

CITY OF LAS VEGAS

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

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS SPECIAL CITY COUNCIL AGENDA May 30, 2017—Tuesday— 1:00 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. PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)
- VII. BUSINESS ITEMS
 - 1. Approval/Disapproval to Award Bid #2017-26, City of Las Vegas E. Romero Fire Station Renovation Phase III.

Billy Montoya, Fire Chief On May 24, 2017 bids were opened for the E. Romero Fire Station Renovation Phase III. Based on bid tabulations, Council is asked to award project to the lowest bidder.

VIII. 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.

IX. 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 if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 877013

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 5/24/2017 DEPT: FIRE DEPARTMENT MEETING DATE: 5/30/2017

ITEM/TOPIC: Approve Bid# 2017-26, City of Las Vegas E. Romero Fire Station Renovation Phase III.

ACTION REQUESTED OF COUNCIL: Approval/ Disapproval to award Bid # 2017-26 to: New Image Construction.

BACKGROUND/RATIONALE: On May 24, 2017, Bids were opened for, E. Romero Fire Station Renovation Phase III. Based on bid tabulations, Council is asked to award the project to the lowest bidder.

STAFF RECOMMENDATION: Approval to award Bid #2017-26 to New Image Construction.

COMMITTEE RECOMMENDATION: N/A

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:

TONITA GURULE-GIRON MAYOR

RICHARD R. TRUJILLO CITY MANAGER

PURCHASING AGENT (FOR BID/RFP AWARD)

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

CORINNA LASZLO-HENRY
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CALL FOR BIDS

The City of Las Vegas, New Mexico will open sealed bids at 2:00 pm on May 24 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices: on the following:

E. Romero Fire Station Renovation Phase III

The bidding forms and technical specifications may be examined at the following location: City of Las Vegas, 1700 N. Grand Ave., Las Vegas, NM 87701. Copies of the bidding forms and technical specifications may be obtained at the office of: Soleil West, 2625 Pennsylvania St. NE. Suite 600, Albuquerque, New Mexico 87112,

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, NM 87701; with the envelope marked: E. Romero Fire Station Renovation Phase III Opening No. 2017 - 26 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 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 Richard R. Truillo, City Manager Corinna Laszlo-Casandra Fresquez, C Ann Marie Gallego ance Director Vigil, Purchasing Agent Date Issued: 412812017

Opening No. 2017-26

Date Issued: Published:

Las Vegas Daily Optic: May 3, 2017

Albuquerque Journal : Mou

City of Las Vegas Website www.lasvegasnm may 3rd 2017

BIDDER INFORMATION

OFFEROR:		
AUTHORIZED AGENT:		· · · · · · · · · · · · · · · · · · ·
ADDRESS:		
TELEPHONE NUMBER: ()		
FAX NUMBER: ()		
DELIVERY:		
STATE PURCHASING RESIDENT CERT	TIFICATION NO.:	
NEW MEXICO CONTRACTORS LICENS	SE NO.:	
SERVICE (S): E. Romero Fire Station R	Renovation Phase III	
THE CITY OF LAS VEGAS RESERVE AND TO WAIVE ANY TECHNICAL IRR		
AFFIDAVIT FOR	FILING WITH COMPETITIV	E BID
STATE OF		
COUNTY OF	} ss }	
loath, say that I am the agent authorized	, of lawful age	, being of first duly sworn in
oath, say that I am the agent authorized further states that the offeror has not be freedom of competition by agreement to with any city official or employee as to the any other terms of said prospective cont official concerning an exchange of mone the letting of a contract.	en a party to any collusion a fixed price or to refrain f le quantity, quality or price ract; or in any discussion b	among offerors in restraint of rom submitting a proposal; or in the prospective contract, or between offerors with any City
	Signature	
Subscribed and swom to before me, this	day of	, 20
(SEAL)		
	Notary Public Signature My Commission Expires:	

CITY OF LAS VEGAS

BID FORM

E. Romero Fire Station Renovation Phase 111

BID ITEM (S): Do not include gross receipts tax in the bid	amounts. Copies of bidding forms
may be obtained through: Soleil West 2625 Pennsylvania	NE Suite 600 Albuquerque NM 87110
A. Base Bid Amount	
B. Add Alternate No. 1 Windows	•

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible bidder whose Bid met the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any and 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

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 the 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 13-1-199 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), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (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, this bid will not be considered.

