



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
December 15, 2021–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

Public comments can be made in person at the meeting **OR** submitted in writing to the City Clerk no later than 4:30 p.m. on December 15, 2021, via email to cfresquez@lasvegasnm.gov or faxed to (505) 425-7335.

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)** Public Input submitted to the City Clerk via email or fax will be read into the record.
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Certificate of Retirement recognizing Lieutenant Monica Vigil, retiring with 20 years of service to the City of Las Vegas Police Department.

- Recognition of the Robertson High School Cardinals football team winning the Class 3A state championship.

VIII. COUNCILORS' REPORTS

IX. POLICE CHIEF'S REPORT

X. FINANCE REPORT

XI. APPROVAL OF MINUTES (November 23, 2021)

XII. BUSINESS ITEMS

1. Request approval of the contract between the City of Las Vegas and Samaritan House.

Leo Maestas, City Manager The funding for Samaritan House has been increased from \$40,000.00 per year (3,333.00 per month) to \$59,000.00 per year (\$4,916.66 per month). This item was tabled at the December 8, 2021 council meeting for further review of the contract.

2. Request approval of Addendum #1 to Contract #3710-21 with D.A.G. Enterprises for professional services and repairs to the City of Las Vegas heavy equipment.

Maria Gilvarry, Utilities Director This agreement was awarded on January 1, 2021. The extended term of this agreement will be for 1 year. This item will be discussed at the December 14, 2021 Utility Advisory Committee meeting and their recommendation will be provided at the council meeting.

3. Request to award request for bid (RFB) #2022-17 for the re-bid of the GreatBlocks on MainStreet project to Pacheco Construction and Trucking.

Maria Gilvarry, Utilities Director RFB #2022-17 was advertised and there were three bidders; Pacheco Construction, Hays Plumbing & Heating and Franken Construction Company, Inc. The entire cost of the project will be covered by the funding source. The recommendation from the Utility Advisory Committee's meeting will be provided at the council meeting.

4. Request approval for the purchase of a 2023 Mack 10-12 yard dump truck, a salt spreader and plow attachment from Bruckner's Truck Sales Inc.

Maria Gilvarry, Utilities Director The total cost of the vehicle with spreader and plow is \$253,052.00 and will be purchased through CES Contract #2020-31B-C106-ALL.

5. Request approval of Resolution No. 21-51 accepting the match waiver for project #D19040, Control No. HW2LP40020.

Maria Gilvarry, Utilities Director As part of the New Mexico Department of Transportation Project Fund Agreement (TPF) submittal criteria, a resolution of support is required from our local governing body to accept the match waiver administered by the NMDOT and DFA for the planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvement, construction management and miscellaneous construction on Legion Drive. Total matching funds being waived are \$191,234.30.

6. Request approval of Resolution No. 21-52 the sale of obsolete City assets at an online auction.

Jesus Baquera, Finance Director The auction will include obsolete excess property, equipment, scrap metal and other items deemed unusable. Any and all funds received from the sale of these inventoried obsolete and surplus assets will go into specific fund in which the item was deleted.

7. Request approval to renew the City Manager's Professional Service Contract.

Mayor Louie Trujillo This contract shall begin on January 1, 2022, replacing the existing contract with employee and shall continue until January 1, 2024, or until terminated pursuant to the contract, whichever comes first.

8. Request approval to renew the City Attorney's Professional Service Contract.

Mayor Louie Trujillo This contract shall begin on January 1, 2022, replacing the existing contract with employee and shall continue until January 1, 2024, or until terminated pursuant to the contract, whichever comes first.

9. Request approval to renew the City Clerk's Professional Service Contract.

Mayor Louie Trujillo This contract shall begin on January 1, 2022, replacing the existing contract with employee and shall continue until January 1, 2024, or until terminated pursuant to the contract, whichever comes first.

XIII. EXECUTIVE SESSION

**THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF
SUBJECT MATTER IS EXEMPT PURSUANT TO THE OPEN MEETINGS
ACT.**

XIV. ADJOURN

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

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 website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 11/22/21

Department: Police

Item/Topic: Recognition of the retirement of Monica E. Vigil. Lieutenant Monica E. Vigil will keep the honorary title of "Lieutenant" due to her 20 years of consecutively and continuously service to the citizens of Las Vegas, NM. Lt. M. Vigil has served in the roles of Communication Specialist, Police Officer, Police Sergeant, Police Lieutenant, and Lieutenant of Professional Standards (Internal Affairs Lt.).

