



CITY OF LAS VEGAS
1700 North Grand Avenue
Las Vegas, New Mexico 87701
Phone: (505) 454-1401 Fax: (505) 454-8027

PURCHASE ORDER

PO Number: 241157

Date: 01/02/2024

Request #: 401464

Vendor #: 08056

ISSUED TO: ALL IN ONE EXCAVATION LLC
PO BOX 2692
LAS VEGAS, NM 87701-

SHIP TO: City of Las Vegas
Attn: Fire Department
604 legion Drive
Las Vegas, NM 87701

Vendor Fax #:

ITEM	UNITS	DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBER	AMOUNT
1	1	Water Leak Repairs @ Station 1 RFP 2023-10 AWARDED 4/12/2023 3961-23 EXP 4/24/2027 13-1-127	3,000.00		101-5000-710-7401	3,000.00

DEPARTMENT ORDER

Approved By: _____

Date: 1/5/2024

SUBTOTAL:	3,000.00
TAX:	0.00
SHIPPING:	0.00
TOTAL	3,000.00

1. Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax – ID# 85-6000149

Finance Dept. (505) 454-1401 FAX (505) 454-8027

Entered 11/2/24

PURCHASE ORDER NO.: 401 464

DATE: 1/2/24

PINK COPY: DEPARTMENT

STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Agency: *City of Las Vegas Fire Dept.*

Agency Chief Procurement Officer: *Helen Vigil*

Telephone Number: *(505) 454-1401*

II. Name of Contractor: *All in One Excavation*

Address of Contractor:

Amount of prospective contract: Term *\$3,000.00*

of prospective contract: *30 days*

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

*Fix the water pipe that goes into station 1
because there is a leak.*

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

There was a water leak at station 1 so all water had to be shut off to repair the leak.

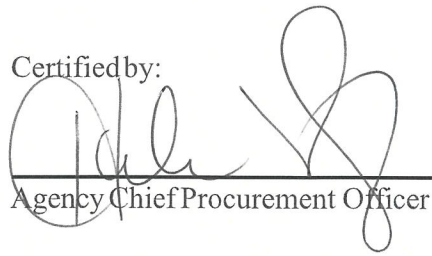
- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

The emergency purchase order will only be in place until the leaking pipe is repaired.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

Make sure building/building grounds are properly maintained.

Certified by:

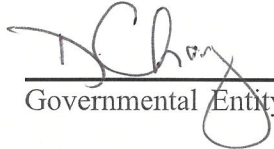


Agency Chief Procurement Officer

Date: 1/5/2024

Agency Approval by:


Date: —



Governmental Entity Head or Designee

1/5/24

Date 01/05/24



Department Director

A. The state purchasing agent or a central purchasing office may make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurements shall be made with competition as is practicable under the circumstances.

B. An emergency condition is a situation that creates a threat to public health, welfare or safety such as may arise by reason of floods, fires, epidemics, riots, acts of terrorism, equipment failures or similar events and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- (1) the functioning of government;
- (2) the preservation or protection of property; or
- (3) the health or safety of any person.

C. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.

D. The state purchasing agent or a central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and included in the procurement file.

E. Money expended for planning and preparing for an emergency response shall be accounted for and reported to the legislative finance committee and the department of finance and administration within sixty days after the end of each fiscal year.

History: Laws 1984, ch. 65, § 100; 1987, ch. 348, § 10; 2002, ch. 84, § 1; 2013, ch. 40, § 3.

B. Within three business days of awarding an emergency procurement contract, the awarding central purchasing office within a state agency shall:

(1) provide the information described in Subsection E of this section to the department of information technology for posting on the sunshine portal; and

C. forward the same information to the legislative finance committee business days of awarding an emergency procurement contract, the local public body central purchasing office shall post the information described in Subsection E of this section on the local public body web site, if one exists.

E. All central purchasing offices shall maintain, for a minimum of three years, records of sole source and emergency procurements. The record of each such procurement shall be public record and shall contain:

- (1) the contractor's name and address;
- (2) the amount and term of the contract;
- (3) a listing of the services, construction or items of tangible personal property procured under the contract;
- (4) whether the contract was a sole source or emergency procurement contract; and
- (5) the justification for the procurement method.