CLARIFICATION OF BID

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 of said <u>Bid Specifications</u>, <u>Opening Date or Time Change</u> 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 at 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, 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 (CRS) Tax Identification Number:	
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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 of 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 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 name and numbers are for reference only and equivalents will be considered. If bidding "Equivalent: Bidder must be prepared to furnish complete date 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 specific 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 Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

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 -
	EGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ublic official by me, a family member or representative.
Signature	Date
Title (Position)	

SOLEIL WEST

ABBREVIATIONS

ARCHITECTS: 2625 PENNSYLVANIA ST. NE, SUITE 600

ALBUQUERQUE, NEW MEXICO 87110

tel. (505) 293-1477

www.soleilwest.com

E ROMERO FIRE STATION

RENOVATION - PHASE THREE

LAS VEGAS, NEW MEXICO

OWNER: CITY OF LAS VEGAS

1700 N. GRAND AVENUE

LAS VEGAS, NEW MEXICO 87701

SHEET INDEX

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SOLEIL WEST



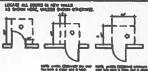
PROJECT SCOPE

E ROMERO FIRE STATEUN RENOVATION CITY OF LAS VEGAS 1700 N GRAND AVE. LAS VEGAS, NO. 87701

SYMBOLS LEGEND

GENERAL NOTES

TYPICAL DOOR LOCATION



POLICIANO
PULINITIA COLLEGATI
PULINITIA
PULINI

PROJECT DATA

CONSTRUCTION PRODUCTS: 22 modes - 1840 modes

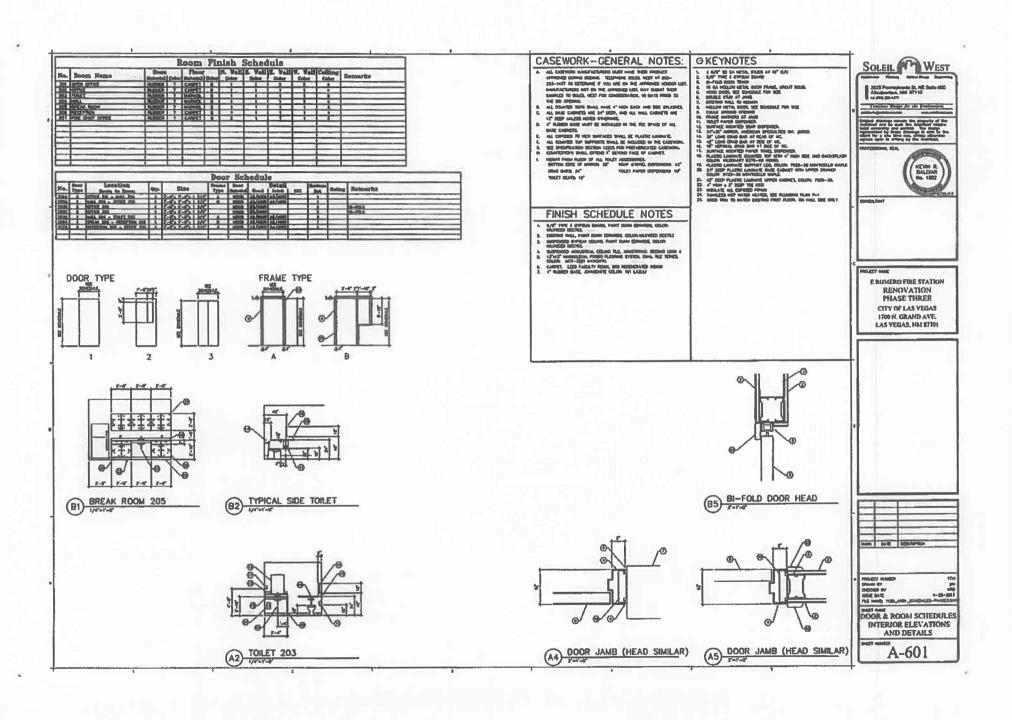
PLUMBING FIXTURE REQUIREMENTS

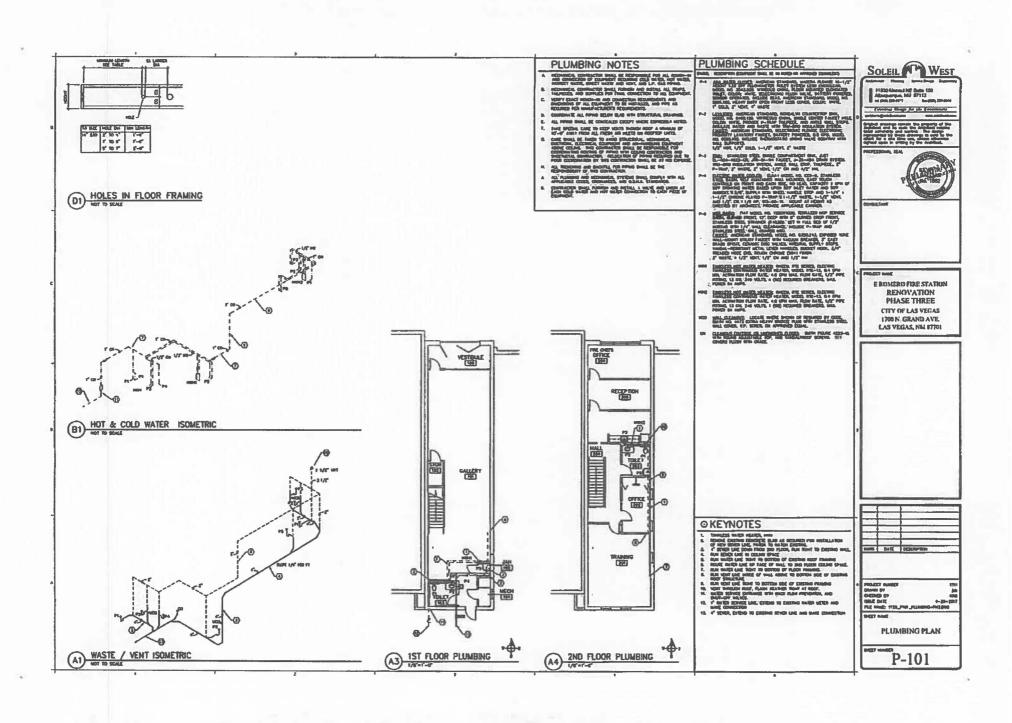
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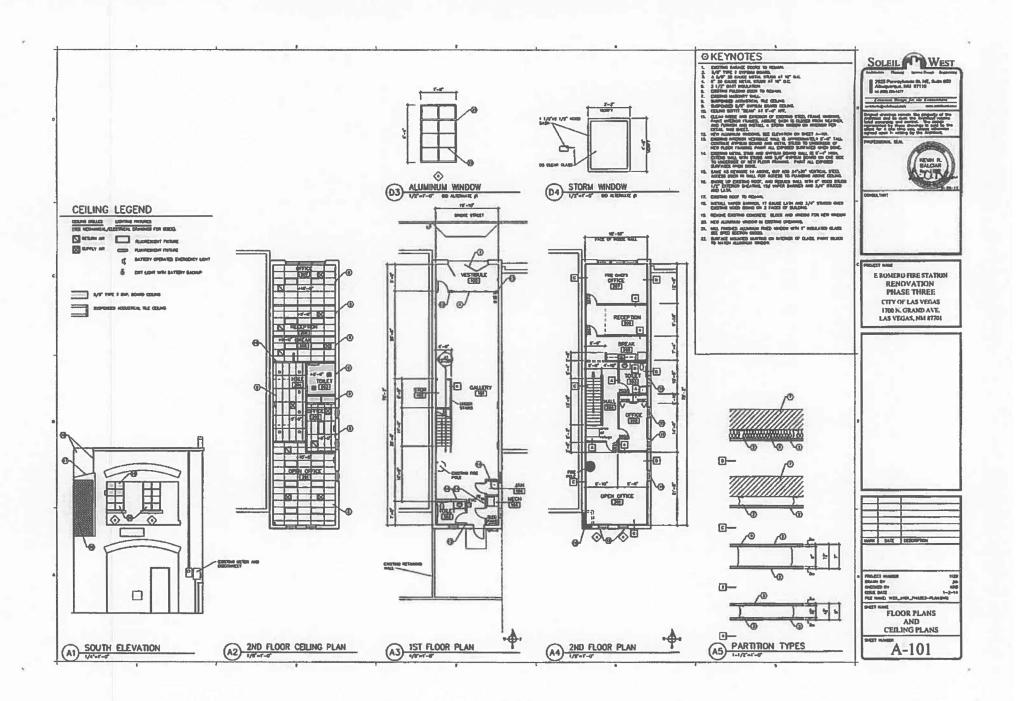
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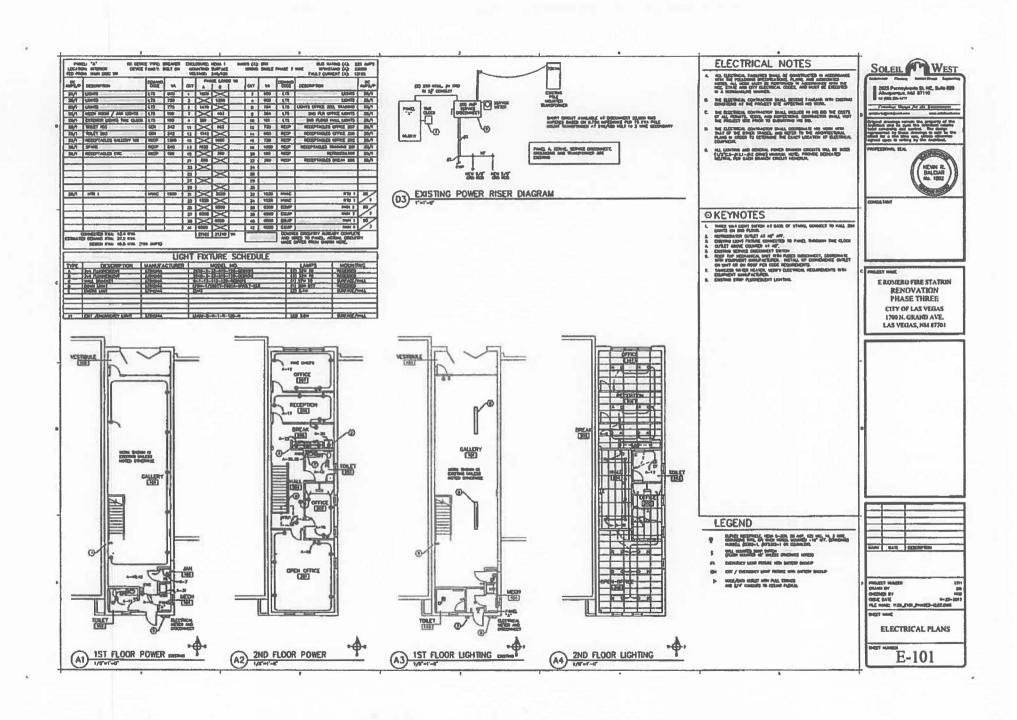
LAS VEGAS NM

