



# 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  
PUBLIC HOUSING AUTHORITY BOARD MEETING AGENDA  
FEBRUARY 18, 2015 – WEDNESDAY – 5:30 P.M.  
City Council Chambers  
1700 North Grand Avenue**

**(The City Council is the Housing Authority Board of Commissioner on any matters concerning the Housing Department.)**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. MOMENT OF SILENCE**

**V. APPROVAL OF AGENDA**

**VI. APPROVAL OF MINUTES**

Approval/Disapproval of minutes of the Meetings on December 17, 2014.

**VII. PUBLIC INPUT \*\*(not to exceed 3 minutes per person)**

**VIII. PRESENTATION \*\* (not to exceed 10 minutes per person)**

1. Finance Department – Finance Report Presentation
2. Samaritan House Presentation

**IX. HOUSING DIRECTOR'S MONTHLY REPORT**

**X. BUSINESS ITEMS**

1. Approval/Disapproval to Awarding Bid #2015-20, Window Replacement Project, to Northeastern Construction, the lowest qualified Bidder.

***Pamela Marrujo, Housing Director,*** The City of Las Vegas Housing Authority has plans to replace windows at units throughout the Housing Authority.

**XI. COMMISSIONER'S REPORT**

**XII. EXECUTIVE SESSION/CLOSED SESSION**

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

- i. Personnel matters, as permitted by Section 10-15-1(H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- ii. 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.**
- iii. 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.**

**XIII. ADJOURN**

**ATTENTION PERSONS WITH DISABILITIES:** 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.

**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 North Grand Avenue, Las Vegas, New Mexico 87701.

**MINUTES OF THE CITY OF LAS VEGAS HOUSING AUTHORITY MEETING HELD ON WEDNESDAY DECEMBER 17, 2014 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

**CHAIRMAN:** Alfonso E. Ortiz, Jr.

**COMMISSIONERS:** David Romero  
Joey Herrera  
Vince Howell  
Tonita Gurule-Giron  
Ember Davis

**ALSO PRESENT:** Pamela Marrujo, Housing Director  
Barbara Padilla, HM Supervisor  
Dave Romero, City Attorney  
Elmer Martinez, Acting City Manager

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Chairman Ortiz Jr. asked for a moment of silence to give thanks for the life that we have, the opportunities that we have and the blessings that we have. We are experiencing the holidays just around the corner. Let's have good thoughts about people who are in need and are going to make the best of what they can with what they have. If there is any way we can help them out with what they need. Let us extend our energies and good thoughts to people who are less fortunate.

**APPROVAL OF AGENDA**

Commissioner Vince Howell made a motion to approve the agenda as is. Commissioner Tonita Gurule-Giron seconded the motion

Chairman Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Commissioner Joey Herrera	Yes
Commissioner David Romero	Yes
Commissioner Vince Howell	Yes

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**ALSO PRESENT:** Pamela Marrujo, Housing Director  
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Elmer Martinez, Acting City Manager

**CALL TO ORDER**

**ROLL CALL**

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**APPROVAL OF AGENDA**

Commissioner Vince Howell made a motion to approve the agenda as is. Commissioner Tonita Gurule-Giron seconded the motion

Chairman Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Commissioner Joey Herrera	Yes
Commissioner David Romero	Yes
Commissioner Vince Howell	Yes

Commissioner Tonita Gurule-Giron	Yes
Commissioner Ember Davis	Yes

Barbara Padilla re-read the motion and advised the motion carried.

### **APPROVAL OF MINUTES**

Commissioner Vince Howell made a motion to approve the minutes of November 19, 2014. Commissioner Tonita Gurule-Giron seconded the motion.

Chairman Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Commissioner Vince Howell	Yes
Commissioner Ember Davis	Yes
Commissioner Tonita Gurule-Giron	Yes
Commissioner Joey Herrera	Yes
Commissioner David Romero	Yes

Barbara Padilla re-read the motion and advised the motion carried.

