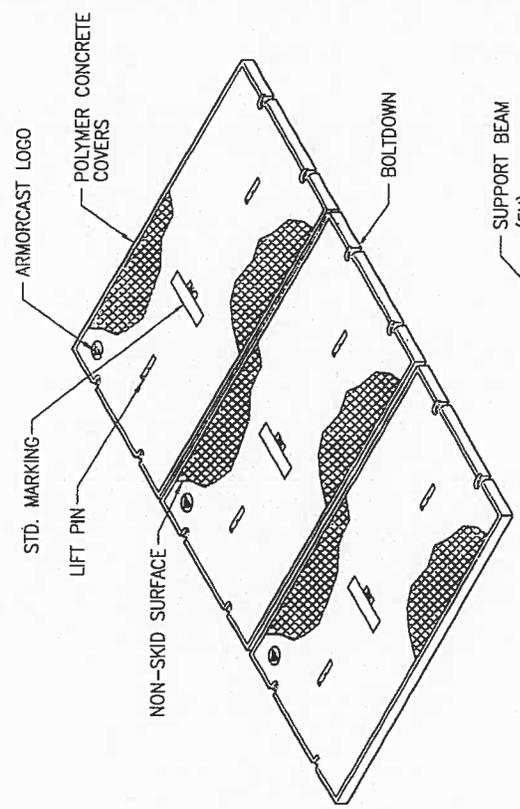
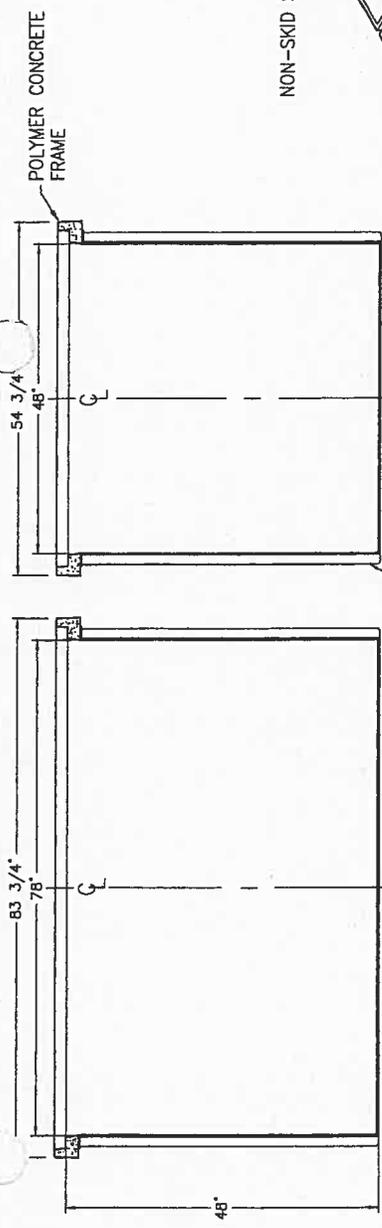
13230 Sullyway Street, 91805
 (818) 982-3800
ARMORCAST PRODUCTS COMPANY

THE INFORMATION IN THIS DRAWING IS CONFIDENTIAL. THE DRAWING IS NOT TO BE REPRODUCED OR ITS CONTENTS DISCLOSED IN ANY WAY WHATSOEVER EXCEPT WITH THE PRIOR WRITTEN APPROVAL OF ARMORCAST PRODUCTS COMPANY. IT IS THE PROPERTY OF AND MUST BE RETURNED TO ARMORCAST PRODUCTS COMPANY, 13230 SULLYWAY STREET, NORTH HOLLYWOOD, CALIFORNIA 91805.

PART DESCRIPTION
48" X 60" X 48" UNITIZED VAULT ASSEMBLY
 CUSTOMER

DATE	SCALE	PART LOAD
3/98	20K	20K
APPROVED	DRAWN	CHECKED
WS	GL	RP
3/98	NATURAL	FRP, FRP, STL

A6001447TAX48



PART DESCRIPTION
48" X 78" X 48" UNITIZED VAULT ASSEMBLY
 CUSTOMER

13230 S. Valley Street, CA 91605
 (818) 982-3900
ARMORCAST PRODUCTS COMPANY

THE INFORMATION IN THIS DRAWING IS CONFIDENTIAL. THE DRAWING IS NOT TO BE REPRODUCED OR ITS CONTENTS DISCLOSED IN ANY MANNER WITHOUT THE WRITTEN APPROVAL OF ARMORCAST PRODUCTS COMPANY. IT IS THE PROPERTY OF AND MUST BE RETURNED TO ARMORCAST PRODUCTS COMPANY, 13230 VALLEY STREET, NORTH HOLLYWOOD, CALIFORNIA 91605.

DATE	SCALE	DATE	SCALE
11/98	NONE	11/98	NONE
DR		DR	
WS		WS	

DATE LOAD
 20K
 DRAWING UNIT/FT

A6001448TAX48

POLYMER CONCRETE COVER



Model 375DA Reduced Pressure Detector Assembly

Application

Designed for installation on water lines in fire protection systems to protect against both backsiphonage and back-pressure of contaminated water into the potable water supply. The Model 375DA shall provide protection where a potential health hazard exists. Incorporates metered by-pass to detect leaks and unauthorized water use.

Standards Compliance

(Unless otherwise noted, applies to sizes 2 1/2" thru 10")

- ASSE® Listed 1047
- UL® Classified
- AWWA Compliant C550
- CSA® Certified B64.4 (4" & 6")
- C-UL® Classified
- FM® Approved
- NYC MEA 218-01-M VOL 3
- Approved by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California
- NSF® Listed-Standard 61, Annex G*
*(0.25% MAX. WEIGHTED AVERAGE LEAD CONTENT)

By-Pass Backflow Assembly 3/4" Model 975XLD

Materials

Main valve body	Ductile Iron ASTM A 536 Grade 4
Access covers	Ductile Iron ASTM A 536 Grade 4
Coatings	FDA Approved fusion epoxy finish
Internals	Stainless steel, 300 Series NORYL™, NSF Listed
Fasteners	Stainless Steel, 300 Series
Elastomers	EPDM (FDA approved) Buna Nitrile (FDA approved)
Polymers	NORYL™, NSF Listed
Springs	Stainless steel, 300 series
Sensing line	Stainless steel, braided hose

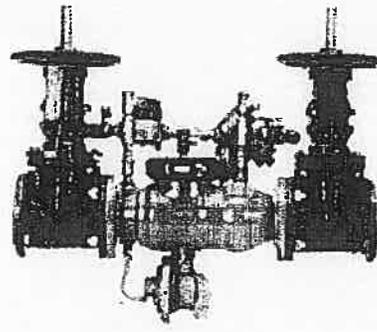
Features

Sizes:	2 1/2", 3", 4", 6", 8", 10"	175 PSI
Maximum working water pressure		140°F
Maximum working water temperature		350 PSI
Hydrostatic test pressure		AWWA C606
End connections (Grooved for steel pipe)		ANSI B16.1
(Flanged)		Class 125

Attention:

Model 375DA (flange body)
and
Model 375ADA
(grooved body) have different
lay lengths.

Relief Valve discharge
port:
2 1/2" - 6" - 2.75 sq. in.
8" - 10" - 3.69 sq. in.



Certified to
NSF/ANSI 61-G

Options

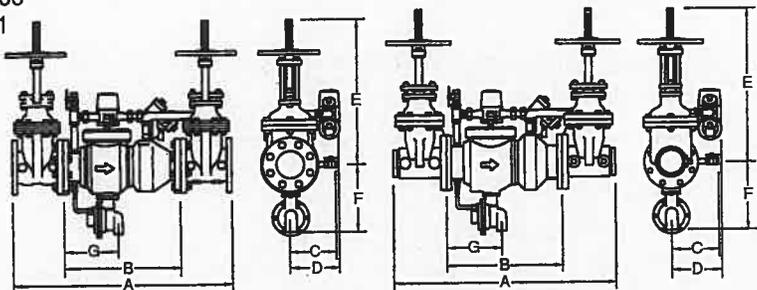
(Suffixes can be combined)

- with OS & Y gate valves (standard)
- L - less shut-off valves (flanged body connections)
- LM - less water meter
- with remote reading meter
- with gpm meter (standard)
- CFM - with cu ft/min meter
- G - with groove end gate valves
- FG - with flanged inlet gate connection and grooved outlet gate connection
- MS - with Integral Relief Valve Monitor Switch
- PI - with Post Indicator Gate Valve (3"-10")

Accessories

- Air gap (Model AG)
- Repair kit (rubber only)
- Thermal expansion tank (Model XT)
- OS & Y Gate valve tamper switch (OSY-40)
- QT-SET Quick Test Fitting Set

Model 375DAG SHOWN BELOW



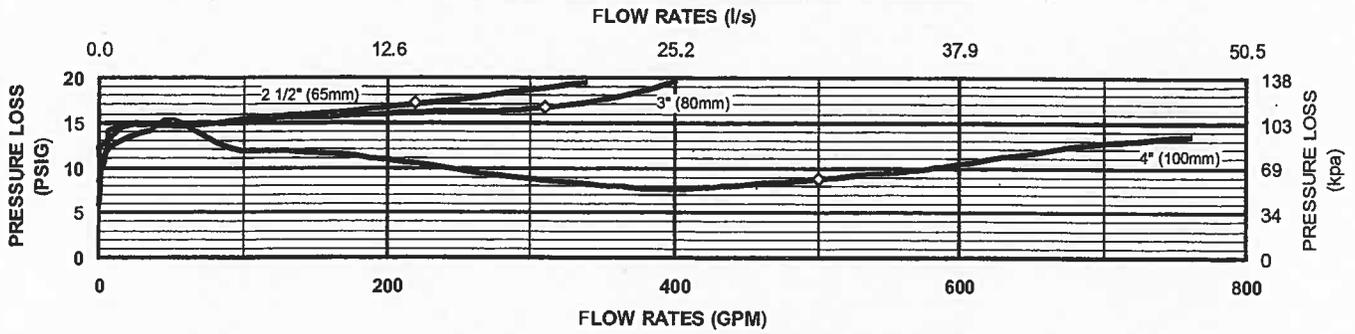
Dimensions & Weights (do not include pkg.)

MODEL 375DA SIZE	DIMENSION (approximate)																WEIGHT				
	A		B LESS GATE VALVES		C		D		E OS&Y OPEN		E OS&Y CLOSED		F		G		LESS GATE VALVES		WITH OS&Y GATE VALVES		
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kg	lbs.	kg	
2 1/2	65	31	787	15 7/8	403	7 1/4	184	9	229	16 3/8	416	13 7/8	352	9 1/2	241	8 3/8	213	75	34	185	84
3	80	32	813	15 7/8	403	7 1/4	184	9	229	18 7/8	479	15 5/8	397	9 1/2	241	8 3/8	213	78	35.4	208	94.4
4	100	37 5/8	956	19 1/2	495	8	203	9	229	22 3/4	578	18 1/4	464	11	279	7 1/4	184	116	52.7	306	138.9
6	150	44 3/4	1137	23 1/2	597	10	254	10 1/2	267	30 1/8	765	23 3/4	603	12 3/8	314	9 1/4	235	194	88	494	224.3
8	200	60 3/4	1543	37 3/4	959	11	279	15 1/2	394	37 3/4	959	29 1/4	743	15 3/8	391	16 3/4	426	382	173.4	858	390
10	250	63 3/4	1619	37 3/4	959	11	279	15 1/2	394	45 3/4	1162	35 3/8	899	15 3/8	391	16 3/4	426	412	187	1230	558.4

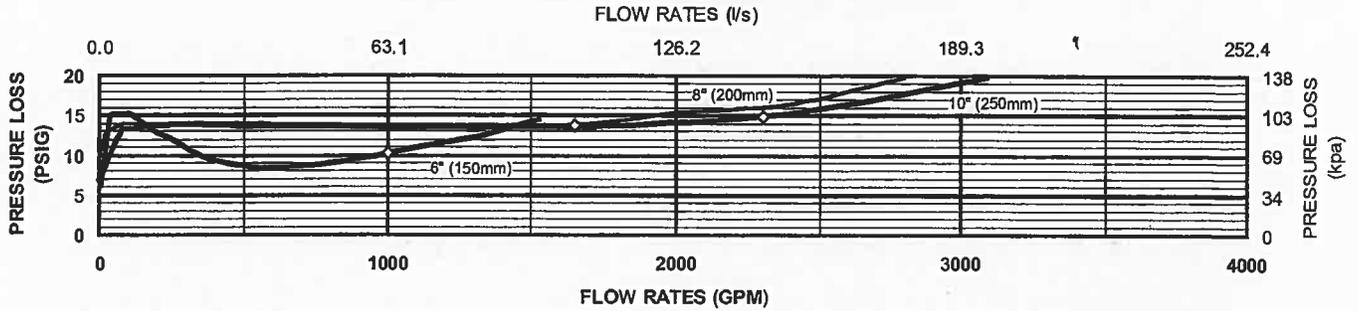
Zurn Industries, LLC | Wilkins
1747 Commerce Way, Paso Robles, CA U.S.A. 93446 Ph. 855-663-9876, Fax 805-238-5766
In Canada | Zurn Industries Limited
3544 Nashua Drive, Mississauga, Ontario L4V 1L2 Ph. 905-405-8272, Fax 905-405-1292

Rev. E
Date: 11/14
Document No. BF-375DA
Patent No. 5, 913, 331
Product No. Model 375DA

MODEL 375DA 2 1/2", 3" & 4" (STANDARD & METRIC)