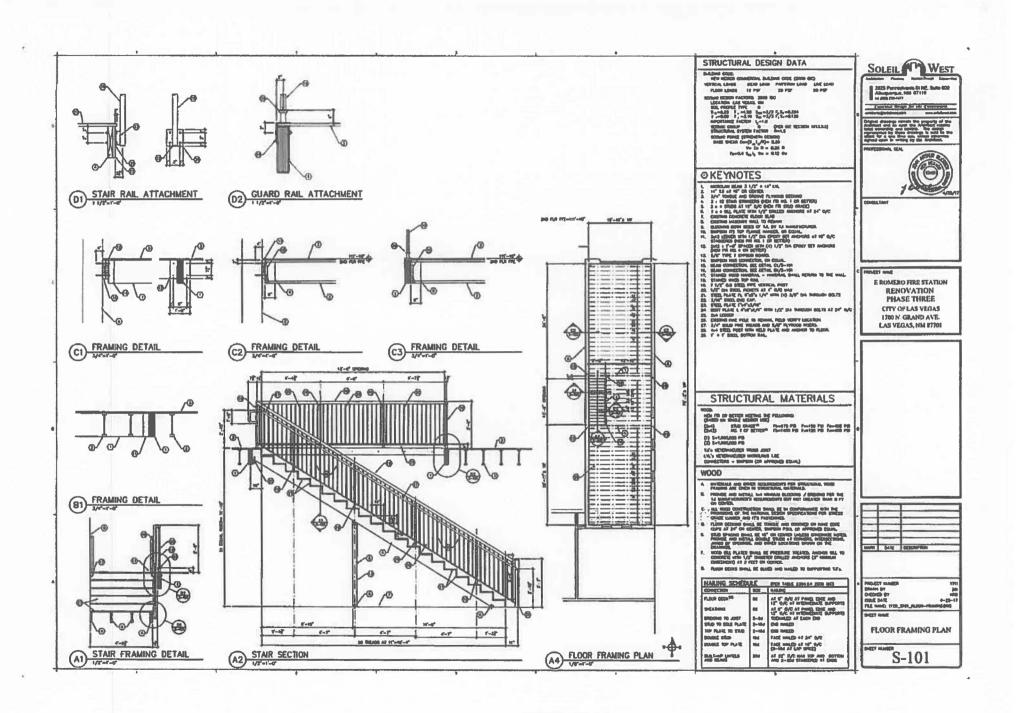
PART

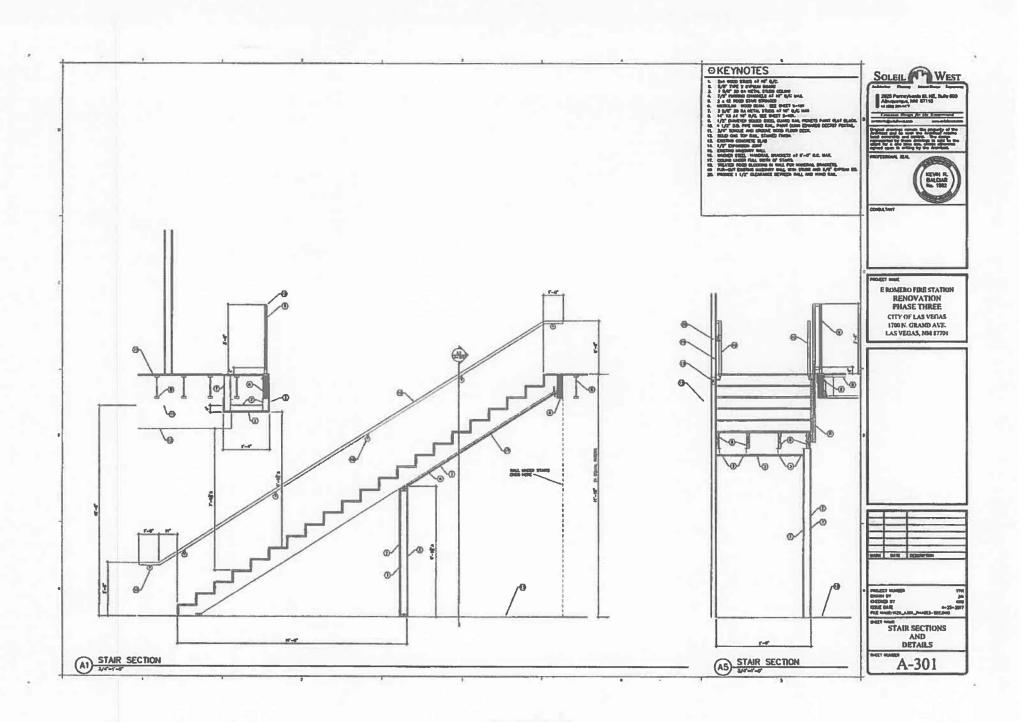












CITY OF LAS VEGAS PROPOSAL/BID OPENING

DATE: <u>24-May-2017</u>				OPENING NO.:	2017-26
TIME: 2:00 PM City of Las Vegas Chambers 1700 N. Grand Ave. Las Vegas, NM 87701			DEPARTMENT:	FIRE DEPARTMENT	
ITEM(S): E ROMERO FIRE STATION RENOVATION PHASE III					9.
RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
Vortheastern Construction.	179,000.00	V	/	V	V
Alterna					
lew Image Construction	168,8180	V	V	/	V
Adterna					
				 	
i					
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COMPANY REPRESENTATIVE			COMPANY N	AME	
ican Medan			NEC		
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			CIV Du	-1	
gen x			aux 1	chasing	
Cup Oppodace			LV Soul	in Tree	
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(use other side of form when full) TAKEN BY CITY CLERK:				NCE DEPARTMENT	1
DATE: 0/24/17			DATE	-1	
KEN BY DEPT: Wall Wail				*	
5 lassland				16	

OFFEROR: New Image Const AUTHORIZED AGENT: Johnny Manzan TELEPHONE NUMBER: 575) 421-2822 01 (505) 699-0166 FAX NUMBER: (575) 421-1222 DELIVERY: STATE PURCHASING RESIDENT CERTIFICATION NO.: LO 94824 1200 NEW MEXICO CONTRACTORS LICENSE NO.: 36602 SERVICE (S): E. Romero Fire Station Renovation Phase III THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM. AFFIDAVIT FOR FILING WITH COMPETITIVE BID STATE OF NEW MEXICO COUNTY OF San Miguel 355 1 Johnny Wanzanares , of lawful age, being of first duly sworn in oath, say that Lain the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors 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 24 day of may, 2017.

Notary Public Signature

My Commission Expires: Morehal 2020

(SEAL)

OFFICIAL SEAL

CITY OF LAS VEGAS

BID FORM

E. Romero Fire Station Renovation Phase 111

BID ITEM (S): Do not include gross receipts tax in the bid amounts. Copies of bidding forms may be obtained through: Soleil West 2625 Pennsylvania NE Suite 600 Albuquerque NM 87110

 A. Base Bid Amount
 \$ /68,8/8°°

 B. Add Alternate No. 1 Windows
 \$ /2800

STANDARD BID CLAUSES

AWARDED BID

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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 scaled