Fiscal Impact: None Presentation only

Attachments: Certificate of Retirement

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

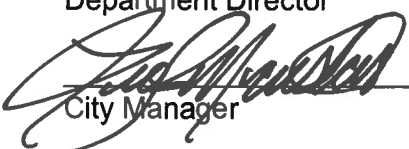
Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



CITY OF LAS VEGAS

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



POLICE DEPARTMENT

Chief Antonio Salazar

MONTHLY REPORT ***November 2021***

OPERATIONAL UPDATE(S):

I. Communications Division (Dispatch) dates from November 01 thru November 31, 2021.

- a. 4211 Calls for service
- b. 721 911 Calls
- c. 1905 Admin line calls
- d. 1251 Police Department calls
- e. 71 Fire Calls
- f. 194 Medic Calls
- g. 87 Medic Calls
- h. 53 City on Call
- i. 87 Animal Control calls

II. Field Operations Division (Patrol) dates from November 01 thru November 31, 2021.

- j. Continuing Training and Education
- k. 1251 Calls for service
- l. 186 Traffic Citations
- m. 13 Non Traffic citations
- n. 2 Parking citations issued
- o. 34 Arrests made

III. Information Division (Records) numbers only reflect items processed from November 01 thru November 31, 2021.

- a. 110 Offense Incident Reports entered
- b. 42 Traffic accident reports entered
- c. 207 Citations were entered
- d. 158 Customers attended
- e. 305 offense Incident and traffic accident reports scanned.
- f. 18 City of Las Vegas IPRA's Completed



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POLICE DEPARTMENT

Chief Antonio Salazar

Continuing work on destruction order for:
2004-2017 Citations
2005-2016 Incident reports
Miscellaneous documents

Grants update:

- Completed IPRA requests, entered citations and completed daily internal audits.
- Completed and updated monthly missing OI/TA report
- Working on NIBRS Entries for Department of Public Safety and FBI

IV. Street Crimes- Investigations/Narcotics/Evidence Sections dates November 01 thru November 31, 2021.

Street Crimes Unit:

- a. 10 Assigned Cases
- b. 0 Self initiated cases
- c. 8 Arrests made
- d. 0 Missing person
- e. 0 Stolen vehicles recovered
- f. 2 Search warrants
- g. 7 Cases Closed

Evidence Seized by Agents/Investigations/Police Officers:

- a. 1 grams of methamphetamine
- b. 0 gram of cocaine
- c. 2 grams of Crack cocaine
- d. 0 Fentanyl pills
- e. 1 firearms
- f. 0 Suboxone
- g. 85 Evidence cases
- h. 271 Evidence turned in
- i. 4 property released



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POLICE DEPARTMENT

Chief Antonio Salazar

- j. 100 cases at NMDPS lab
- k. 1 cases at NMRCFL
- l. 4 Firearm seized (patrol)
- m. 3.4 grams methamphetamine (patrol)
- n. 28 strips of Suboxone (patrol)
- o. 15 IPRA request CD-R/DVD-R
- p. 2 gram Fentanyl
- q. 208.2 grams of marijuana

Meetings and trainings attended by Street Crimes- Investigations/Narcotics/Evidence Section

- District Court
- Magistrate Court
- Safe house Interviews
- MDT Meetings

SCU responded to 31 calls for service for month November 2021

V. Animal Control dates from November 01 thru November 31, 2021.

- a. 62 Calls for service
- b. 18 Citations issued
- c. 17 animals impounded
- d. 6 Notices given
- e. 1 Complied

Court Cases:

- a. 0 Resolved with fine
- b. 0 Resolved by dismissal/deferral
- c. 0 Unresolved / no show

V. Training & Recruiting

Travel/Training:

- In-service Training for Four (4) new non-certified Police Officers in The Police Department Training Room on November 01 through November 24, 2021.



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POLICE DEPARTMENT

- One (1) Police Personnel attended Command Leadership Training November 07, 2021 through November 14, 2021 in Clovis NM.
- Command Staff Attended the NM Law Enforcement graduation for two (2) LVPD Police Officers on November 10, 2021 in Santa Fe, NM.

Recruiting:

- Oral Interviews for Communication Specialist positions were conducted in the Police Department Training Room on November 05, 2021
- New employee joined the LVPD on November 16, 2021 and is classified as a Certified Police Officer.

Community Events:

- Police Personnel assisted with the CLV Thanksgiving Basket on November 22, 2021.
- Police Personnel participated in a presentation on Bullying and Narcotics on November 01, 2021 at Union Elementary.