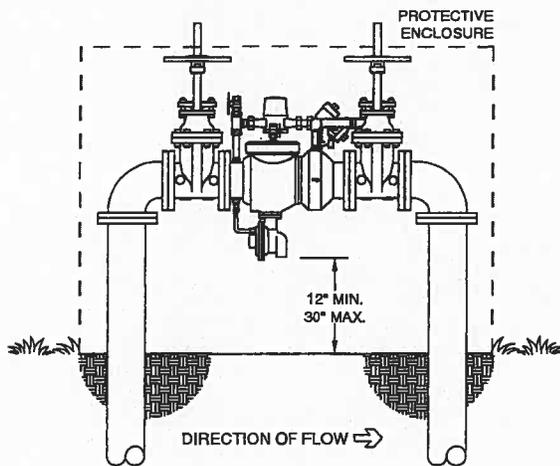
MODEL 375DA 6", 8" & 10" (STANDARD & METRIC)



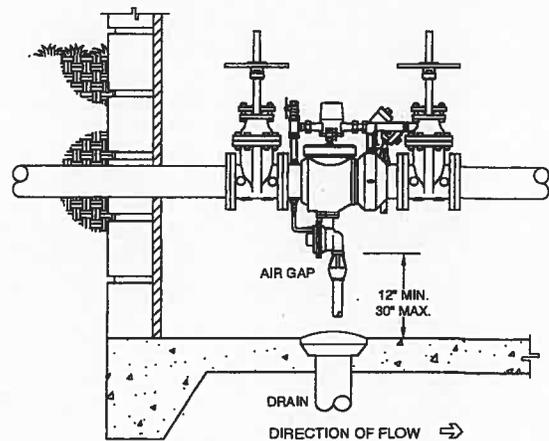
Typical Installation

Local codes shall govern installation requirements. To be installed in accordance with the manufacturer's instructions and the latest edition of the Uniform Plumbing Code. Unless otherwise specified, the assembly shall be mounted at a minimum of 12" (305mm) and a maximum of 30" (762mm) above adequate drains with sufficient side clearance for testing and maintenance. The installation shall be made so that no part of the unit can be submerged.

Capacity thru Schedule 40 Pipe (GPM)				
Pipe size	5 ft/sec	7.5 ft/sec	10 ft/sec	15 ft/sec
2 1/2"	75	112	149	224
3"	115	173	230	346
4"	198	298	397	595
6"	450	675	900	1351
8"	780	1169	1559	2339
10"	1229	1843	2458	3687
12"	1763	2644	3525	5288



OUTDOOR INSTALLATION



INDOOR INSTALLATION

Specifications

The Reduced Pressure Detector Backflow Prevention Assembly shall be ASSE® Listed 1047, and supplied with full port OS & Y gate valves. The main body and access cover shall be epoxy coated ductile iron (ASTM A 536 Grade 4), the seat ring and check valve shall be NORYL™, the stem shall be stainless steel (ASTM A 276) and the seat disc elastomers shall be EPDM. The checks and the relief valve shall be accessible for maintenance without removing the device from the line. The Reduced Pressure Detector Backflow Prevention Assembly shall be a ZURN WILKINS Model 375DA.



Model 375XL Reduced Pressure Principle Assembly

Application

Ideal for use where Lead-Free* valves are required. Designed for installation on potable water lines to protect against both backsiphonage and backpressure of contaminated water into the potable water supply. Assembly shall provide protection where a potential health hazard exists.

Standards Compliance

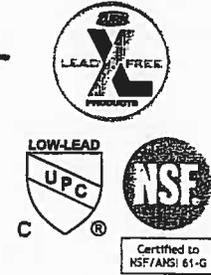
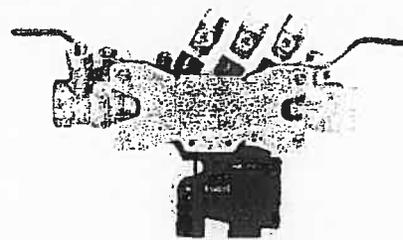
- ASSE® Listed 1013
 - IAPMO® Listed
 - CSA® Certified B64.4
 - AWWA compliant C511
 - Approved by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California
 - UL® Classified (less shut-off valves only, 3/4"-2")
 - C-UL® Classified (less shut-off valves only, 3/4"-2")
 - Certified to NSF/ANSI 372* by IAPMO R&T
 - NSF® Listed-Standard 61, Annex G*
- * (0.25% MAX. WEIGHTED AVERAGE LEAD CONTENT)

Materials

Housing	Reinforced Nylon, FDA approved
Fasteners	Stainless Steel, 300 Series
Elastomers	Silicone (FDA Approved)
	Buna Nitrile (FDA Approved)
Internals	Delrin, Nylon, NSF Listed
Springs	Stainless Steel, 300 series
Ball Valves	Cast Bronze, ASTM B 584
Struts	Stainless Steel, 300 Series

Features

Sizes:	1/2", 3/4", 1", 1-1/4", 1-1/2", 2"
Maximum working water pressure	175 PSI
Maximum working water temperature	180°F
Hydrostatic test pressure	350 PSI
End connections Threaded FNPT	ANSI B1.20.1



Options

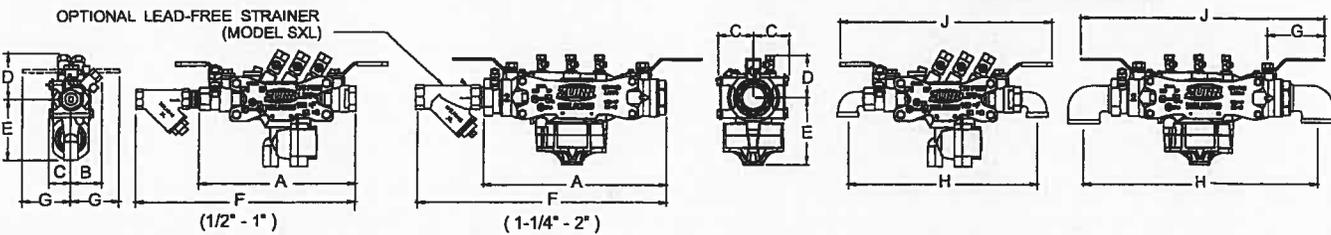
(Suffixes can be combined)

- with full port QT ball valves (standard)
- L - less ball valves, male pipe thread
- S - with Model SXL lead-free bronze "Y" type strainer
- FT - with integral male 45° flare SAE test fitting
- AG - with air gap
- SAG - with Model SXL lead-free bronze "Y" strainer and air gap
- BOF - with Blow out/Flush fitting
- B - with black fusion epoxy coated ball valves & struts for theft protection
- PF - with Z-Bite™ push fit connections* (1/2" -1" only)
- PR - with Z-Press™ press fit connections*

*Fittings ship in box with valve and must be threaded into valve by hand on site.

Accessories

- Repair kits
- Thermal expansion tank (Mdl. XT)
- Soft seated check valve (Mdl. 40XL2)
- Shock arrester (Model 1250XL)
- QT-SET Quick Test Fitting Set
- Blow out / Flush fitting (RK34-375BOF (1/2" or 3/4"), RK1-375BOF or RK114-350-375BOF)



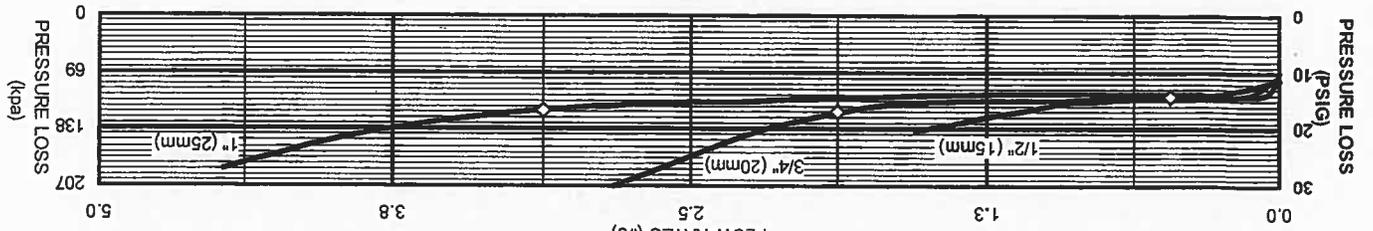
Dimensions & Weights (do not include pkg.)

MODEL 375XL SIZE	DIMENSIONS (approximate)																			WEIGHT					
	A		A LESS BALL VALVES		B		C		D		E		F		G		H		J		LESS BALL VALVES		WITH BALL VALVES		
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kg	lbs.	kg	
1/2	20	8 7/8	225	n/a	n/a	1 15/16	49	1 3/8	35	2 15/16	75	3 7/8	98	12 1/4	311	3	76	10 7/8	276	12 1/4	311	4.7	2.1	5.7	2.6
3/4	20	8 7/8	225	7 1/8	181	1 15/16	49	1 3/8	35	2 15/16	75	3 7/8	98	12 5/8	321	3	76	11	279	12 1/4	311	4.7	2.1	5.7	2.6
1	25	11 3/16	284	8 7/8	225	2 1/4	57	1 13/16	46	3 7/16	87	4	102	14 9/16	370	4	102	13 3/4	349	15 1/4	387	8.2	3.7	9.7	4.4
1-1/4	32	14 7/8	378	14 3/8	367	3 3/8	86	3 1/8	80	3 3/4	95	5 3/4	146	20 1/2	521	3 3/4	95	18	457	18 1/2	470	18.7	8.5	20.5	9.3
1-1/2	40	15 1/4	387	14 3/8	367	3 3/8	86	3 1/8	80	3 3/4	95	5 3/4	146	22	559	4 1/2	114	18 3/4	476	20 1/4	514	18.3	8.0	21.5	9.8
2	50	16	406	14 3/8	367	3 3/8	86	3 1/8	80	3 3/4	95	5 3/4	146	24	610	4 3/4	120.7	20 3/4	527	20 3/4	527	19.4	8.8	23.5	10.7

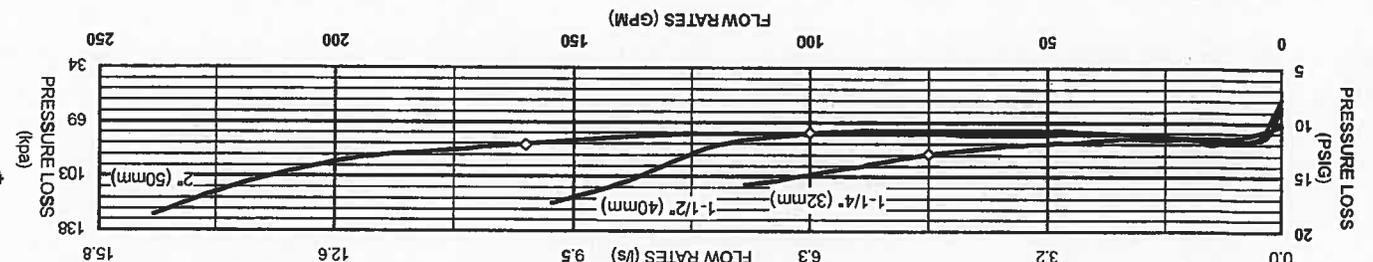
Flow Characteristics

◇ Rated Flow (established by approval agencies)

MODEL 375XL 1/2" - 1" (STANDARD & METRIC)

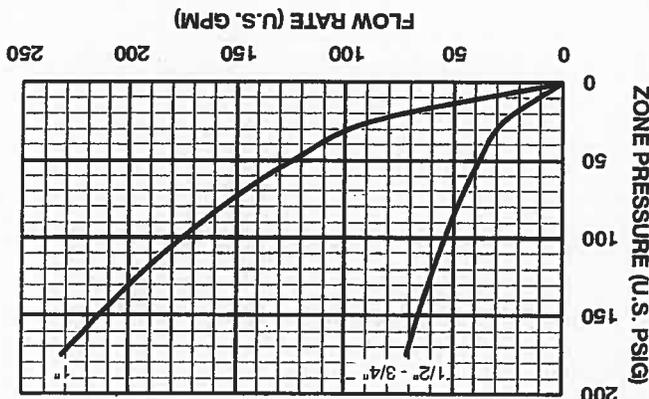


MODEL 375XL 1-1/4" - 2" (STANDARD & METRIC)

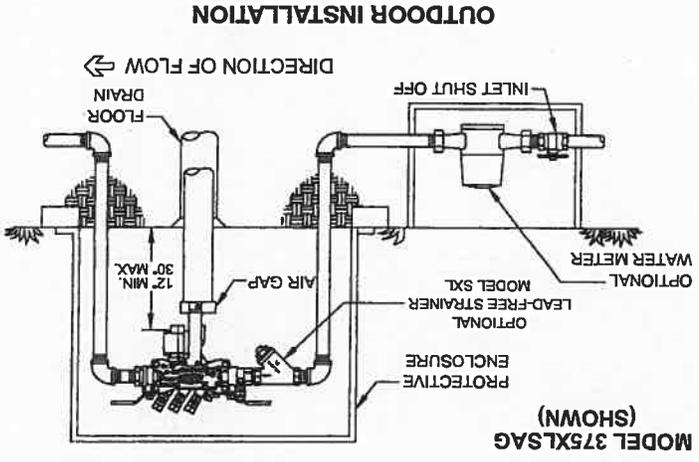
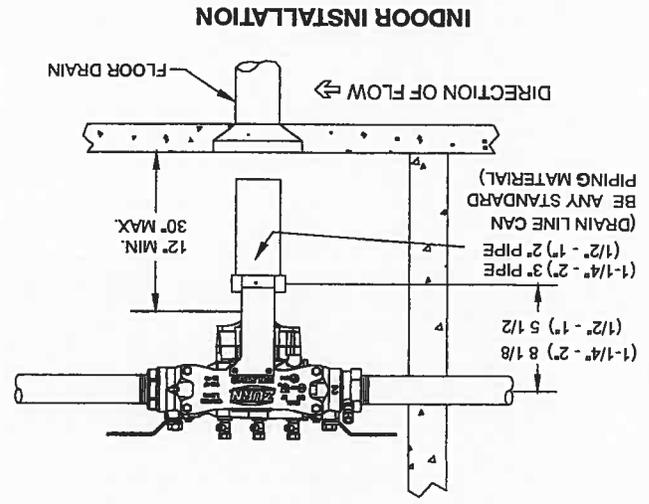


Relief Valve Discharge Rates

(Worst case condition - If 1st check or relief valve is lodged wide open)



Typical Installation
 Local codes shall govern installation requirements. To be installed in accordance with the manufacturers' instructions and the latest edition of the Uniform Plumbing Code. Unless otherwise specified, the assembly shall be mounted at a minimum of 12" (305mm) and a maximum of 30" (762mm) above adequate drains with sufficient side clearance for testing and maintenance. The installation shall be made so that no part of the unit can be submerged.