New Image Construction INC General Contractor: Date: The following subcontractors, sub-subcontractors, will work on and/or furnish material on the construction of the above named project if my proposal is accepted. "General Contractor" is inserted over all headings for which no subcontract will be let. "None" is inserted under items which are not applicable. This is a requirement of the New Mexico Procurement Act along with the Subcontractors Fair Practices Act. Failure to list all subcontractors by name and location of place of business will automatically label the Bid Proposal non-responsive and the disqualification of Bid. 1. Do not list material suppliers 2. With failure to list a subcontractor, the general contractor represents that he is fully qualified to perform that portion of the work. 3. By entering "no bids received" on this document, the general contractor represents that he is fully qualified to perform that portion of the work. 4. List only one subcontractor per subcontract. List subcontractors for base bid only. 5. The listing threshold for this project is \$5,000. Installer Name Subcontract Address Item ROUGH CARPENTRY name bids received address **FINISH CARPENTRY** name address beds Received INSULATION name address HOLLOW METAL DOORS & FRAMES bids Received name address hids Received WOOD DOORS

DOOR HARDWARE

name address

name address

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we New Image Construction Inc.

(Here insert full name and address or legal title of Controctor)

HCR 72 Box 5 Ribera, New Mexico 87560

as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company (Here insert full name and address or legal title of Surce)

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004 as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas
(Here insen full name and address or legal table of Owner)

1700 N. Grand Avenue

as Obligee, hereinafter called the Obligee, in the sum of

Las Vegas, New Mexico 87701

Five Per-Cent (5%) of Amount Bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

E. Romero Fire Station Renovation Phase 3

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

at this later man cura-		
Signed and sealed this 24th	day of May	29 17
aujour	New Image Construction Inc.	(Seal)
(Witness)	(Jul 6 (Title)	
	Philadelphia Indemnity Insurance Comp	Socie
(Witness)	1 my Comme	

Tracy L. Duran, Attorney-In-Fact

ALA DOCUMENT ASTO . BID BOND . ALA & . FEBRUARY 1970 ED . THE AMERICAN

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004 Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Brian M. Menicucci, Mark A. Menicucci, Kevin A. Menicucci, and Tracy L. Duran of Menicucci Insurance Agency LLC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7^{TH} DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly swom said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY: that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMSCHWEALTH OF PENNSYLVANIA