### **PUBLIC INPUT**

None at this time

### **PRESENTATION**

Finance Director Gallegos presented the Housing Department Revenue and Expenditures report for the month of November. She stated the HA should be at 42% of the budget through November 30<sup>th</sup>. The HA is at 41% in revenue and 41% in expenditures. We are expending a budget increase in January and are waiting for those numbers to come in. Housing Director Marrujo explained that the HA will be receiving an increase of about 8% more in subsidy per month that what was originally budgeted. Finance Director Gallegos stated she will be brining those budget adjustments to the commission in January.

Commissioner Howell asked where this is additional subsidy is coming from. Housing Director Marrujo explained that the HA has an operating subsidy that was budgeted for and HUD is giving the HA 89% of the subsidy. Housing Director Marrujo stated the HA has been receiving about 8% more per month than was budgeted for. She pointed out on the finance report operating subsidy column that the HA has collected \$266,582. The budget should be at \$247,000 so the HA is slightly above where it should be. Therefore she is requesting a budget increase so the HA can utilize that budget on the expenditure side. The HA has been receiving this increase since October, because that is when the Federal Government opens up their new budget year.

### **HOUSING DIRECTORS MONTHLY REPORT**

Housing Director Marrujo reported on the progress of the 7 unit, and 5 unit remodel projects. The Commission was provided with pictures that were taken of the units before any construction began. There were boarded up and broken windows on most, if not all of the units. The Commission was also provided the most recent pictures to compare and show the progress that has taken place in the last month. Housing Director Marrujo said she will provide updated pictures each month to show the progress that takes place. She also invited the Commission to drive by the site on Yucca, Cholla, and Sandoval Streets, so they can see the ongoing progress. Housing Director Marrujo reported last month on the 7 unit remodel project that the asbestos abatement had been done and construction has now begun. She reported that 3 units have passed all the inspections for the electrical and plumbing and those units are now ready for dry wall. The other 4 units continue to be worked on. The other 5 units continue to have asbestos abatement done and construction will begin shortly. The 7 unit remodel project has a completion date of April 7, 2015 and the 5 unit remodel project has a completion date of June 30, 2015.

Housing Director Marrujo stated that at the last meeting there was a question about the warrantee issue on the work being done. She spoke to the architect and looked at the bid packet. The architect stated that basically the contractor guarantees work for one year. That is the standard guarantee time. There may be longer guarantees on other items, such as roofs or appliances, but typically the contractor guarantees their work for one year.

Commissioner Tonita Gurule-Giron asked who is removing the asbestos. Housing Director Marrujo explained that on the two different projects, ERMS (Environmental Remediation Management Services) out of Albuquerque did one of the projects and Keers Environmental bid on the other project through Longhorn.

Chairman Ortiz Jr. thanked Housing Director Marrujo for providing the progress pictures to the Commission and told her to continue taking pride in the project. He asked Housing Director Marrujo to extend greetings to her staff from the governing staff for the Holidays.

Commissioner Vince Howell asked when these units will be ready for occupancy. Housing Director Marrujo stated that April 7, 2015 is when the 7 units will be done, and June 30, 2015 is the deadline for the 5 units. She stated she is hoping to have all 12 units back online and back on the rent roll within this fiscal year.

## **BUSINESS ITEMS**

None at this time.

## **COMMISSIONERS REPORT**

Commissioner Vince Howell wished to extend his appreciation for all the hard work Housing Director Marrujo and her staff have been doing. He stated that it shows, and he wished everyone a Merry Christmas.

## **EXECUTIVE SESSION/CLOSED SESSION**

Housing Director Marrujo stated there was not a need for Executive Session.

**ADJOURN**

Commissioner Tonita Gurule-Giron made a motion to adjourn the meeting. Commissioner Ember Davis seconded the motion.

Chairman Ortiz Jr. asked for a roll call. Roll call was taken and reflected the following.

Commissioner Ember Davis	Yes
Commissioner Vince Howell	Yes
Commissioner Tonita Gurule-Giron	Yes
Commissioner Joey Herrera	Yes
Commissioner David Romero	Yes

Barbara Padilla re-read the motion and advised the motion carried.

\_\_\_\_\_  
Chairman Alfonso E. Ortiz Jr.