Specifications

The Reduced Pressure Principle Backflow Preventer shall be certified to NSF/ANSI 372, ASSE® Listed 1013, rated to 180°F, and supplied with full port ball valves. The main body shall be Nylon and the seat elastomers shall be silicone. If installed indoors, the installation shall be supplied with an air gap adapter. The Reduced Pressure Principle Backflow Preventer shall be a ZURN WILKINS Model 375XL.

CITY OF LAS VEGAS
 STOCK-ALBUQUERQUE
 ATTN: CARMEN TAFOYA
 1700 N GRAND AVE
 LAS VEGAS NM 87701
 Telephone: 505-454-1401
 Fax: 505-425-7335

ALBUQUERQUE-E NM
 6135 Second Street NW
 Albuquerque NM 87107
 Telephone: 505-344-0223
 Fax: 505-344-0350

Attention: PURCHASING

7/29/15 Bid ID: 4277335 LAS VEGAS - SOLID WW LINE EXTENSION

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
10	2000	FT	12 C900 DR18 PVC PIPE (G) MARKINGS PC150 OR PC235	13.15	26,300.00
20	60	FT	6 C900 DR18 PVC PIPE (G) MARKINGS PC150 OR PC235	3.77	226.20
30	60	FT	2X20' PVC SCH40 PIPE SWB BE SOLVENT WELD BELL	.79	47.40
40	1	EA	6 MJ S/P SLEEVE (I) CP DI C153	47.99	47.99
50	2	EA	6 FLGXFLG DI PIPE 1'0"	148.80	297.60
60	2	EA	860-56-0163-16 6" HYMAX CPLG 6.42-7.05 LR; 7.01-7.68 HR OD	188.62	377.24
70	4	EA	6 MJ 90 BEND(I) CP DI C153	70.82	283.28
80	10	EA	6 EBAA MEGALUG C900&IPS 2006PV RED	26.27	262.70
90	10	EA	6 MJ BOLT & GSKT KIT	8.42	84.20
100	10	EA	6 MJ REGULAR GASKET F/DI		
110	60	EA	3/4X3-1/2 COR-TEN T-HEAD B&N		
120	4	EA	6 A2360-19 MJXF RW GV OL L/ACC	489.83	1,959.32
130	5	EA	12 EBAA MEGALUG C900IPS 2012PV F/C900 PIPE ,RED	77.25	386.25
140	5	EA	KIT MJ BOLT & GSKT KIT 12	12.36	61.80
150	5	EA	12 MJ REGULAR GASKET F/DI		
160	40	EA	3/4X4 COR-TEN T-HEAD B&N		
170	2	EA	PRATT 12" 150B MJ BF VALVE W/2" OP NUT	1,039.24	2,078.48
180	1	EA	12 MJ CAP (I) CP DI C153	92.11	92.11
190	3	EA	A423 5-1/4VO HYD 5'0"B 6M 3W 5'0"BURY,6" MJ SHOE,3WAY,O/L 423-500088 YELLOW	1,721.77	5,165.31
200	1	EA	48X78X72 FIBERGLASS VAULT ASSEMBLY/20K HEAVY INCIDENTAL TRAFFIC/OPEN BOTTOM/PENTA BOLT STANDARD COVER MARKING	3,919.03	3,919.03
210	1	EA	48X60X72 FIBERGLASS VAULT ASSEMBLY/20K HEAVY INCIDENTAL TRAFFIC/OPEN BOTTOM/PENTA BOLT STANDART COVER MARKING	3,557.07	3,557.07
220	1	EA	78X124X60 800D-AL SAFE-T-COVER ENCLOSURE W/HEAT	7,117.06	7,117.06
230	1	EA	WILKINS 6-375DA 6" RP BACKFLOW W/DETECTOR ASSEMBLY	2,451.06	2,451.06
240	1	EA	2" METRON METER	929.35	929.35

CITY OF LAS VEGAS
 STOCK-ALBUQUERQUE
 ATTN: CARMEN TAFOYA
 1700 N GRAND AVE
 LAS VEGAS NM 87701
 Telephone: 505-454-1401
 Fax: 505-425-7335

ALBUQUERQUE-E NM
 6135 Second Street NW
 Albuquerque NM 87107
 Telephone: 505-344-0223
 Fax: 505-344-0350

Attention: PURCHASING

7/29/15 Bid ID: 4277335 LAS VEGAS - SOLID WW LINE EXTENSION Page 2

Line	Quantity	Sell Per	Description	Net Price	Extended Price
250	1	EA	WILKINS 2-375XL 2" BACKFLOW PREVENTER	369.63	369.63
260	1	EA	6 VALMATIC 1400 WAFER CHECK VALVE QUIET CLOSE	538.89	538.89
270	1	EA	6" CLAVAL FULL PORT MAIN VALVE CL 150 FL ENDS, GLOBE PATTERN, DI BODY, BRZ MAIN VALVE TRIM, SS FLUTED DURAKLEEN VALVE STEM 316 SS TUBING AND FITTINGS IN PILOT, 316 SS MAIN VALVE HARD WARE, PILOT ISOLATION COCKS, STANDARD BRONZE CRD PRESSURE REDUCING PILOT W/20-105 PSIG SPRING RANGE, WYE STRAINER, VALVE STEM POSITION INDICATOR, NSF FUSION BONDED EPOXY COAT APPLIED TO MAIN VALVE EXTERIOR AND INTERIOR CLAVAL MODEL 90G-01 B Y P V KC KD SSTKX	3,906.32	3,906.32
280	1	EA	DR2S1262CC200 D/S SAD 12X2CC 12.62-14.38 DOUBLE STRAP, STAINLESS STEEL, NYLON COATED	113.47	113.47
290	1	EA	2X10 STD GALV NIPPLE	22.50	22.50
300	1	EA	2 STD GALV 45 BEND	6.07	6.07
310	8	FT	2" STD GALV STEEL PIPE T&C	7.35	58.80
320	1	EA	2 A2360-8 THRD RW GV OL ON 020A236008LN	236.92	236.92
330	2	EA	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	51.52	103.04
340	4	EA	12X6 MJXFL TEE (I) CP DI C153	274.48	1,097.92
350	6	EA	6X1/8 FLG FF RR GASKET	1.59	9.54
360	6	EA	LONG BOLTS FOR WAFER CHECK VLV	12.63	75.78
370	10	EA	6X1/8 FLG FF RR GASKET	1.59	15.90
380	10	EA	6 BLK HEX BOLT & NUT KIT	6.32	63.20
390	1	EA	2 VALMATIC 102S AIR/VAC VALVE 300 PSI	530.83	530.83
400	6	EA	562-S VLV BOX W/LID M/WATER	39.41	236.46
410	2000	FT	10GA BLUE TRACE WIRE 500' COIL COPPERHEAD	.17	340.00
420	2	RL	3X1000' DET TAPE BLUE WATER	23.49	46.98
430	1	EA	FREIGHT	200.00	200.00

Subtotal: 63,615.70

Tax: 4,612.14

in Date: 7/29/15

HD SUPPLY WATERWORKS, LTD.

Entered by: 2TB

CITY OF LAS VEGAS
 STOCK-ALBUQUERQUE
 ATTN: CARMEN TAFOYA
 1700 N GRAND AVE
 LAS VEGAS NM 87701
 Telephone: 505-454-1401
 Fax: 505-425-7335

ALBUQUERQUE-E NM
 6135 Second Street NW
 Albuquerque NM 87107
 Telephone: 505-344-0223
 Fax: 505-344-0350

Attention: PURCHASING

7/29/15 Bid ID: 4277335 LAS VEGAS - SOLID WW LINE EXTENSION Page 3

Line	Quantity	Sell Per	Description	Net Price	Extended Price
------	----------	----------	-------------	-----------	----------------

Bid Total: 68,227.84

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Hays Plumbing & Heating, Inc.
PO Box 1420
Las Vegas, NM 87701-1414

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
333 S. Wabash Ave, 41st Floor
Chicago, IL 60604

OWNER (Name and Address):

City of Las Vegas

BID

Bid Due Date: July 29, 2015

Description (Project Name and Include Location): WWTP Sludge Thickening Equipment

BOND

Bond Number: Bid

Date (Not later than Bid due date): July 29, 2015

Penal sum Five Percent of the Amount Bid

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Hays Plumbing & Heating, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Gordon Hays

Print Name

President

Title

Attest:

Signature

Secretary

Title

SURETY

Western Surety Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Sherryl L. Quint

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Individually

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of June, 2015.



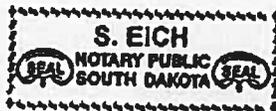
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of July, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

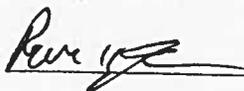
Subcontract Category Electrical
Subcontractor's Name The Electric Horseman, Inc.
Location of Place of Business 1330 6th Street
Las Vegas, NM 87701
New Mexico Dept. of Workforce Solutions Registration No. 002306020110816
Total Value of Work: \$ 153,705.00

Subcontract Category HVAC
Subcontractor's Name Shillinglaw, LLC
Location of Place of Business 700 Railroad
New Mexico Dept. of Workforce Solutions Registration No. 01027820090718
Total Value of Work: \$ 45,834.00

Subcontract Category Overhead Doors
Subcontractor's Name Windsor Door Sales, Inc.
Location of Place of Business 3901 Bogan Ave, NE
Albuquerque, NM 87109
New Mexico Dept. of Workforce Solutions Registration No. 002319120110909
Total Value of Work: \$ 13,810.00

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Signature of Authorized Representative for BIDDER:



Randy Hays

Date: July 29, 2015

Duplicate, complete, and submit additional sheets as required.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/27/15

DEPT: Utilities Dept.

MEETING DATE: 08/12/15

DISCUSSION ITEM/TOPIC: Recommendation to award bid No. 2016-02 for the Waste Water Treatment Plant Sludge Thickening Equipment installation project to low bidder Hays Plumbing & Heating, Inc.

BACKGROUND/RATIONALE: This project involves the construction and installation of a centrifuge for sludge in the existing Lime Building. The centrifuge will reduce the water content in the injectable solids, thereby reducing operational costs. This project is funded by the Clean Water State Revolving Fund.

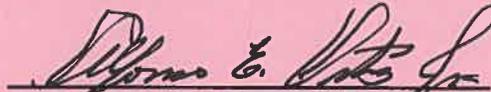
Advertised: July 15, 2015 – Albuquerque Journal, Las Vegas Optic and City Website
Bid Opening: July 29, 2015
Number of Bidders: 3 (see attached bid opening form and bid tabulation)
Low Bidder: Hays Plumbing & Heating, Inc.
Bid Amount: \$922,458.01
Funding Source: Clean Water State Revolving Loan Funding 016
Line Item Number: 613-0000-650-8742

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: WWTP Thickening Equipment
PROJECT MANAGER: Maria Gilvarry
ENGINEER: Molzen Corbin

PROJECT NUMBER: UT-WWTF-2013-1
CONTRACT NUMBER: 1983-09

PROJECT DESCRIPTION:

This project involves the construction of a centrifuge for sludge in the existing Lime Building. The centrifuge will reduce water content in the injectable solids, thereby reducing operating costs. This project is funded by the Clean Water State Revolving Fund 016
\$88,761.17 has been paid by City funds and reimbursed with CWSRF Funds

TIMELINE: January 2014-December 2015

FUNDING SOURCES	EST. EXPENDITURES w/GRT	EXPENDED to date	BALANCE to Expend in '16
City \$ 8,724.16	Design \$ 87,724.16	Design \$ 87,724.16	Design \$ 0
State \$1,030,000.00	Egr Services \$ 116,000.00	Egr Services \$ 16,399.36	Egr Services \$
Federal \$0	Construction \$	Const \$0.00	Construction \$922,458.01
Total Funds \$1,038,724.16	Total w/ GRT \$1,038,724.16	Total w/GRT \$104,123.52	Total w/GRT \$922,458.01

BUDGETED AMOUNT: \$929,515.80

LINE ITEM NUMBER: 613-0000-650-8742

ACTION	DESCRIPTION	DATE
Funding Source	CWSRF 016	
Loan/Grant/City	City \$ Grant \$ 674,000 Loan \$ 356,000 Total \$ 1,030,000	
Authorized Ordinance	Ordinance No 12-18 Amending Ordinance No 11-22 authorizing execution of loan and subsidy agreement	
Loan/Subsidy Agreement	CWSRF 016	
Engineering Services Agreement	Contract# 1983-09 Task Order# 32 \$81,000 w/o GRT	7/1/14
Engineering Estimate	Total Engineer's Estimate \$ 1,038,724.16	5/30/15
Bid Document Review	Bid #2016-02	7/1/15
Advertisement	ABQ Journal CLV Website and LV Optic	7/15/15
Bid Opening	City Council Chambers	7/29/15
Bid Tabulation	Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____ Contractor _____ Amount _____	TBD
Construction Estimate	Contractor Share \$ _____ (Including NMGRT) City Share \$ _____	TBD
Engineer's Recommendation	Contractor	TBD
Staff Recommendation		TBD
Committee Recommendation	Item discussed at Utility Advisory Committee-recommendation for approval.	8/4/15
Council Approval	Item taken to City Council Workshop for discussion Item taken to City Council for approval	8/12/15 8/19/15
Notice To Proceed		TBD

MOLZENCORBIN

August 3, 2015

Mr. Ken Garcia
Utilities Director
City of Las Vegas
905 12th Street
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award
WWTP Sludge Thickener Equipment**

LVG131-11

Dear Mr. Garcia:

The City received three (3) bids on July 29, 2015 for the WWTP Sludge Thickener Equipment Project. A summary of the bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and Bid Evaluation Summary.