NOTARIAL SEAL:
DANIELLE PORATH, Notary Public
Lower Merion Two, Montgomery County
My Commission Expires March 22, 2019

Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. Ido further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24 tolay of MAY 2017

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

1927

ELECTRICAL CONTRACTOR

name Electric Horseman

address 1330 6th St. Las Vegas NW 87701 (505) 454-4700

END OF SECTION

- "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 the person qualifies for a sole source or small purchase contract.
- "Representative of a prospective contractor" means an officer or director of a corporation, a member of manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Title (position)		
Signature	Date	
(The above fields are unlimited in size)		
Purpose of Contributions:		
Nature of Contributions:		
Amount(s) of Contributions:		
Date Contribution(s) Made:		
Name of Applicable Public Official:		
Relation to Prospective Contractor:		
Contribution Made By:		
DISCLOSURE OF CONTRIBUTIONS:		

-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.

Ocener / President

Certificate of Contractor Registration

WORKFORCE)

This is to certify that

New Image Construction Inc.

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

Registration Date: 2/25/2016

Registration Number: 03025920140321

This certificate <u>does not</u> show the current status of the company. To see the current status for this company please go to the Public Works and Apprenticeship Application (PWAA) at https://www.dws.state.nm.us/pwaa "

New Mexico Department of Workforce Solutions, Labor Relations Division, Public Works, 121 Tijeras Ave NE. Suite 3000, Albuquerque, NM 87102, (505) 841-4400

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: NEW IMAGE CONSTRUCTION, INC

DBA: NEW IMAGE CONSTRUCTION, INC

HC 72 BOX 5

RIBERA, NM 87560-9601

Expires:

11-Sep-2018

Certificate Number:

L0968241200

Demesia Padilla, CPA, Cabinet Secretary

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION



This card to the property of the CID and shall be surrendered toom demand

STATE OF NEW MEXICO Taxation and Revenue Department



Demesia Padilla, CPA
Secretary

NEW IMAGE CONSTRUCTION, INC HC 72 BOX 5 RIBERA, NM 87560-9601

September 11, 2015 CRS: 03-186160-00-1 Letter ID: L0651145264

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Apr-2010	03-186160-00-1	11-Mar-2010
Business Location 6 COUNTY RD B5	8	Business End Date
City and State RIBERA, NM	/6/鳥場為	Zip Code 87,510
Taxpayer Name NEW IMAGE CON	STRUCTION THE	Gorporation
Firm Name NEW IMAGE CON	STRUCTION, INC	Monthly
Mailing Address HC 72 BOX 5		57
City and State RIBERA, NM	7.1817	Zip Code 87560-9601
orm Revised 02/2003	TUIC CE	DITIES ATE IC NOT T

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978,

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Idenfication Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT REGISTRATION CERTIFICATE

Date ID Issued	IDENTI. CATION NUMBER	Business Start Date
01-Apr-2010	03-186160-00-1	11-Mar-2010
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City and State RIBERA, NM	/约/岛上海	Zip Code 87,510
axpayer Name NEW IMAGE CON	STRUCTION, INC	Taxnayer Type Comporation
Irm Name 4EW IMAGE CON	STRUCTION, INC	Monthly
lailing Address IC 72 BOX 5		The state of the s
Ity and State		Zip Code 87560-9601

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m Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

140204000

THIS CERVIPIL

mel 04

BIDDER INFORMATION
OFFEROR: NORtheastern Construction
AUTHORIZED AGENT: Sean Medrano
ADDRESS: 925 Mills Avenue Las Vegas NM 87701
TELEPHONE NUMBER: (505) 454-8143
FAX NUMBER: 605 454-1272
DELIVERY:
STATE PURCHASING RESIDENT CERTIFICATION NO.: 95C 23
NEW MEXICO CONTRACTORS LICENSE NO.: 361022
SERVICE (S): E. Romero Fire Station Renovation Phase III
THE CITY OF LAS VEGAS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.
STATE OF New Mexico ss Sean Medical se se se se se se se s
Jennifer Hooper Notary Public Signature My Commission Expires: 9/21/17 My Commission Expires: 9/21/17

CITY OF LAS VEGAS

BID FORM

E. Romero Fire Station Renovation Phase 111

BID ITEM (S): Do not include gross receipts tax in the bid amounts. Copies of bidding forms may be obtained through: Soleil West 2625 Pennsylvania NE Suite 600 Albuquerque NM 87110

A. Base Bid Amount One Nurdrad seventy ninethousards 179,000.00

B. Add Alternate No. 1 Windows Five thousand \$ 5,000.00

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible bidder whose Bid met the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any and 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 You 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 2017. 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 the 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 13-1-199 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), states that it is a third degree felony to commit offense of demanding or receiving a bribe by a public official or public employee. (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, this bid will not be considered.