ATTEST

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**HOUSING DEPARTMENT-REVENUE COMPARISON  
THRU JANUARY 31, 2015-58% OF YEAR LAPSED (7 of 12 months)  
FISCAL YEAR 2015**

	A	B	C	D	E	G
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 YTD - ACTUAL	FY 2015 YTD - ACTUAL	(E/B)  % REV
DWELLING RENT	378,000	390,000	227,500	406,726	235,524	60%
OPERATING SUBSIDY	757,254	594,600	346,850	631,260	372,761	63%
HOUSING-OTHER INCOME	59,522	8,300	4,842	8,013	10,309	124%
TRANSFERS IN (CFP FUNDS)	63,431	63,009	36,755	62,855	63,009	100%
<b>TOTAL</b>	<b>1,258,207</b>	<b>1,055,909</b>	<b>615,947</b>	<b>1,108,854</b>	<b>681,603</b>	<b>65%</b>

(Other income includes: interest, late fee charges and unit repair materials)

**HOUSING DEPARTMENT- EXPENDITURE COMPARISON  
THRU JANUARY 31, 2015-58% OF YEAR LAPSED (7 of 12 months)**

	A	B	C	D	E	F	H
	FY 2014 BUDGET	FY 2015 BUDGET	FY 2015 YTD - BUDGET	FY 2014 ACTUAL	FY 2015 YTD - ACTUAL	FY 2015 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	631,054	666,676	388,894	533,316	381,512	285,164	57%
OPERATING EXP.	540,881	389,233	227,053	418,040	244,046	145,187	63%
<b>TOTAL</b>	<b>1,171,935</b>	<b>1,055,909</b>	<b>615,947</b>	<b>951,356</b>	<b>625,558</b>	<b>430,351</b>	<b>59%</b>



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 2/6/2015**

**DEPT: HOUSING**

**MEETING DATE: 2/18/2015**

**ITEM/TOPIC:** Award Bid # 2015-20 to the lowest qualified bidder for the Window Replacement Project.

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval to Awarding Bid #2015-20, Window Replacement Project, to Northeastern Construction, the lowest qualified bidder.

**BACKGROUND/RATIONALE:** The City of Las Vegas Housing Authority has plans to replace windows at units throughout the Housing Authority.

**STAFF RECOMMENDATION:** Approval to award Bid # 2015-20 to the lowest qualified bidder. Lowry Consultants Inc., architects of this project, has reviewed the bids and has made the recommendation to award the bid to Northeastern Construction in the amount of \$233,520 plus GRT.

**COMMITTEE RECOMMENDATION:**

**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:**

  
ALPONSO E. ORTIZ, JR.  
MAYOR

  
ELMER J. MARTINEZ  
CITY MANAGER

  
PURCHASING AGENT  
(FOR BID/REF AWARD)

  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

## **Windows Replacement Project Information Sheet**

**Bid Opening:** Wednesday February 4, 2015

**Number of Bidders:** 5

**Attached:** Bid Opening Form  
Architects Recommendation  
Contract with Northeastern

PROPOSAL/BID OPENING

DATE: 4-Feb-2015

OPENING NO.: 2015-20

TIME: 2:00 PM

DEPARTMENT: HOUSING DEPT

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

ITEM(S): REPLACE WINDOWS PROJECT

RECEIVED FROM:	AMOUNT	BID + ALT. 1	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Glass Rite Base	304,900	235,100	✓	✓	✓
	alt 2	287,500			
2 Sol System Builders Base	250,867. <sup>00</sup>	#1 211,249. <sup>00</sup>	✓	✓	✓
	alt 2	241,102. <sup>00</sup>			
3 Highland Construction Base	279,500	#1 246,598. <sup>00</sup>	✓	✓	✓
	alt 2	270,740. <sup>00</sup>			
4 Northeastern Construction Base	233,520. <sup>00</sup>	#1 25,169. <sup>82</sup>	✓	✓	✓
	alt #2	13,759. <sup>55</sup>			
5 Longhorn Construction Base	215,700	alt 1 53,000	✓	✓	✓
	alt #2	16,000			
6					