The apparent low bidder is Hays Plumbing & Heating, Inc. in the amount of \$842,009.00, excluding NMGRT, for Lot No. 1 and \$9,000.00, excluding NMGRT for Lot No. 2.

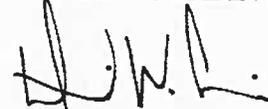
Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98 and License No. 8243.

If the City agrees to award this project to Hays Plumbing & Heating, Inc., please sign the enclosed Notice of Award (NOA) and return to Molzen Corbin. We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids.

Please call me at (505) 242-5700 if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



Douglas W. Albin, P.S.

DWA:jgo
Enclosures

Bid Tabulation
 WWTP Sludge Thickening Equipment
 City of Las Vegas
 Bid Opening: July 29, 2015, 3:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		Hayes Pumping and Testing, Inc.		RMCI, Inc.		A.A.C. Construction, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
LOT NO. 1											
1	Mobilization - Not to exceed 3% of total bid amount of Lot No. 1	ALLOW	1	\$25,000	\$ 25,000.00	\$ -	\$ -	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -
2	Demobilization - Not to exceed 1% of total bid amount of Lot No. 1	ALLOW	1	\$10,000	\$ 10,000.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 25,000.00	\$ 25,000.00
3	Removal of line equipment, including fume hood, conveyor, lime tank and associated piping, stairs, and lime to gravity thickener basin.	LS	1	\$20,000	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00	\$ 22,500.00	\$ 22,500.00
4	Installation of Rotary Drum Thickener, polymer feed equipment, flow meters, thickened sludge pumps, and associated piping. Includes modifications to North Digester drain piping, connection to South Digester drain, and installation of blow back piping.	LS	1	\$370,000	\$ 370,000.00	\$ 414,000.00	\$ 414,000.00	\$ 361,000.00	\$ 361,000.00	\$ 455,000.00	\$ 455,000.00
5	Improvements to lime building, including replacement of lower 6 to 8 feet of sheetrock with water repellent paneling. Also replace corroded doors and structural steel.	LS	1	\$40,000	\$ 40,000.00	\$ 39,100.00	\$ 39,100.00	\$ 70,000.00	\$ 70,000.00	\$ 38,500.00	\$ 38,500.00
6	Enclosure for thickened sludge truck loading pump station, including concrete slab.	LS	1	\$40,000	\$ 40,000.00	\$ 15,545.00	\$ 15,545.00	\$ 25,400.00	\$ 25,400.00	\$ 32,000.00	\$ 32,000.00
7	Site work, including the new concrete slab, trench drain system, and yard piping.	LS	1	\$30,000	\$ 30,000.00	\$ 78,724.00	\$ 78,724.00	\$ 95,000.00	\$ 95,000.00	\$ 45,000.00	\$ 45,000.00
8	Electrical work.	LS	1	\$150,000	\$ 150,000.00	\$ 186,676.00	\$ 186,676.00	\$ 161,500.00	\$ 161,500.00	\$ 187,000.00	\$ 187,000.00
9	Mechanical work.	LS	1	\$50,000	\$ 50,000.00	\$ 65,464.00	\$ 65,464.00	\$ 25,000.00	\$ 25,000.00	\$ 48,000.00	\$ 48,000.00
10	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
11	Construction Contingency Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
12	Existing Plant Control System Programming Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
				Subtotal Lot No. 1		\$ 775,000.00	\$ 842,009.00	\$ 842,009.00	\$ 842,009.00	\$ 893,000.00	\$ 893,000.00
				Gross Receipts Tax @ 8.3928%		\$ 65,067.45	\$ 70,693.39	\$ 70,693.39	\$ 70,693.39	\$ 74,974.49	\$ 74,974.49
				SUBTOTAL LOT NO. 1		\$ 840,067.45	\$ 912,702.39	\$ 912,702.39	\$ 912,702.39	\$ 967,974.49	\$ 967,974.49
BID LOT NO. 2											
1	Remove and replace existing isolation valve at South Digester. City to drain, clean, and remove debris in South Digester (No. 2).	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00
2	Remove and replace existing isolation valve at South Digester. City to drain, clean, and remove debris in South Digester (No. 2).	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,200.00	\$ 4,200.00	\$ 6,500.00	\$ 6,500.00
				Subtotal Lot No. 2		\$ 10,000.00	\$ 9,000.00	\$ 8,400.00	\$ 8,400.00	\$ 11,000.00	\$ 11,000.00
				Gross Receipts Tax @ 8.3928%		\$ 839.58	\$ 785.62	\$ 705.25	\$ 705.25	\$ 923.54	\$ 923.54
				SUBTOTAL LOT NO. 2		\$ 10,839.58	\$ 9,785.62	\$ 9,105.25	\$ 9,105.25	\$ 11,923.54	\$ 11,923.54
				TOTAL BID AMOUNT 1 and 2		\$ 850,907.03	\$ 922,488.01	\$ 921,807.64	\$ 921,807.64	\$ 979,898.03	\$ 979,898.03

* As corrected by Engineer due to Contractor's math error.

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (**)

Clayton H. Ten Eyck 8/4/15
 Clayton H. Ten Eyck, P.E.

BID EVALUATION SUMMARY
BID DATE: July 29, 2015
ENGINEER: Moizen-Corbin & Associates

OWNER: City of Las Vegas
PROJECT: WWTP SLUDGE THICKENING EQUIPMENT

	Hay's Plumbing & Heating, Inc.	RMCi, Inc.	A.A.C. Construction, LLC
Bid Signed?	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	31964	361364
NMDWFS Registration	002369720111209	0185042011510	030558720140822
No			
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98	EE98, GA98, GB98, GF98, MMB98	GB98, GA98, GF01, GF03, GF04, GF05, GF07, GF08, MM02
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes
Subcontractor listed in Bid	Electric Horseman, Inc., Windsor Door Sales, Shillinglaw, LLC	Les File Drywall, ABC Door Sales, Bogan Brothers, Electric Horseman, Inc., Comfort Systems USA Southwest	Electric Horseman, Inc.
Are subcontractors registered with NMDWFS	Yes	Yes	Yes
Verification of Bid Bond	Western Surety Company NAIC#13188 underwriting capacity of \$135,982,000	Western Surety Company NAIC#13188 underwriting capacity of \$135,982,000	Granite RE NAIC # 28310, underwriting capacity of \$1,852,000
Campaign Contribution Disclosure Form	Yes	Yes	Yes
XP-211	Yes	Yes	Yes
XP-215	Yes	Yes	Yes
XP-315	Yes	Yes	Yes
5700-49	Yes	Yes	Yes
8100-2	Yes	Yes	Yes
8100-3	Yes	Yes	Yes
8100-4	Yes - no DBE's but had advertisement for good faith effort	Yes - no DBE's but good faith effort	Yes - A.A.C. is a DBE
Total Bid Lot #1	\$842,009.60	\$843,400.00	\$893,000.00
Total Bid Lot #2	\$9,000.00	\$8,400.00	\$11,000.00
Total Bid Lot #1 and #2	\$851,009.60	\$851,800.00	\$904,000.00

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

Notice of Award

Date: _____

Project:	WWTP Sludge Thickening Equipment	
Owner:	City of Las Vegas	Engineer's Project No.: LVG131-11
Bidder:	Hays Plumbing & Heating, Inc.	
Bidder's Address:	600 Railroad Avenue, Las Vegas, New Mexico 87701	

You are notified that your Bid dated July 29, 2015 for the above Contract has been considered by the City of Las Vegas. You are the Successful Bidder and are hereby awarded a Contract for the WWTP Sludge Thickening Equipment including Lot No. 1 and No. 2.

The Contract Price of your Contract is Eight Hundred Forty-Two Thousand Nine and 00/100 Dollars (\$842,009.00) excluding NMGRT for Lot No. 1 and Nine Thousand and 00/100 Dollars (\$9,000.00) excluding NMGRT for Lot No. 2.

You must provide information within 10 days of the date you receive this Notice of Award.

1. Five (5) fully executed Payment and Performance Bonds
2. One (1) Original Insurance Certificate

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

City of Las Vegas
Owner

By: _____
Authorized Signature

Title

Hays Plumbing & Heating, Inc.
Contractor

By: _____
Authorized Signature

Title

CITY OF LAS VEGAS
PROPOSAL/BID OPENING

DATE: 29-Jul-2015

OPENING NO.: 2016-02

TIME: 3:00PM

DEPARTMENT: UTILITIES PM

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): WWTP SLUDGE THICKENING EQUIPMENT

RECEIVED FROM:	W/GDT	AMOUNT	Sub list	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 AAC Construction	lot 1	9,679,746.49	✓	✓	✓	✓
	lot 2	11,923,514				
2 RMC I, LLC	lot 1	9,142,210.18	✓	✓	✓	✓
	lot 2	9,105,25				
3 Hays Plumbing	lot 1	9,127,702.39	✓	✓	✓	✓
	lot 2	9,756,42				

COMPANY REPRESENTATIVE

COMPANY NAME

Eric Tapia	Utilities City of Las Vegas
Randy HAYS	HAYS P&H
Marcos Anaya	A. A.C. Const. LLC, Santa Fe
Jacob Tanks	RMC I, LLC
DOUGLAS W. ALBIN	MOLLEN - CORBIN

(use other side of form when full)

FINAL PROPOSALS TAKEN BY:

[Signature]
DATE: 7-29-15

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 7-29-15

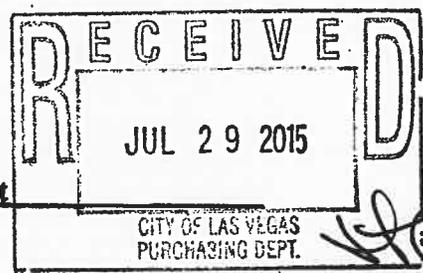
ES TAKEN BY:

[Signature]

A.A.C

"COPY"

BID FORM



PROJECT IDENTIFICATION: WWTP Sludge Thickening Equipment

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BID LOT 1					
1	Mobilization – Not to exceed 3% of total bid amount of Lot No. 1	ALLOW	1		
2	Demobilization - Not to exceed 1% of total bid amount of Lot No. 1	ALLOW	1	\$25,000	\$25,000.00
3	Demolition of lime equipment, including fume hood, conveyor, lime tank and associated piping, stairs, and line to gravity thickener basin.	LS	1	\$ 22,500	\$ 22,500.00
4	Installation of Rotary Drum Thickener, polymer feed equipment, flow meters, thickened sludge pumps, and associated piping. Includes modifications to North Digester drain piping, connection to South Digester drain, and installation of blow back piping.	LS	1	\$ 455,000	\$ 455,000
5	Improvements to lime building, including replacement of lower 6 to 8 feet of sheetrock with water repellent paneling. Also replace corroded doors and structural steel.	LS	1	\$ 38,500	\$ 38,500.00
6	Enclosure for thickened sludge truck loading pump station, including concrete slab.	LS	1	\$ 32,000	\$ 32,000.00
7	Site work, including the new concrete slab, trench drain system, and yard piping.	LS	1	\$ 45,000	\$ 45,000
8	Electrical work.	LS	1	\$	\$
9	Mechanical work.	LS	1	\$ 48,000	\$ 48,000.00
10	Testing Allowance	1	ALLOW	\$10,000.00	\$10,000.00
11	Construction Contingency Allowance	1	ALLOW	\$20,000.00	\$20,000.00
12	Existing Plant Control System Programming Allowance	1	ALLOW	\$10,000.00	\$10,000.00
				Subtotal: BID LOT 1	\$ 893,000
				Gross Receipts Tax @ 8.3953%	\$ 74,974.49
				TOTAL BID AMOUNT: BID LOT 1	\$ 967,974.49

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Remove and replace existing 8-inch plug valve at South Digester. The Owner will drain and clean the South Digester. See Keyed Note 27, Sheet No. W-102.	EA	1	\$ 4,500	\$ 4,500.00
2	Remove and replace existing 8" plug valve. See Keyed Note 34, Sheet No. W-102.	EA	1	\$ 6,500	\$ 6,500
Subtotal: BID LOT 2					\$ 11,000
Gross Receipts Tax @ 8.3958%					\$ 923.54
TOTAL BID AMOUNT: BID LOT 2					\$ 11,923.54

Subtotal: BID LOT 1 and BID LOT 2 \$ 904,600.00

Gross Receipts Tax @ 8.3958% \$ 75,898.03

TOTAL BID AMOUNT: BID LOT 1 and BID LOT 2 \$ 979,898.03

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total bid received from a responsible Bidder. If the lowest acceptable bid exceeds available funds, the Owner retains the right to reject all bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all bids and re-bid the project to comply with State procurement requirements.