CLARIFICATION OF BID

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 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 initiated 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 at 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, then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:	45-3987544
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 (CRS) Tax Identification Number: 03-072795-002

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 of 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 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 name and numbers are for reference only and equivalents will be considered. If bidding "Equivalent: Bidder must be prepared to furnish complete date upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bld, a binding contract is created, (unless a specific 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 Tax in the City of Las Vegas. Successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City limits.

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 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 the 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 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 the person qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member of 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:	1
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contributions:	
Nature of Contributions:	
Purpose of Contributions:	
(The above fields are unlimited in size)	
Signature	Date
Title (position)	
	-OR-
	-OR-
	EGATE TOTAL OVER TWO HUNDRED FIFTY applicable public official by me, a family member or
AMal	5/24/17
Signature	Date '
Auran	
Title (position)	[+]
TITLE (POSITION)	

DOCUMENT 00400: LIST OF SUBCONTRACTORS

Project Name:	E. Romero Fire Station
General Contractor: Date:	Northeasteien Construction May 24, 2017
construction of the abover all headings for applicable. This is a Fair Practices Act. Fair	ntractors, sub-subcontractors, will work on and/or furnish material on the love named project if my proposal is accepted. "General Contractor" is inserted which no subcontract will be let. "None" is inserted under items which are not requirement of the New Mexico Procurement Act along with the Subcontractors ailure to list all subcontractors by name and location of place of business will be Bid Proposal non-responsive and the disqualification of Bid.
perform that porti3. By entering "no be fully qualified to p4. List only one subo	t a subcontractor, the general contractor represents that he is fully qualified to
Subcontract Item	Installer Name Address
ROUGH CARPENTI name address	ey GC
FINISH CARPENTR name address	Y GC
INSULATION name address	GS#
HOLLOW METAL I name address	COORS & FRAMES
WOOD DOORS name address	G SH
DOOR HARDWARE	CRA

address

METAL WINDOWS name address	GC
GLAZING name address	GC
LATH & PLASTER name address	GC
GYPSUM BOARD name address	GC
ACOUSTICAL CEILI name address	ros Eagle Rock
RESILIENT TILE FLO	GC
CARPET name address	GC
PAINTING name address	GC
TOILET ACCESSORI name address	es QC
FIRE EXTINGUISHED name address	
CASEWORK name address	GC GC
PLUMBING name address	3D's

MECHANICAL CONTRACTOR

name

address

30's

ELECTRICAL CONTRACTOR

name address

Electric Horseman

END OF SECTION

CALL FOR BIDS

The City of Las Vegas, New Mexico will open sealed bids at 2:00 pm on Moy 24 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; on the following:

E. Romero Fire Station Renovation Phase III

The bidding forms and technical specifications may be examined at the following location: City of Las Vegas, 1700 N. Grand Ave., Las Vegas, NM 87701. Copies of the bidding forms and technical specifications may be obtained at the office of: <u>Soleil West, 2625 Pennsylvania St. NE, Suite 600, Albuquerque</u>, New Mexico 87112.

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, NM 87701; with the envelope marked: E. Romero Fire Station Renovation Phase III Opening No. 2017-26; 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 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.

Richard R. Trujillo, City Manager

County Trujillo, City Manager

Canona Laszlo-Henry City Attorney

Casandra Fresquez, City Clerk

Ann Marie Gallegos, Finance Director

Date Issued: 42812017

Opening No. 2017-26

THE STATE OF

Date Issued: Published: L

Las Vegas Daily Optic : May 3, 2017

Albuquerque Journal : Mey 3.2017

City of Las Vegas Website www.lasvegasnm may 3rd 2017

Rooms listed on Advertisement for Bids.

- C. No Addenda will be issued later than four days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid in the space provided on the Bid Form.

ARTICLE 3

3.01 BID BOND:

A. Bid bond shall be made payable to the Owner as his (their) name appears on the bid form, in the amount of 5% of the total of all bid items. Bid Bond shall be either certified check or Bid Bond (AIA Document A310) issued by surety licensed to conduct business in the State of New Mexico. The Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. The successful bidder's security shall be retained until he has signed the contract and furnished the required contract security. The bid bonds of unsuccessful bidders will be returned as soon as practicable. If any bidder refuses to enter into contract within ten (10) days after award, the Owner shall be entitled to enforce the bid bond and recover thereon.

3.02 SUPPLEMENTAL-BID INFORMATION

A. The work shall be completed within 30 calendar days from notice to proceed. Liquidated damages will be imposed in the amount of \$350 per calendar day if the work is not complete within the 30 calendar days.

ARTICLE 4

4.01 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. A 100% Performance Bond and Labor and Material Payment Bond is required.
- B. The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the Work is commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- C. Unless otherwise specified in the Bidding Documents, the bonds shall be written in the form shown on the sample documents furnished in these specifications.
- D. The Bidder shall require the Attorney-In Fact who executes the required bonds on behalf of the surety to affix a current copy of his Power of Attorney.

END OF DOCUMENT

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretation, corrections and changes.