COMPANY REPRESENTATIVE

COMPANY NAME

1 Jeff Lowry	Lowry Consultants, Inc.
2 Manuel Ruiz	Sol Systems
3 Sean Medours	North Eastern Const.
4 Jake Encinias	Highland Construction
5 Missy Hays	Longhorn Construction
6 Pamela Marrujo	LVHA
7 Natasha Padilla	LVHA
8	
9	
10	

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

[Signature]  
 DATE: 2-4-15

OPENED BY: FINANCE DEPARTMENT

[Signature]  
 DATE: 2-4-15

Copies taken by  
[Signature] 2/4/15

SECTION 00300  
BID PROPOSAL FORM

BIDDER INFORMATION

BIDDER: Northeastern Construction  
AUTHORIZED AGENT: Sean Medrano  
ADDRESS: 925 Mills Avenue Las Vegas NM 87701  
TELEPHONE NUMBER: (505) 454-8143  
FAX NUMBER: (505) 454-1272  
CELL NUMBER: (505) 426-7585  
EMAIL ADDRESS: necontractors@yahoo.com  
NEW MEXICO CONTRACTOR'S LICENSE NO.: 361002  
BID ITEM (S): See Bid Proposal Form

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

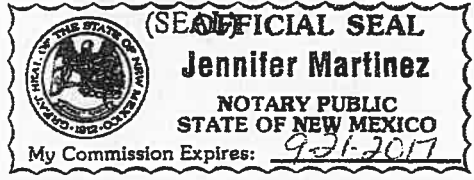
STATE OF New Mexico

COUNTY OF San Miguel

I Sean Medrano, 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.

[Signature]  
Signature

Subscribed and sworn to before me, this 7 day of February, 2015



[Signature]  
Notary Public Signature  
My Commission Expires: 9-21-2017

SECTION 00300  
BID PROPOSAL FORM

Date of Bid: 2/4/2015

BY (CONTRACTOR): Northeastern Construction

**Replace Windows Project**

**Las Vegas Housing Authority  
Las Vegas, New Mexico**

To the Board of the Las Vegas Housing Authority (also called "OWNER"):

1. In compliance with the Invitation for Bids for the above referenced project, the undersigned, having examined the Bid Documents, Contract Documents and Drawings, and having examined the site of the project and being familiar with the conditions surrounding the proposed construction, hereby propose to furnish all labor, materials, and supplies required to perform the work in conformance therewith and in the time stated therein, at the price or prices stated in this proposal.
2. **BASE BID:** Bidder agrees to perform the Work described as Base Bid in the Contract Documents for the lump sum price of:  
Two hundred thirty three thousand five hundred and twenty (Dollars) (\$) 233,520.00  
(Amounts to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
3. **DEDUCTIVE ALTERNATE NO.1:** Bidder agrees to perform the Work described as Deductive Alternate No.1 in the Contract Documents for the lump sum price of:  
Twenty five thousand one hundred sixty and thirty two parts (Dollars) (\$) 25,160.32
4. **DEDUCTIVE ALTERNATE NO.2:** Bidder agrees to perform the Work described as Deductive Alternate No.2 in the Contract Documents for the lump sum price of:  
Thirteen thousand seven hundred and fifty nine and fifty five cents (Dollars) (\$) 13,759.55
5. The undersigned hereby acknowledges that the Bid Lots as described may be contracted either separately or a combined single contract including all Bid Lots at the discretion of the Owner.
6. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the bid opening. If the Contract is to be awarded, Owner will give the successful Bidder a NOTICE OF AWARD within sixty (60) days after the bid opening.
7. ~~Owner reserves the right to reject any or all bids and to waive any informality in the bidding.~~

# LOWRY CONSULTANTS, INC.

PO Box 31  
Sandia Park, NM 87047

Phone (505) 259-5915  
Fax (505) 435-9920

February 5, 2015

Pamela Marrujo, Executive Director  
Las Vegas Housing Authority  
2400 Sagebrush Drive  
Las Vegas, NM 87701

Subject: Replace Window Project  
Determination of Responsible Bidder

Dear Ms. Marrujo:

The purpose of this letter is to recommend the lowest responsive bidder, Northeastern Construction as the contractor to perform the subject project. This recommendation is based on the following:

1. Northeastern Construction provided the lowest responsive base bid, and the bid is below the Engineer's Opinion of Probable Cost.
2. New Mexico Construction Industries Division was contacted. Northeastern Construction has an active contractor's license, please see enclosure.