5.03 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;

C. Federal Forms:

1. Form XP-211 –Certifications Regarding Contract under Equal Opportunity Clause and Non-Segregated Facilities
2. Form XP-215 – MBE/WBE/SBRA Engineering Utilization Form, along with proof of solicitation (i.e., newspaper advertisement, letters of solicitation)
3. Form XP-315 – Davis Bacon Certification
4. Form 5700-49 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
5. Form 6100-2 – DBE Subcontractor Participation Form
6. Form 6100-3 – DBE Subcontractor Performance Form
7. Form 6100-4 – DBE Subcontractor Utilization Form

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: A.A.C. Construction, LLC (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: *Andrew Sisneros*
(Signature – attach evidence of authority to sign)

Name (typed or printed): Andrew Sisneros

Title: Managing Member
(CORPORATE SEAL)

Attest *Andrew Sisneros*

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 18 La Luna Rd, Santa Fe, NM 87507

Phone No. (505) 471-2510 Fax No. (505) 473-4787

E-mail andrew@cnspl.net

SUBMITTED on July 29, 2015.

9.02 Contractor License Information:

New Mexico Contractor's License Number 361394

New Mexico Department of Workforce Solutions Registration Number 03058720140922

License Classifications GB-98, GA-98, GF-01,03,04,05,07,08,09, MM-02

**CITY OF LAS VEGAS
STANDARD BID CLAUSES**

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 1:30 p.m., March 25, 2015, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0371646

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-157349-00-5

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: A.A.C. Construction, LLC

AUTHORIZED AGENT: Andrew Sisneros

ADDRESS: 18 La Luna Rd, Santa Fe, NM 87507

TELEPHONE NUMBER: (505) 471-2510

FAX NUMBER: (505) 473-4787

DELIVERY: WWTP Sludge Thickening Equipment

STATE PURCHASING RESIDENT CERTIFICATION NO: L1795559376

NEW MEXICO CONTRACTORS LICENSE NO. 361394

BID ITEM(S): Bid Lot 1, Items 1-12, Bid Lot 2, Item 1-2.

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

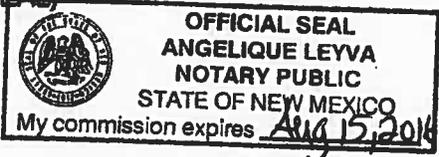
COUNTY OF Santa Fe }

I, Andrew Sisneros, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 29th day of July, 2015.

(SEAL)



[Signature]
Notary Public Signature

My Commission Expires: August 15, 2016

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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



Signature

7-29-2015

Date

Managing Member

Title (Position)

XP-211

BIDDER'S CERTIFICATION*
In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name City of Las Vegas Project Number T.B.D.
Contract For WWTP Sludge Thickening Equipment

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.
- I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Andrew Sisneros, Managing Member
Typed Name & Title of Bidder's Authorized Representative

Andrew Sisneros Date 7-29-2015
Signature of Bidder's Authorized Representative

A.A.C. Construction, LLC

18 La Luna Rd, Santa Fe, NM 87507
Name & Address of Bidder

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
 WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
 SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes ___ No

If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's? Yes ___ No

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes ___ No

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes ___ No

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes No ___

If yes, please attach a brief description of portions of work you have identified for subcontracting. Electrical

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes ___ No

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes ___ No

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes No ___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication. Construction Reporter

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes ___ No

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$ _____

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	%	Equipment	%	Supplies	%	Services	%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	%	Equipment	%	Supplies	%	Services	%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	%	Equipment	%	Supplies	%	Services	%
	(\$)		(\$)		(\$)		(\$)	



7/28/2015 [Feature Request](#)

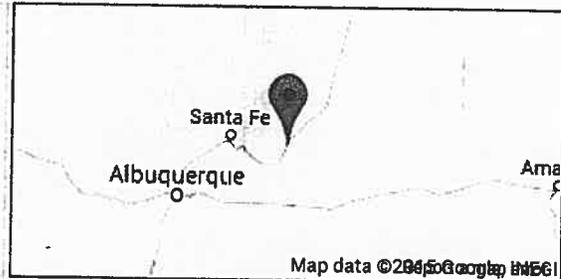
- Desktop
- My Projects
- Private Projects
- Research
- Search
- Classifieds
- Affiliates
- Contact
- Help

- [Return](#)
- [Add To Bid List](#)
- [Add Company Note](#)
- [Send Bid Invitation](#)
- Plans/Specs**
- [Plans](#)
- [Specs](#)
- [Addenda None](#)
- [Amendments None](#)
- [Memo None](#)
- Take-offs**
- [Lows](#)
- [Awards](#)
- [Building Permits](#)

WWTP Sludge Thickening Equipment

Las Vegas, NM / San Miguel (NM)

Project Events:



Track: w/ email w/o email Hide:

Unique: 125 Total: 1257

Project ID..... 2014-02A8	Owner Ref ID...	
Bin#..... 143	Type.....	New Construction & Renovation
Bid Date..... 7/29/2015 - 3:00 pm	Category.....	Water/WWTP
Opening Owner	Phase.....	Active
Address..... 1700 North Grand Avenue, Las Vegas, NM 87701	Reported.....	7/15/2015
Plans Avail.... Engineer: Make checks payable to the City of Las Vegas	Updated.....	7/28/2015
Deposit..... \$200.00 - (Refundable)	Status.....	Bidders List Update
Est Value..... \$840,000.00	\$ Breakdown...	
Security 5% Bid Bond 100% Performance 100% Payment		

Project Notes

7/22/2015 2:16 PM NOTE: BIDDERS LIST UPDATED.

Scope: Purchase of new wastewater sludge thickening equipment; installation of the equipment in an existing metal building; and modifications to the existing building, including electrical and mechanical.

REPORT LOWS

PROJECT CONTACTS
Owner Design Team
Architect/Engineer

Reporter: Michelle (505) 243-9793 ext:105

First: 7/15/2015 Last Updated: 7/28/2015

Molzan-Corbin & Associates
 2701 Miles Rd SE
 Albuquerque, NM 87106-3228

(505) 242-5700
 (505) 242-0673 fax

Contact:
Debi Dodge

Owner

City of Las Vegas
 1700 North Grand Ave
 Las Vegas, NM 87701

(505) 426-3314
 (505) 425-7335 fax

Contact:
Gilvarry Maria



Digital Estimating Tips & Tricks Workbook
 Download your free copy now!
[Click Here](#)

BIDDERS LIST

[Click here for more bidders list options](#)

General Contractors

Metro Electric Inc  (505) 892-4745 **Contact:**
 1503 Golf Course Rd SE, Ste D (505) 896-4746 fax **No contact listed**
 Rio Rancho, NM 87124-1925

RMCI Inc  (505) 345-0008 **Contact:**
 PO Box 91447 (505) 345-0111 fax **No contact listed**
 Albuquerque, NM 87199-1447

AU Inc  (505) 242-4848 **Contact:**
 PO Box 9825 (505) 242-9050 fax Tiffany Torres
 Albuquerque, NM 87119-9825

Soliciting Quotes from MBE/WBE/SBRA Certified Companies

Hays Plumbing & Heating Inc  (505) 425-7535 **Contact:**
 PO Box 1420 (505) 454-0202 fax Randy Hays
 Las Vegas, NM 87701-1420

soliciting of MBE,WBE,DBE. etc. bidders

AAC Construction, LLC  [get bids](#) (505) 930-0481 **Contact:**
 18 La Luna Rd (505) 473-4787 fax Andrew Sisneros
 Santa Fe, NM 87507-4312

Soliciting MBE. WBE. DBE. etc. Send quotes Via Email

Done Right Construction  (505) 490-2756 **Contact:**
 PO Box 252 (505) 757-6478 fax Carlos Segura
 Pecos, NM 87552

Please email all bids to carlos@donerightconstruction.net. Soliciting

Subs/Suppliers

Sub-Contractor

Purken Corporation  (847) 837-4952 **Contact:**
 562 E. Bunker CT. No fax number on file **No contact listed**
 Vernon Hills, IL 60001

Sub-Contractor

Seapex  (932) 864-7152 **Contact:**
 511 Speedway Dr. No fax number on file **No contact listed**
 Ohio, OH 45323

Wastewater

Aeritix Separation Inc  (817) 419-1794 **Contact:**
 1010 Commerical Blvd, South (817) 419-1994 fax **No contact listed**
 Arlington, TX 76001-7130

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Andrew Sisneros, Managing Member

Typed Name & Title of Authorized Representative


Signature of Bidder's Authorized Representative

7-29-2015

Date

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner City of Las Vegas ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act. (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

 7-28-2015
(Contractor Signature & Date)

(Owner Signature & Date)

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause of default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Andrew Sisneros, Managing Member

Typed Name & Title of Authorized Representative


Signature of Bidder's Authorized Representative

7-28-2015

Date

I am unable to certify to the above statements. My explanation is attached.

FORM 6100-2
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name A.A.C. Construction, LLC		Project Name WWTP Sludge Thickening Equipment	
Bid/ Proposal No. 7282015	Assistance Agreement ID No. (if known)	Point of Contact Andrew Sisneros	
Address 18 La Luna Rd, Santa Fe, NM 87507			
Telephone No. (505) 471-2510		Email Address andrew@cnsr.net	
Prime Contractor Name A.A.C. Construction, LLC		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Title/ date
	Managing Member, 7-29-2015

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-3
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

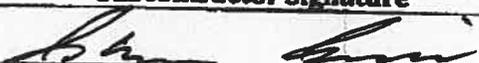
This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name A.A.C. Construction, LLC		Project Name WWTP Sludge Thickening Equipment	
Bid/ Proposal No. 7292015	Assistance Agreement ID No. (if known)	Point of Contact Andrew Sisneros	
Address 18 La Luna Rd, Santa Fe, NM 87507			
Telephone No. (505) 471-2510		Email Address andrew@cnsr.net	
Prime Contractor Name A.A.C. Construction, LLC		Issuing/Funding Entity: EPA	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA	Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____ <input type="checkbox"/> Not certified	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unknown

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Title/ date
	Managing Member, 7-29-2015
Subcontractor Signature	Title/ date
	Managing Member, 7-29-2015

¹ A DBE is a Disadvantaged, Minority, or Women Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-4
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Subcontractor Name A.A.C. Construction, LLC		Project Name WWTP Sludge Thickening Equipment	
Bid/ Proposal No. 7292015	Assistance Agreement ID No. (if known)	Point of Contact Andrew Sisneros	
Address 18 La Luna Rd, Santa Fe, NM 87507			
Telephone No. (505) 471-2510		Email Address andrew@cnsf.net	
Prime Contractor Name A.A.C. Construction, LLC		Issuing/Funding Entity: EPA	

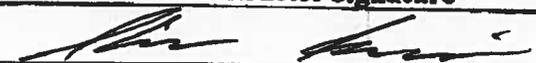
I have identified potential DBE certified subcontractors	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
--	---	-----------------------------

If yes, please complete the table below. If no, please explain:

Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
A.A.C. Construction, LLC	18 La Luna Rd, Santa Fe, NM 87507 (505) 471-2510, andrew@cnsf.net	840-K	Yes

Continue on back if needed

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Title/ date
	Managing Member, 7-29-2015

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

A.A.C. Construction, LLC
18 La Luna Rd.
Santa Fe, NM 87507

SURETY (Name and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

OWNER (Name and Address):

City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

BID

Bid Due Date: July 29th, 2015

Description (Project Name and Include Location): WWTP Sludge Thickening Equipment

BOND

Bond Number: BID

Date (Not later than Bid due date): July 29th, 2015

Penal sum Five Percent Of The Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

A.A.C. Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By:


Signature

Andrew Sisneros

Print Name

Managing Member

Title

Attest:


Signature

Witness

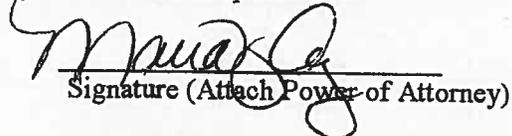
Title

SURETY

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

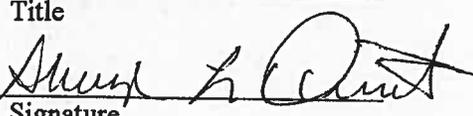
Maria Y. Ankeny

Print Name

Attorney-In-Fact

Title

Attest:


Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Electrical
Subcontractor's Name The Electric Horseman Inc.
Location of Place of Business Las Vegas, N.M.
New Mexico Dept. of Workforce Solutions Registration No. 002 306020110816
Total Value of Work: \$ 161,000

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Signature of Authorized Representative for BIDDER:



Date: 7-29-2015

Duplicate, complete, and submit additional sheets as required.



Certificate of Public Works Registration

A.A.C. Construction LLC

18 La Luna Rd.
Santa Fe, NM 87507

Registration Date: 9/18/2014

Expiration Date: 9/18/2016

Registration Number: 03058720140922

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: A.A.C. CONSTRUCTION, LLC
DBA: A.A.C. CONSTRUCTION, LLC
18 LA LUNA RD
SANTA FE, NM 87507-4312

Expires: **17-Feb-2018**

Certificate Number:

L1795559376



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

A.A.C. CONSTRUCTION, LLC.