History: Laws 1984, ch. 65, § 101; 1987, ch. 348, § 11; 2013, ch. 40, § 4.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND ALL IN ONE EXCAVATION, LLC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and All In One Excavation, LLC ("Contractor"), of PO Box 2692, Las Vegas, New Mexico, 87701, on this 24th day of April, 2023 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF SERVICES:

The Offeror shall perform On-Call Commercial Plumbing Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following:

1. Repair, replacement, modification and new installation of sanitary sewer, domestic water, water and waste water production systems, wastewater & water transmission, and open channel transmission.
2. Tasks include maintenance to upgrade work such as: replace water piping, change water pumps, upgrade of fixtures, certification of backflow prevention devices and plumbing fixture replacement.
3. Provide trenching and backfilling work, including necessary clearing, grubbing and preparation of the site: removal and disposal of all debris; excavation and trenching as required; the handling, storage, transportation and disposal of all excavated material.
4. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all

civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.

5. Contractor shall provide on-site supervision at all times for all of their work to be performed.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to

the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action to the proportionate extent such claims, suits, and causes of action are due to his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. THIRD PARTY BENEFICIARIES: By entering into this agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to

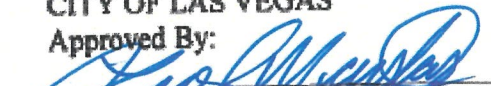
comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

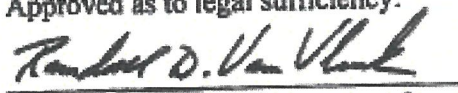
Approved By:


Leo J. Maestas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:


Signature

Printed Name: Gabriel R Serra

Position: owner

“ATTACHMENT “A”

ALL IN ONE EXCAVATION, LLC. Cost Proposal

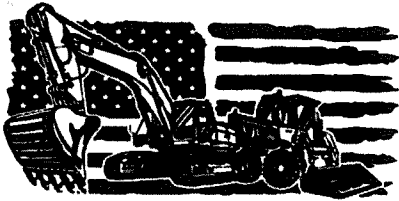
CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-10

ON CALL COMMERCIAL PLUMBING SERVICES

RATES FOR SERVICE BROKEN DOWN

ALL IN ONE EXCAVATION, LLC



PO Box 2692

Las Vegas, NM 87701

(505) 652-0348

allin1excavation@gmail.com

DATE 4/19/2023

Quotation For:

Marvin Cordova

City Of Las Vegas

1700 N. Grand

Las Vegas, NM 87701

QUANTITY	DESCRIPTION	TAXABLE?	AMOUNT
Per Hour	Superintendent, Regular hours	T	\$ 50.00
Per Hour	Superintendent, After hours	T	\$ 75.00
Per Hour	Journeyman or Experienced Worker, Regular hours	T	\$ 45.00
Per Hour	Journeyman or Experienced Worker, After hours	T	\$ 69.00
Per Hour	Laborer, regular hours worked	T	\$ 31.00
Per Hour	Laborer, after hours worked	T	\$ 48.00
Per Hour	Equipment Operator, regular hours	T	\$ 60.00
Per Hour	Equipment Operator, after hours	T	\$ 75.00
Per Day	Service Truck	T	\$ 300.00
Per Hour	Pipe fitter, Regular Hours	T	\$ 65.00
Per Hour	Pipe fitter, after hours	T	\$ 75.00
Per Hour	Backhoe	T	\$ 125.00
Per Hour	Tandem Dump Truck	T	\$ 160.00
Per Hour	John Deere 60g Excavator	T	\$ 150.00
One Time per job	Mobilization/Demobilization	T	\$ 500.00
Per Hour	315 Cat Excavation	T	\$ 250.00
One Time per job	Mobilization of 315 Cat Excavation	T	\$ 800.00
One Time per job	De-Mobilization of 315 Cat Excavation	T	\$ 800.00
Per Hour	Loader	T	\$ 150.00
Per Hour	Water Buffalo	T	\$ 100.00

If you have any questions concerning this Price Sheet, Please contact Gabriel Serna (505)603-9510 or Manuel Gutierrez (505) 795-5683 , email: allin1excavation@gmail.com.

THANK YOU FOR YOUR BUSINESS!