Contact: <http://public.psiexams.com/search.jsp>

3. The Federal Government, System of Award Management, was contacted to confirm if Northeastern Construction was debarred from performing federal work. Northeastern Construction is **not** on the List of Parties Excluded from Federal Procurement or Non-procurement Programs, please see enclosure.

Contact: <https://www.sam.gov/index.html/#1>

Based on the information gathered concerning Northeastern Construction, we consider the contractor to be responsible. Therefore, we recommend the lowest responsible and responsive bidder, Northeastern Construction, as the contractor for this project.

If you have questions, please call me. Thank you.

Sincerely,



Jeff M. Lowry, PE  
Enclosure

Copy: File



## New Mexico E-Services for Contractor Licensing



## Home Page

## Company Details

Company Name	NORTHEASTERN CONSTRUCTION	License Number	361022
Phone Number	5054267585	License Status	Active
Issue Date	04/08/2009	Expiry Date	04/30/2015
Volume	\$1000000.00 +		
<b>Address</b>			
2325 CHURCH ST			
City	LAS VEGAS		
State	NM	Zip Code	87701

## QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>AUDEY JESUS ALCON</u>	366919	MM98	03/12/2012	Attached
<u>SEAN LANCE MEDRANO</u>	361020	GB98	04/08/2009	Attached
<u>ROLANDO JR MEDRANO</u>	372338	MS03	11/17/2011	Attached





 **AIA**<sup>®</sup> Document A101<sup>™</sup> – 2007

***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the 18th day of February  
in the year Two Thousand Fifteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Las Vegas Housing Authority  
2400 Sagebrush Street  
Las Vegas, NM 87701

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:  
(Name, legal status, address and other information)

Northeastern Construction  
925 Mills Avenue  
Las Vegas, NM 87701

for the following Project:  
(Name, location and detailed description)

Las Vegas Housing Authority  
Capital Fund Program  
Replace Windows Project

The Architect:  
(Name, legal status, address and other information)

Lowry Consultants, Inc.  
PO Box 31  
Sandia Park, NM 87047

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of commencement shall be the date stipulated in the "Notice to Proceed".

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than 120 Calendar ( 120 ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of the Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**LIQUIDATED DAMAGES:** The Owner may suffer financial loss if the project is not substantially complete on the established date. The Contractor shall be liable for and shall pay to the Owner, not as penalty, the sum herein stipulated as fixed agreed upon liquidated damages in the amount of \$200.00 per calendar day.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be  
 Two hundred thirty three thousand five hundred twenty and 00 Dollars  
 (\$ 233,520.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
N/A	

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Calendar ( 20 ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*  
According to HUD General Conditions, Form HUD-5370.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Pamela Marujo, Executive Director  
Las Vegas Housing Authority  
2400 Sagebrush Street  
Las Vegas, NM 87701  
(505) 425-9463

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Sean Medrano, Owner  
Northeastern Construction  
925 Mills Avenue  
Las Vegas, NM 87701  
(505) 426-7585

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Form HUD-5370	General Conditions	10/2006	19

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See Exhibit: Project Manual for Replace Windows Project, dated December 30, 2014

Section	Title	Date	Pages
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**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See Exhibit: Project Manual for Replace Windows Project, dated December 30, 2014

Number	Title	Date
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**§ 9.1.6 The Addenda, if any:**

Number	Date	Pages
Addendum 1	1/30/2015	19

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:**

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

NOTE: ALL REFERENCES TO AIA DOCUMENT A201-2007, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, SHALL BE REPLACED BY HUD GENERAL CONDITIONS FORM HUD-5370.



**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
See Project Manual for Insurance and Bond Requirements.	100% of the contract amount.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.  
*(Printed name and title)*

\_\_\_\_\_  
Sean Medrano, Owner  
*(Printed name and title)*

Init.