DATE OF ISSUE

361394

Qualifying Party's
SISNEROS ANDREW

EXPIRES

05/31/2018

CLASSIFICATION

CLASSIFICATION
CLASSIFICATION
CLASSIFICATION
CLASSIFICATION

**CONSENT AND APPROVAL OF ACTION OF THE SOLE
MEMBER OF A.A.C. CONSTRUCTION, LLC FOR 2013**

THE UNDERSIGNED, being the sole Member of A.A.C. Construction, LLC (the "Company"), hereby ratifies and approves the following resolutions:

RESOLVED: that it is in the intent of the Company to maintain the present membership arrangement in the Company unless and until changed by a written resolution signed by the sole Member.

FURTHER RESOLVED: that the sole Member elected Andrew C. Sisneros to serve as Managing Member of the Company until the next annual meeting of the company, or until his successor is duly elected and qualified as provided in the Operating Agreement of the Company; and

FURTHER RESOLVED: that the sole Member approves and ratifies the actions of the Managing Members for the previous year.

Effective: June 25, 2013



ANDREW C. SISNEROS, MANAGING MEMBER

RMCI, INC



BID

BID FORM

PROJECT IDENTIFICATION: WWTP Sludge Thickening Equipment

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder, information commonly known to contractors doing business in the locality of the Site, information and observations obtained from visits to the Site, the Bidding Documents, and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BID LOT 1					
1	Mobilization - Not to exceed 5% of total bid amount of Lot No. 1	ALLOW	1	24,000-	24,000-
2	Demobilization - Not to exceed 1% of total bid amount of Lot No. 1	ALLOW	1	1,500-	1,500-
3	Demolition of lime equipment, including lime hood, conveyor, lime tank and associated piping, stairs, and line to gravity thickener basin.	LS	1	\$ 40,000	\$ 40,000
4	Installation of Rotary Drum Thickener, polymer feed equipment, flow meters, thickened sludge pumps, and associated piping. Includes modifications to North Digester drain piping, connection to South Digester drain, and installation of blow back piping.	LS	1	\$ 361,000-	\$ 361,000-
5	Improvements to lime building, including replacement of lower 6 to 8 feet of sheetrock with water repellent paneling. Also replace corroded doors and structural steel.	LS	1	\$ 70,000	\$ 70,000
6	Enclosure for thickened sludge truck loading pump station, including concrete slab.	LS	1	\$ 25,400	\$ 25,400
7	Site work, including the new concrete slab, trench drain system, and yard piping.	LS	1	\$ 95,000	\$ 95,000
8	Electrical work.	LS	1	\$ 161,500-	\$ 161,500-
9	Mechanical work.	LS	1	\$ 25,000	\$ 25,000
10	Testing Allowance	1	ALLOW	\$10,000.00	\$10,000.00
11	Construction Contingency Allowance	1	ALLOW	\$20,000.00	\$20,000.00
12	Existing Plant Control System Programming Allowance	1	ALLOW	\$10,000.00	\$10,000.00
				Subtotal: BID LOT 1	\$ 843,400-
				Gross Receipts Tax @ 8.3958%	\$ 70,810.41-
				TOTAL BID AMOUNT: BID LOT 1	\$ 914,210.41-

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BID LOT 2					
1	Remove and replace existing 8-inch plug valve at South Digester. The Owner will drain and clean the South Digester. See Keyed Note 27, Sheet No. W-102.	EA	1	\$ 4,800	\$ 4,800
2	Remove and replace existing 8" plug valve. See Keyed Note 34, Sheet No. W-102.	EA	1	\$ 4,800	\$ 4,800
Subtotal: BID LOT 2				\$ 8,400 ⁰⁰	
Gross Receipts Tax @ 8.3958%				\$ 705 ²⁵	
TOTAL BID AMOUNT: BID LOT 2				\$ 9,105²⁵	

Subtotal: BID LOT 1 and BID LOT 2 \$ 851,800⁰⁰
 Gross Receipts Tax @ 8.3958% \$ 71,516.12⁰⁰
TOTAL BID AMOUNT: BID LOT 1 and BID LOT 2 \$ 923,316.12⁰⁰

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 This Contract will be awarded on the basis of the lowest responsive total bid received from a responsible Bidder. If the lowest acceptable bid exceeds available funds, the Owner retains the right to reject all bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all bids and re-bid the project to comply with State procurement requirements.
- 5.03 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;

- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act
- C. Federal Forms:
 - 1. Form XP-211 - Certifications Regarding Contract under Equal Opportunity Clause and Non-Segregated Facilities
 - 2. Form XP-215 - MBE/WBE/SBRA Engineering Utilization Form, along with proof of solicitation (i.e., newspaper advertisement, letters of solicitation)
 - 3. Form XP-315 - Davis Bacon Certification
 - 4. Form 5700-49 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - 5. Form 6100-2 - DBE Subcontractor Participation Form
 - 6. Form 6100-3 - DBE Subcontractor Performance Form
 - 7. Form 6100-4 - DBE Subcontractor Utilization Form

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: RMCI, INC. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): General Building

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jeffrey R. Mohns

Title: Vice President of Estimating

(CORPORATE SEAL)

Attest: _____

Michael W. Pierce, Vice President of Equipment

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 6214 Chappell Rd NE, Albuquerque, NM 87113

Phone No. 505-345-0008 Fax No. 505-345-0111

E-mail meghand@rmciinc.com

SUBMITTED on July 29, 2015

9.02 Contractor License Information:

New Mexico Contractor's License Number 31964

New Mexico Department of Workforce Solutions Registration Number 0165042011510

License Classifications EE9B, CA98, GB98, GF98, MM98

NM Resident Preference #L0374015952

**CITY OF LAS VEGAS
STANDARD BID CLAUSES****AWARDED BID**

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 1:30 p.m., March 25, 2015, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0386784

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-157665-003

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy, acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: RMCI, INC.

AUTHORIZED AGENT: Jeffrey R. Mohns, Vice President of Estimating

ADDRESS: 6211 Chappell Rd NE, Albuquerque, NM 87113

TELEPHONE NUMBER: (505) 345-0008

FAX NUMBER: (505) 345-0111

DELIVERY: Same as above

STATE PURCHASING RESIDENT CERTIFICATION NO: L0374015952

NEW MEXICO CONTRACTORS LICENSE NO. 31964 (BE98, GA98, GB98, GF98, MM98)

BID ITEM(S): See BID-4

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Bernalillo }

I, Jeffrey R. Mohns, VP of Estimating, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]
Signature

Subscribed and sworn to before me, this 29th day of July, 2015.

(SEAL)

[Signature]
Notary Public Signature

My Commission Expires: February 21, 2017

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date of Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(The above fields are unlimited in size.) _____

Signature

Date

Title (Position)

-OR-

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

Signature *Jeffrey R. Johns*

7/29/15

Date

Vice President of Estimating

Title (Position)

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4

Form to be provided with every construction pay application:

8. XP-214 Labor Standards Certification

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
<http://www.dol.gov/compliance/laws/comp-copeland.htm>
- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf
- Disadvantaged Business Enterprise, 40 CFR Part 33
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40>
- Equal Employment Opportunity, 41 CFR Part 60
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41>
- Labor Standards, 29 CFR Parts 4 & 6
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29>
- Nondiscrimination, 40 CFR Part 7
<http://www.epa.gov/ocr/docs/40p0007.pdf>
- OMB Circular A-133
http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf
- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
<http://www.epa.gov/region6/6en/w/sw/swcon98.pdf>
- Uniform Administrative Requirements, 40 CFR Part 31
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.29&idno=40>

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name WWTP Sludge Thickening Project Number _____
Contract For Equipment - REBID CWSRF-016

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- (x) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- (x) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- () I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.
- (x) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- (x) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Jeffrey R. Mohns, Vice President of Estimating
Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative Date 7/29/15

RMCI, INC., 6211 Chappell Rd NE, Albuquerque, NM 87113
Name & Address of Bidder

XP-215

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
 WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
 SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes No

If yes, when did you update your MBE/WBE/SBRA solicitation lists? Continually

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's? Yes No

If yes, name the publications: Please see attached "Good Faith Effort"

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes No
4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes No
5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes No

If yes, please attach a brief description of portions of work you have identified for subcontracting.

Please see attached "Good Faith Effort"

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes No
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes No Please see attached "Good Faith Effort"

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes No

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

Please see attached "Good Faith Effort"

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes No

MBE/WBE/SBRA's are contacted via phone prior to bid to confirm their interest in project - no formal conference is held

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$ 923,315.42 -

11. Total dollar amount and percentage of MBE/WBE/SBRA participation: 0%

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	

12. Name, address, phone number, contact person, type of construction subcontract, ^{RMCI, INC.} and dollar amount of subcontract.

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Jeffrey R. Mohns, Vice President of Estimating

Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative

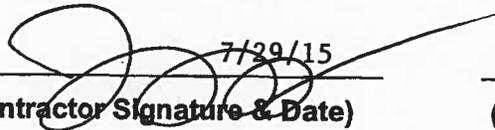
7/29/15

Date

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner ^{City of Las Vegas/} NMED ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

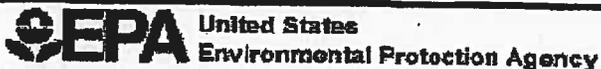
The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.


7/29/15

(Contractor Signature & Date)

Jeffrey R. Mohns, Vice President of Estimating

(Owner Signature & Date)



CWSRF-016
EPA Project Control Number

United States Environmental Protection Agency
 Washington, DC 20460

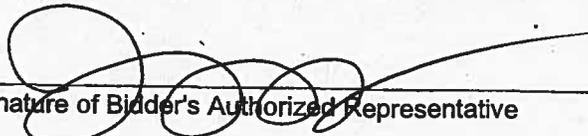
**Certification Regarding
 Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Jeffrey R. Mohns, Vice President of Estimating
 Typed Name & Title of Authorized Representative


 Signature of Bidder's Authorized Representative

7/29/15
 Date

I am unable to certify to the above statements. My explanation is attached.

RMCI, INC.
FORM 6100-2
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	<p>**THIS FORM TO BE COMPLETED AND SUBMITTED AFTER AWARD IF LOW BIDDER.</p>	

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Title/ date

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

RMCI, INC.
FORM 6100-3
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name WWTP Sludge Thickening Equipment-REBID	
Bid/ Proposal No. CWSRF-016	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name RMCI, INC.		Issuing/Funding Entity: City of Las Vegas/NMED	

No DBEs, Please See Good Faith Effort

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____ <input type="checkbox"/> Not certified	Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown
---	---

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Title/ date
Rex L. Davis	President 7/29/2015
Subcontractor Signature	Title/ date

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Subcontractor Name		Project Name WWTP Sludge Thickening Equipment - REBID	
Bid/ Proposal No. CWSRF-016	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name RMCI, INC.		Issuing/Funding Entity: City of Las Vegas/NMED	

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
--	------------------------------	--

If yes, please complete the table below. If no, please explain: *NO DBES, Please See Good Faith Effort.*

Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature Jeffrey R. Mohms	Title/ date Vice President of Estimating 7/29/2015
---	--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

BID BOND

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

RMCL, Inc.
6211 Chappell Rd NE
Albuquerque, NM 87113

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
333 S. Wabash Avenue
Chicago, IL 60604

OWNER (Name and Address):

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

BID

Bid Due Date: July 29, 2015

Description (Project Name and Include Location): WWTP Sludge Thickening Equipment

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): July 29, 2015

Penal sum Five Percent (5%) of Total Bid Amount

(Words)

\$ -----

(Figures)

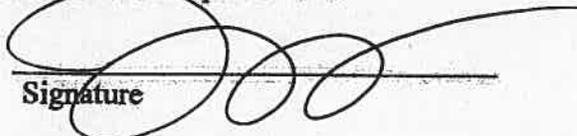
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

RMCL, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

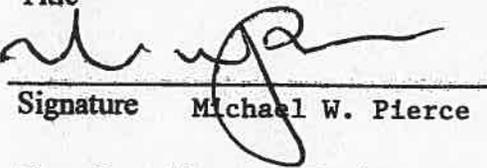

Signature

Jeffrey R. Mohns

Print Name

Vice President of Estimating
Title

Attest:


Signature Michael W. Pierce

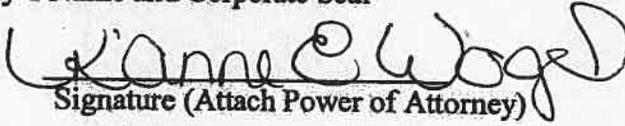
Vice President of Equipment
Title

SURETY

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

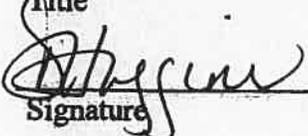
K'Anne E. Vogel

Print Name

Attorney-in-Fact

Title

Attest:


Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Darlene Krings, Russell D Lear, Melanie A Lathouwers, Katherine E Dill, Royal R Lovell, Diane Clementson, K Anne E Vogel, Wesley J Butorac, Steve J Blohm, Individually

of Greeley, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of June, 2015.