2.03 SUBSTITUTIONS:

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Substitutions of materials, products, or equipment for those items specified (including changes of manufacturer, trade name, model, catalog number, patented article, etc.) will be considered only when written request has been submitted to architect in accordance with the following procedures.
- B. Prior Approval (procedure for substitution of materials, products and equipment before submittal of bid proposal); substitutions may be requested by bidder, subcontractor, manufacturer, or other qualified party who wishes to propose use of particular material product, or equipment in lieu of that specified. Substitutions are subject to warranty as required by General Condition 4.5 (AIA Document A201).
- Requests for Prior Approval addressed to Architect and referenced to this project will be considered if received before time listed in Section 01630: Product Options and Substitutions.
- Burden of proof of merit of requested substitution is upon submitter and subject to provisions
 of General Condition 4.5. It is the sole responsibility of submitter to establish content of
 submittal data, samples, etc.
- 3. Inadequate warranty, vagueness of submittal, failure to meet project requirements or insufficient data may be cause for disapproval or rejection of request. Architect's decision for rejection of requested substitution is final, and is based upon his opinion and does not require documentation or further justification.
- 4. Approved requests will be set forth in Addendum issued in accordance with these Instructions to Bidders.
- C. Substitutions During Construction: procedure for substitution of materials, products and equipment after execution of contract by change order only as outlined in General Conditions 4, and General Conditions 12 and Section 01630: Product Options and Substitutions.

2.04 ADDENDA:

- A. Addenda will be mailed or delivered to only Bidders who are known by the Architect to have received complete sets of Bidding Documents.
- B. Copies of Addenda will be made available for inspection at Architect's office and at Plan

E. Design drawings attached/enclosed are in compliance with all codes, rules, regulations and laws adopted by the State of New Mexico applicable to the structure, including architectural, mechanical and electrical plans with specifications.

Design Professional S/17/17

Design Professional Manager

Date

Date

Signatories certify that, to the best of their knowledge, the information contained in this RASC submittal here in is complete and accurate.

Date

Submit to:

PUBLIC SCHOOL FACILITIES AUTHORITY ALBUQUERQUE FIELD OFFICE 1312 BASEHART DRIVE SE, SUITE 200 ALBUQUERQUE, NM 87106

Any incomplete forms or forms received without all required signatures or required drawings and specifications, will be considered incomplete and will be returned to the district to be completed for resubmission. The PSFA is committed to a fourteen (14) non-holiday calendar day turn-around-time on Program Statement. Schematic Design Development Reviews and a twenty-one (21) non-holiday calendar day turn-around on Final Review which includes the CID Permit Review. These turn-around-times do not begin until all'submittal materials and necessary signatures are received by the PSFA Planning and Design Department. Reviews will include Public School Facilities Authority (PSFA) Adequacy and Code Review. State Fire Marshal's Office (SFMO) Initial Design Review. NA Environmental Department Review, and Public Education Department (PED) Funding Review.

Useful Websites for Reference:

(Required for PSCOC and DCP funded projects only)

Public School Facilities Authority (PSFA) website: http://www.umpski.org.

Air Pollution Control Bureau (for information regarding asbestos): http://www.umeus.state.uncus/auth/ushestos/asbestos.html

Construction Industries Division (CID) website: http://www.umeus.state.uncus/auth/ushestos/asbestos.html

Construction Industries Division (CID) website: http://www.umus.division.uncus/auth/uswy.umus.division.uncus/asbestos.html

Governor's Continussion on Disability (GCD) website: http://www.umus.division.uncus/asbestos.html

Benvironmental Health Department website: http://www.umus.state.uncus/asbestos.html

State Fire Marshal's Office (SFMO) website: http://www.umus.state.uncus/finenus.shals.ssfnso.ntml

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we NORTHEASTERN CONSTRUCTION

925 Mills Ave., Las Vegas, New Mexico 87701 as Principal, hereinafter called the Principal, and WESTCHESTER FIRE INSURANCE COMPANY

4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109

a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF LAS VEGAS

1700 North Grand, Las Vegas, New Mexico 87701

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT (5%) OF THE AMOUNT BID---

Dollars (\$

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

F. ROMERO FIRE STATION RENOVATION PHASE 3

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bldding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, If the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	24TH	day of MAY	2017
Jannifu Ho (Witness)	Dopu	- profes	STRUCTION cipal) (Seal,
Lunda D De (Witness)	nolf	WEST CHESTER FIRE	INSURANCE COMPANY rety) (Seal)
		DEAN E. VIGÎL (Ti	tle) ATTORNEY-IN-FACT

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is bereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company is seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Bartley Hoyt Kinney, III, Carl Samuel Conlee, III, Dean E Vigil, Linda D Dooley, Stuart E Kuyper, all of the City of ALBUQUERQUE, New Mexico, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 24 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Hancy , Vice President

COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA SS.

On this 24 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney ,Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PERMISTLYANGA
HOTARIAL GEAL
KAREN E. BRAKETT, Notary Public
City of Public Indiany Public
Objects Sept. 26, 2018

Prince Brandt

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

Liken

SELSTIVE .

William L. Kelly, Assistant Secretary



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