WESTERN SURETY COMPANY

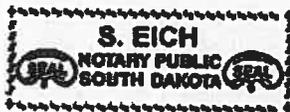
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of July 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE
ACT COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

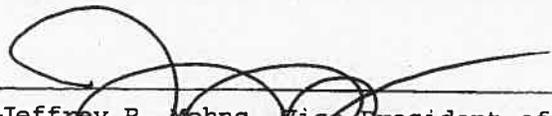
Subcontract Category SRMCS ~~File Drywall~~ Framing/Drywall
 Subcontractor's Name LCS File Drywall
 Location of Place of Business Albuquerque, NM
 New Mexico Dept. of Workforce Solutions Registration No. 0002120060701
 Total Value of Work: \$ 8,815.00-

Subcontract Category Over head Door
 Subcontractor's Name ABK Door
 Location of Place of Business Albuquerque, NM
 New Mexico Dept. of Workforce Solutions Registration No. 1739020141212
 Total Value of Work \$ 13,528.00-

Subcontract Category Coatings
 Subcontractor's Name Brogan Brothers Painting
 Location of Place of Business Albuquerque, NM
 New Mexico Dept. of Workforce Solutions Registration No. 0100272009073
 Total Value of Work: \$ 9,980.00-

Subcontract Category Electric / Instrumentation
 Subcontractor's Name TE Electric Hrbzman
 Location of Place of Business Las Vegas, NM
 New Mexico Dept. of Workforce Solutions Registration No. 002305020110816
 Total Value of Work: \$ 161,390.00-

Signature of Authorized Representative for BIDDER:


 Jeffrey R. Mohns, Vice President of Estimating

Date: 7/29/15

Duplicate, complete, and submit additional sheets as required.

LIST OF PROJECT SUBCONTRACTORS FOR AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category HVAC

Subcontractor's Name Comfort Systems USA Southwest

Location of Place of Business Chandler, Arizona

New Mexico Dept. of Workforce Solutions Registration No. 03021620140221

Total Value of Work: \$ 24,403.00

Subcontract Category _____

Subcontractor's Name _____

Location of Place of Business _____

New Mexico Dept. of Workforce Solutions Registration No. _____

Total Value of Work \$ _____

Subcontract Category _____

Subcontractor's Name _____

Location of Place of Business _____

New Mexico Dept. of Workforce Solutions Registration No. _____

Total Value of Work: \$ _____

Subcontract Category _____

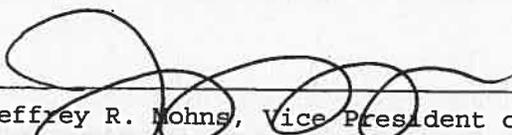
Subcontractor's Name _____

Location of Place of Business _____

New Mexico Dept. of Workforce Solutions Registration No. _____

Total Value of Work: \$ _____

Signature of Authorized Representative for BIDDER:

 _____ Date: 7/29/15

Jeffrey R. Mohns, Vice President of Estimating

Duplicate, complete, and submit additional sheets as required.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Signature of Authorized Representative for BIDDER:



Jeffrey R. Mohr, Vice President of Estimating

Date: 7/29/15

Duplicate, complete, and submit additional sheets as required.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Signature of Authorized Representative for BIDDER:


Jeffrey R. Mohns Vice President of Estimating

Date: 7/29/15

Duplicate, complete, and submit additional sheets as required.

**LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

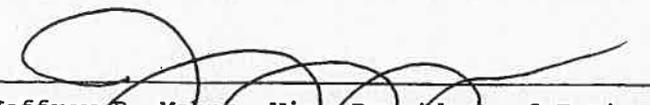
Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Subcontract Category _____
Subcontractor's Name _____
Location of Place of Business _____
New Mexico Dept. of Workforce Solutions Registration No. _____
Total Value of Work: \$ _____

Signature of Authorized Representative for BIDDER:



Jeffrey R. Monns, Vice President of Estimating

Date: 7/29/15

Duplicate, complete, and submit additional sheets as required.

Susana Martinez
Governor

Katherine C. Martinez
Director

J. Dee Denis Jr.
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

*This is to certify that: **RMCL, INC.***

PERMANENT LICENSE #31964

Located at: PO BOX 91447, ALBUQUERQUE, NM 87199

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

EE98, GA98, GB98, GF98, ME198

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

02/04/2013

Signature of Contractor

Katherine C. Martinez

Katherine C. Martinez

Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **RMCI, INC**

DBA: **RMCI, INC**
PO BOX 91447
ALBUQUERQUE, NM 87199-1447

Expires: **17-NOV-2017**

Certificate Number:

L0374015952



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



RECEIVED MAY 21 2014

Certificate of Public Works Registration

RMCI Inc

PO Box 91447

Albuquerque, NM 87199

Registration Date: 5/12/2014

Expiration Date: 6/11/2016

Registration Number: 0185042011510

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works Section, 625 Silver Avenue SW, Suite 410, Albuquerque, NM 87102, (505) 841-4405 5/20/2014

**CONSENT IN LIEU OF BOARD OF DIRECTORS' MEETING
OF
RMCI, INC.**

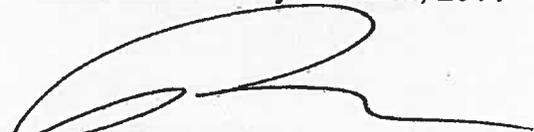
The undersigned, Directors of RMCI, INC., a New Mexico Corporation, hereinafter referred to as "The Corporation", hereby consent pursuant to Section 53-11-43 (NMSA 1978) of the New Mexico Business Corporation Act to the adoption hereof and do hereby adopt the following Resolution and declare it to be in full force and effect as if adopted at a regularly or specially held meeting of the Board of Directors of The Corporation.

WHEREAS, The Board of Directors is authorized to elect Officers of The Corporation as indicated below:

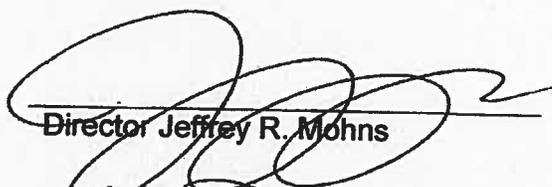
THEREFORE, BE IT RESOLVED, that the Board of Directors elects the following Officers:

Rex L. Davis	President
Jeffrey R. Mohns	Vice President – Estimating
Clay L. Blair	Vice President – Operations
Michael W. Pierce	Vice President – Equipment
Bryan S. Davis	Secretary / Treasurer

Dated this 10th day of March, 2014



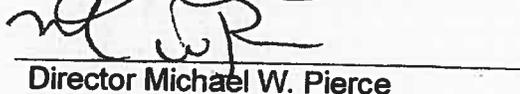
Director Rex L. Davis



Director Jeffrey R. Mohns



Director Clay L. Blair



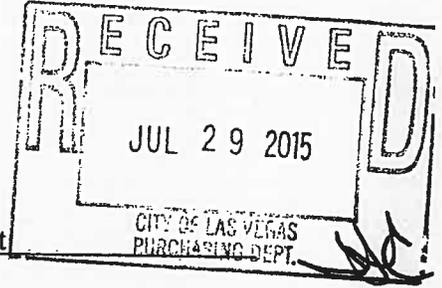
Director Michael W. Pierce



Director Bryan S. Davis

Hayes

BID FORM



PROJECT IDENTIFICATION: WWTP Sludge Thickening Equipment

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BID LOT 1					
1	Mobilization – Not to exceed 3% of total bid amount of Lot No. 1	ALLOW	1		.00
2	Demobilization - Not to exceed 1% of total bid amount of Lot No. 1	ALLOW	1		.00
3	Demolition of lime equipment, including fume hood, conveyor, lime tank and associated piping, stairs, and line to gravity thickener basin.	LS	1	\$ 2,500.00	\$ 2,500.00
4	Installation of Rotary Drum Thickener, polymer feed equipment, flow meters, thickened sludge pumps, and associated piping. Includes modifications to North Digester drain piping, connection to South Digester drain, and installation of blow back piping.	LS	1	\$414,000.00	\$414,000.00
5	Improvements to lime building, including replacement of lower 6 to 8 feet of sheetrock with water repellent paneling. Also replace corroded doors and structural steel.	LS	1	\$ 39,100.00	\$ 39,100.00
6	Enclosure for thickened sludge truck loading pump station, including concrete slab.	LS	1	\$ 15,545.00	\$ 15,545.00
7	Site work, including the new concrete slab, trench drain system, and yard piping.	LS	1	\$ 78,724.00	\$ 78,724.00
8	Electrical work.	LS	1	\$186,676.00	\$ 186,676.00
9	Mechanical work.	LS	1	\$ 65,464.00	\$ 65,464.00
10	Testing Allowance	1	ALLOW	\$10,000.00	\$10,000.00
11	Construction Contingency Allowance	1	ALLOW	\$20,000.00	\$20,000.00
12	Existing Plant Control System Programming Allowance	1	ALLOW	\$10,000.00	\$10,000.00
				Subtotal: BID LOT 1	\$ 842,009.00
				Gross Receipts Tax @ 8.3958%	\$ 70,693.39
				TOTAL BID AMOUNT: BID LOT 1	\$ 912,702.39

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BID LOT 2					
1	Remove and replace existing 8-inch plug valve at South Digester. The Owner will drain and clean the South Digester. See Keyed Note 27, Sheet No. W-102.	EA	1	\$ 4,500.00	\$ 4,500.00
2	Remove and replace existing 8" plug valve. See Keyed Note 34, Sheet No. W-102.	EA	1	\$ 4,500.00	\$ 4,500.00
Subtotal: BID LOT 2					\$ 9,000.00
Gross Receipts Tax @ 8.3958%					\$ 755.62
TOTAL BID AMOUNT: BID LOT 2					\$ 9,755.62

Subtotal: BID LOT 1 and BID LOT 2	\$ 851,009.00
Gross Receipts Tax @ 8.3958%	\$ 71,449.01
TOTAL BID AMOUNT: BID LOT 1 and BID LOT 2	\$ 922,458.01

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

- 5.02 This Contract will be awarded on the basis of the lowest responsive total bid received from a responsible Bidder. If the lowest acceptable bid exceeds available funds, the Owner retains the right to reject all bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all bids and re-bid the project to comply with State procurement requirements.
- 5.03 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;

B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;

C. Federal Forms:

1. Form XP-211 –Certifications Regarding Contract under Equal Opportunity Clause and Non-Segregated Facilities
2. Form XP-215 – MBE/WBE/SBRA Engineering Utilization Form, along with proof of solicitation (i.e., newspaper advertisement, letters of solicitation)
3. Form XP-315 – Davis Bacon Certification
4. Form 5700-49 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
5. Form 6100-2 – DBE Subcontractor Participation Form
6. Form 6100-3 – DBE Subcontractor Performance Form
7. Form 6100-4 – DBE Subcontractor Utilization Form

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Hays Plumbing & Heating, Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): _____

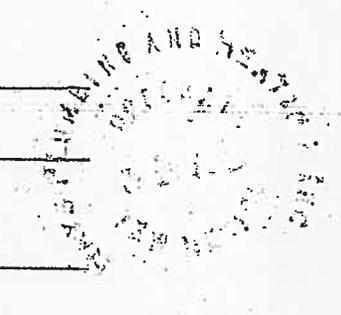
By: Gordon Hays
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President

(CORPORATE SEAL)

Attest Dennis Hays Sec.





Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, NM 87701
Phone (505) 425-7535
Fax (505) 454-0202



July 29, 2015

To Whom It May Concern,

Please accept this letter as confirmation that Gordon Hays, President, is authorized to sign bid documents and other documents required to conduct business on behalf of Hays Plumbing & Heating, Inc.

Please feel free to reach me by phone at (505) 425-7535, if you have any questions regarding the information provided.

Sincerely,

Jason Dale
Vice President
Hay's Plumbing and Heating, Inc.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address Hays Plumbing & Heating, Inc

600 Railroad Avenue, Las Vegas, NM 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hays_plumbing@hotmail.com

SUBMITTED on July 29, 2015

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

New Mexico Department of Workforce Solutions Registration Number 002369720111209

License Classifications GB98 MM98 GF98

CITY OF LAS VEGAS
STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 1:30 p.m., March 25, 2015, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition in connection with the submitted Bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, corrections, or changes of said Bid made in any other manner will not be binding, and the Bidder shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled Bid Opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled Bid Opening Time in order to be considered. After Bid Opening, no price modifications of submitted Bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact after Bids have been opened may request their Bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled Awarding Date.

INSPECTION

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the Specifications shall be removed by the Bidder at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership, they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0168958

SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 01-705574-001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, Bid Prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid Documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

NON-EXCLUSION

Specifications of the Bid Request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized only if required to match existing equipment.

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT", Bidder must be prepared to furnish complete data upon request, preferably with the Bid, to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid, a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the Date of Termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If Bidder is from outside the City of Las Vegas, the successful Bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Gordon Hays

ADDRESS: 600 Railroad Avenue, Las Vegas, NM 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: 600 Railroad Avenue, Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO: L1311969232

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): _____

ITEM(S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

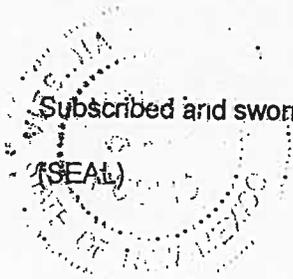
STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays
Signature

Subscribed and sworn to before me, this 29th day of July, 2015.



[Signature]
Notary Public Signature
My Commission Expires April 2, 2017

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

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

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

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

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4

Form to be provided with every construction pay application:

8. XP-214 Labor Standards Certification

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
<http://www.dol.gov/compliance/laws/comp-copeland.htm>
- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf
- Disadvantaged Business Enterprise, 40 CFR Part 33
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40>
- Equal Employment Opportunity, 41 CFR Part 60
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41>
- Labor Standards, 29 CFR Parts 4 & 6
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29>
- Nondiscrimination, 40 CFR Part 7
<http://www.epa.gov/ocr/docs/40p0007.pdf>
- OMB Circular A-133
http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf
- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
<http://www.epa.gov/region6/6en/w/sw/swcon98.pdf>
- Uniform Administrative Requirements, 40 CFR Part 31
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.29&idno=40>

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name WWTP Sludge Project Number _____
Contract For Thickening Equipment _____

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

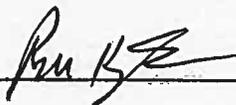
- (X) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- (X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- () I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.
- () I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- (X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Randy Hays, Project Manager

Signature of Bidder's Authorized Representative  Date July 29, 2015

Hays Plumbing & Heating, Inc. 600 Railroad Avenue Las Vegas, NM 87701
Name & Address of Bidder

XP-215

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes X No _____

If yes, when did you update your MBE/WBE/SBRA solicitation lists? 1/2015

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's? Yes _____ No X

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes _____ No X
4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes X No _____
5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes X No _____

If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes _____ No X
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes _____ No X

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes X No _____ (Copy Attached)



Request for Quotes
Hays Plumbing & Heating, Inc. ("Hays") an EEO employer is requesting quotes from certified DBE/MBE/WBE/SBRIA Subcontractors and Suppliers for the City of Las Vegas WWTP Sludge Thickening Equipment; that bids at 1:30 p.m. on Wednesday, 07/29/15. Subcontracting categories requested are: Purchase of New Wastewater Sludge Thickening Equipment; Installation of the Equipment in an existing metal building and modifications to the existing building, including electrical and mechanical. Email quotes to: hays_plumbing@hotmail.com, by 1 pm, Tuesday, 07/28/15. For info on the project, specs & contract requirements contact Randy Hays at 505-425-7535.
PUB: Las Vegas Optic,
July 29, 2015

#28405

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes ___ No ___

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$922,458.01

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$
MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$
MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$
MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: \$	Amount: \$	Amount: \$
MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Randy Hays, Project Manager

Typed Name & Title of Authorized Representative



Signature of Bidder's Authorized Representative

July 29, 2015

Date

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner City of Las Vegas ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Environment Department Clean Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Randy Hays 07/29/15
(Contractor Signature & Date)
Randy Hays

Gordon Hays 07/29/15
(Owner Signature & Date)
Gordon Hays

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Randy Hays, Project Manager

Typed Name & Title of Authorized Representative



Signature of Bidder's Authorized Representative

July 29, 2015
Date

I am unable to certify to the above statements. My explanation is attached.

FORM 6100-2
 Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name WWTP Sludge Thickening Equipment	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Hays Plumbing & Heating, Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Title/ date

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-3
 Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name N/A		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Hays Plumbing & Heating, Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____ <input type="checkbox"/> Not certified	Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown
---	--

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Title/ date
Subcontractor Signature	Title/ date

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. ² Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a

FORM 6100-4
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Subcontractor Name N/A		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Hays Plumbing & Heating, Inc.		Issuing/Funding Entity:	

I have identified potential DBE certified subcontractors	__ YES	__ NO
--	--------	-------

If yes, please complete the table below. If no, please explain:

Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Title/ date

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.206-33.207.

BID BOND

BID

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:8-3-15

DEPT: Community Development

MEETING DATE: 8-12-15

DISCUSSION ITEM/TOPIC:

Approval/ Disapproval of Resolution No. 15-27. Abatement of nuisances located at 209 9th Street.

BACKGROUND/RATIONALE:

Property noted above has several nuisances on the property. The property has not been cleaned or maintained for several years, creating a hazard to the public's health, welfare, and safety. Request to grant abatement

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 15-27**

A RESOLUTION DECLARING 209 9th STREET WHICH IS OWNED AND CONTROLLED BY RICHARD AND GENEVA RUBIO TO BE DANGEROUS, COVERED WITH RUINS, RUBBISH, WRECKAGE AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Richard and Geneva Rubio, whose address is 209 9th St., according to the records at the San Miguel County Assessor's Office and described in said records as "Subdivision 1612 Rosenwald Blk 2" (property code # 1-095-092-131-441-181.

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301 Sections 6 Nuisance Declared; Littering (A); Unsanitary Premises (B); Hazardous Premises (C); Accumulation of Solid Waste (D). Items stored on the premises and visible from the public right of way in violations of City ordinances include but are not limited to glass, nails, screws, papers, fiberglass, tin, wood pellets, boards, plastic, particle board, weeds, dead branches, and a burnt structure. Walls on the building are deteriorating, collapsing and is in danger of falling unto city streets and neighbors properties.

WHEREAS, the City has posted 2 Certified Red Tags on the Property in plain view of the side walk notifying of the violation on the property. Certified mail was also sent out twice to the property owners noted above. Certified Mail was later returned yet opened.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on June 3, 2015; a Notice of Pending Abatement on June 17, 2015. In the face of these notices, the nuisances remain and continue to pose a hazard to health, welfare, and safety of the public. Both Red Tags allowed for 10 days to correct the violations noted above.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5,

NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All trailers, wreckage, rubbish and debris as described above and any other materials in violation of the Ordinance described above shall be removed from the property and properly disposed of.

B. The City shall serve a copy of this resolution on the owner, occupant or agent, including Richard and Geneva Rubio, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

St That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:8-3-15 DEPT: Community Development MEETING DATE: 8-12-15

DISCUSSION ITEM/TOPIC:

Resolution No. 15-33. Abatement of nuisances located at 1600 New Mexico Ave.

BACKGROUND/RATIONALE:

Property noted above has several nuisances on the property. The property owner has received both red tags, and the property has not been cleaned or maintained for over a year. Request to grant abatement.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE
NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE
CITY COUNCIL MEETING.**



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 15-33**

A RESOLUTION DECLARING 1600 NEW MEXICO AVENUE WHICH IS OWNED AND CONTROLLED BY TONY ORTEGA TO BE DANGEROUS, COVERED WITH RUBBISH, WRECKAGE, WEEDS, AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Tony Ortega, whose address is P.O. Box 1060 Las Vegas NM, according to the records at the San Miguel County Assessor's Office and described in said records as " 1406 Otero y Seller Tr 5 Lt 6 Blk B" (property code # 1-094-092-295-397-172).

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301 Section 6, Nuisance Declared;Unsanitary Premises (B); Weeds, brush, and briars on the premises are visible from the public right of way in violations of City ordinances include but are not limited to branches, Chinese elms, and weeds in excess of 4 inches.

WHEREAS, the City has sent 2 Official Red Tags certified mail to the property owner, Tony Ortega (Property owner as per County Assessors). The city has also posted both Official Red Tags on the property in plain view from the sidewalk.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on June 29, 2015; a Notice of Pending Abatement on July 9, 2015. In the face of these notices, the owner has allowed the nuisances to remain and continues to maintain rubbish, wreckage, weeds, and debris on the premises. Both Red Tags allowed for 10 days to correct the violations noted above.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All rubbish, weeds, trees, dead trees, wreckage, and any other materials in violation of the Ordinance describe above shall be removed from the property and properly disposed of.

B. The City shall serve a copy of this resolution to the owner, occupant or agent, including Tony Ortega, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2015



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS , NEW MEXICO 87701-4731 • 505-454-1401 • FAX 505-425-7335

~~Alfonso E. Ortiz Jr, Mayor~~

ALFONSO E. ORTIZ, JR.
Mayor

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

David Romero, City Attorney

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:8-3-15 DEPT: Community Development MEETING DATE: 8-12-15

DISCUSSION ITEM/TOPIC:

Resolution No. 15-34. Abatement of nuisances located at 410 Union Street.

BACKGROUND/RATIONALE:

Property noted above has several nuisances on the property. The property owner started work but didn't continue. No further work has been completed to abate the nuisances. Request to grant abatement

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)


ELMER J. MARTINEZ
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 15-34**

A RESOLUTION DECLARING 410 UNION STREET WHICH IS OWNED AND CONTROLLED BY ERMINIO GARCIA TO BE DANGEROUS, COVERED WITH RUBBISH, WRECKAGE, WEEDS, AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Ermionio Garcia, whose address is P.O. Box 1896 Las Vegas NM, according to the records at the San Miguel County Assessor's Office and described in said records as " 1811 Town of Las Vegas Blk 28" (property code # 1-094-092-519-035-23).

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301 Section 6, Nuisance Declared; Unsanitary Premises (B); Outdoor Vehicle Storage (G); and Ordinance 377 Section 28 (Responsibility of property owner to maintain adjacent right of way) Weeds, brush, and briars on the premises and right-of-way (alley) are visible from the public right of way in violations of City ordinances include but are not limited to branches, Chinese elms, and weeds in excess of 4 inches. Other violations of City ordinance include but are not limited to Inoperable trucks, and parts to vehicles on the property.

WHEREAS, the City has sent 2 Official Red Tags certified mail to the property owner, Erminio Garcia (Property owner as per County Assessors). The city has also posted both Official Red Tags on the property in plain view from the sidewalk. A Letter of Extension was also sent out July 9th, 2015 giving an extra ten days to come into compliance.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on June 9, 2015; a Notice of Pending Abatement on June 29, 2015. Letter of Extension July 9, 2015, In the face of these notices, the owner has allowed the nuisances to remain and continues to maintain rubbish, wreckage, weeds, and debris on the premises. Both Red Tags allowed for 10 days to correct the violations noted above.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All rubbish, weeds, trees, dead trees, wreckage, inoperable vehicles, and any other materials in violation of the Ordinance describe above shall be removed from the property and properly disposed of.

B. The City shall serve a copy of this resolution to the owner, occupant or agent, including Erminio Garcia, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

David Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:8-3-15 DEPT: Community Development MEETING DATE: 8-12-15

DISCUSSION ITEM/TOPIC:

Resolution No. 15-35. Abatement of nuisances located at 310 Cumbres Patio.

BACKGROUND/RATIONALE:

Property noted above has several nuisances on the property. The property has not been cleaned or maintained for over a year. Request to grant abatement.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 15-35**

A RESOLUTION DECLARING 310 CUMBRES PATIO WHICH IS OWNED AND CONTROLLED BY DONELLA & BERNABE SANCHEZ TO BE DANGEROUS, COVERED WITH RUBBISH, WRECKAGE, WEEDS, AND DEBRIS AND A NUISANCE REQUIRING ABATEMENT

WHEREAS, pursuant to Section 3-18-5, NMSA, 1978, whenever any building or structure is ruined, or any premise is covered with ruins, rubbish wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the municipality the building, structure, ruins, rubbish, wreckage or debris; and

WHEREAS, the Las Vegas City Council has received evidence from the Community Development Department/Code Enforcement as to the condition of a parcel of land described herein, which are owned, occupied or controlled by Donella & Bernabe Sanchez, whose address is 310 Cumbres Patio Las Vegas NM, according to the records at the San Miguel County Assessor's Office and described in said records as " 1618 Romero Estates Tr 6" (property code # 1-095-092-379-364-117).

WHEREAS, the property is a public nuisance and the premises are a menace to the public comfort, health, peace or safety of the community and is in violation of City of Las Vegas Ordinance 301 Section 6, Nuisance Declared; Unsanitary Premises (B); Weeds, brush, and briars on the premises are visible from the public right of way in violations of City ordinances include but are not limited to branches, Chinese elms, and weeds in excess of 4 inches.

WHEREAS, the City has sent 2 Official Red Tags certified mail to the property owner, Donella & Bernabe Sanchez (Property owner as per County Assessors). The city has also posted both Official Red Tags on the property in plain view from the sidewalk. First Official Red tag was taken down.

WHEREAS, proper notices served upon certified mail and on the property included: a Red Tag Notice of Violation on June 9, 2015; a Notice of Pending Abatement on June 29, 2015. In the face of these notices, the owner has allowed the nuisances to remain and continues to maintain rubbish, wreckage, weeds, and debris on the premises. Both Red Tags allowed for 10 days to correct the violations noted above.

NOW, THEREFORE, the City Council, the governing body of the City of Las Vegas, New Mexico does hereby resolve:

A. That the above described parcel of land is a nuisance pursuant to Section 3-18-5, NMSA, 1978, is a menace to the public comfort, health, peace or safety and requires abatement as follows: All weeds, trees, dead trees and any other materials in violation of the Ordinance describe above shall be removed from the property and properly disposed

of.

B. The City shall serve a copy of this resolution to the owner, occupant or agent, including Donella & Bernabe Sanchez, in charge of the premises as shown by the records of the County Assessors. If the owner occupant or agent in charge of the building, structure or premises cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

C. Thereafter, and within ten (10) days after receipt of a copy of this resolution or of the posting and publishing of a copy of the resolution, the owner occupant or agent, in charge of the building, structure or premises shall commence removing the ruins, rubbish, wreckage and debris or file a written objection with the Municipal Clerk asking for a hearing before the governing body of the City of Las Vegas. .

D. That if a written objection is filed, the Governing Body shall follow the provisions as set forth of 3-18-5 D. NMSA 1978; fix a date for a hearing in its resolution and objection; consider all evidence for and against the removal resolution at the hearing; and determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by: giving notice of appeal to the governing body within 5 days after the determination made by the governing body; filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner occupant or agent in charge of the building, structure or premises fails to commence removing the ruins, rubbish wreckage and debris as provided under NMSA 3-18-5 F, the municipality may remove ruins, rubbish wreckage and debris at the cost and expense of the owner. The reasonable cost of removal shall constitute a lien against the building, structure, ruins, rubbish wreckage and debris so removed and against the lots or parcels of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.

F. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2015

Alfonso E. Ortiz Jr, Mayor

ATTEST:

Cassandra Fresquez, City Clerk

REVIEWED AND APPROVED BY:

David Romero, City Attorney