Vacancies:

- a. 3 Sergeant
- b. 1 Police Officers
- c. 2 Community Service Aide
- d. 1 Communication Manager
- e. 5 Communication Specialist (Dispatcher)
- f. 1 Information Specialist (records Clerk)
- g. 1 Administrative Assistant I
- h. 2 Animal Control

GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2021 42% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2022

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	(E/B) % REV
PROPERTY TAX	1,417,060	1,467,869	611,612	180,163	164,497	11%
GROSS RECEIPT TAX 1.225	3,058,351	3,550,000	1,479,167	1,628,616	1,636,035	46%
FRANCHISE TAX	750,000	750,000	312,500	297,390	265,693	35%
GROSS RECEIPT TAX .75	2,008,316	2,449,125	1,020,469	1,068,861	1,146,841	47%
1/8 INFRASTRUCTURE	318,763	372,000	155,000	170,021	172,980	46%
GRT .25 (JAN 2011)	877,561	1,060,000	441,667	472,101	484,877	46%
INTERSTATE TELECOM	0	250,000	0	-	338	0%
LICENSE & FEES	47,000	63,000	26,250	11,662	15,812	25%
INTERGOVERNMENTAL	71,500	71,500	29,792	34,668	33,782	47%
LOCAL-FINES	61,000	106,500	44,375	20,205	43,512	41%
LOCAL-MISC	1,798,485	2,074,580	864,408	776,056	1,184,408	57%
TOTAL	10,408,036	12,214,574	4,985,239	4,659,742	5,148,775	42%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)

(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2022

	<u>Total Budget to Actual Comparison</u>						
	A	B	C	D	E	F	H
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2022 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL	297,043	343,535	143,140	111,441	117,266	226,269	34%
GOVERNING BODY	62,383	62,383	25,993	24,385	23,387	38,996	37%
MAYOR	97,561	171,068	71,278	36,443	31,805	139,263	19%
MANAGER	222,013	225,103	93,793	106,791	118,290	106,813	53%
MUNICIPAL CLERK	253,841	303,896	126,623	103,894	111,651	192,245	37%
CITY ATTORNEY	226,928	233,815	97,423	85,131	92,185	141,630	39%
PERSONNEL/HR	320,034	365,536	152,307	97,553	118,889	246,647	33%
FINANCE	537,566	645,125	268,802	213,897	225,699	419,426	35%
COMMUNITY DEV.	557,227	713,041	297,100	194,751	271,017	442,024	38%
POLICE	3,919,102	4,322,569	1,801,070	1,490,794	1,485,157	2,837,412	34%
CODE ENFORCEMENT	80,817	9,900	4,125	19,055	1,155	8,745	12%
ANIMAL SHELTER	146,450	262,440	109,350	58,991	71,140	191,300	27%
FIRE	1,446,316	1,580,346	658,478	532,515	607,119	973,227	38%
PUBLIC WORKS/AIRPORT	479,693	752,780	313,658	158,272	353,013	399,767	47%
PARKS	440,992	518,137	215,890	165,495	184,646	333,491	36%
LIBRARY	188,488	279,282	116,368	93,306	106,464	172,819	38%
MUSEUM	148,881	182,772	76,155	48,807	44,781	137,991	25%
GENERAL SERVICES	1,867,349	1,990,349	829,312	490,156	782,855	1,207,494	39%
TRANSFERS	994,991	917,352	382,230	414,468	382,132	535,221	42%
TOTAL	12,287,675	13,879,429	5,783,096	4,446,145	5,128,650	8,750,780	37%

surplus to date

20,125

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU NOVEMBER 30, 2021 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2022

<u>Total Budget to Actual Comparison</u>						G (E/B) % BUDGET
A	B	C	D	E		
FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL		
WASTE WATER (610)	3,143,800	3,141,800	1,309,083	1,283,429	1,404,921	45%
NATURAL GAS (620)	5,036,000	5,436,000	2,265,000	941,928	881,512	16%
SOLID WASTE (630)	3,394,107	3,405,400	1,418,917	1,443,040	1,449,024	43%
WATER (640)	5,172,720	5,176,220	2,156,758	2,383,039	2,192,803	42%
<i>Total of Enterprise Funds</i>	16,746,627	17,159,420	7,149,758	6,051,437	5,928,261	35%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU NOVEMBER 30, 2021 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2022

<u>Total Budget to Actual Comparison</u>							
A	B	C	D	E	F	H (E/B) %	
FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2021 AVAIL. BAL.	BUDGET	
WASTE WATER(610)	3,225,006	3,289,814	1,370,756	1,147,792	1,007,927	2,281,887	31%
NATURAL GAS (620)	6,084,827	6,203,037	2,584,599	1,301,407	1,024,504	5,178,533	17%
SOLID WASTE (630)	4,205,030	3,853,165	1,605,485	1,426,801	1,222,142	2,631,023	32%
WATER (640)	5,645,564	5,371,579	2,238,158	1,913,625	1,761,117	3,610,462	33%
Total of Enterprise Funds	19,160,427	18,717,595	7,798,998	5,789,625	5,015,691	13,701,904	27%

Surplus to date 912,569.95

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU NOVEMBER 30, 2021 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	G (E/B)
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	% REV #DIV/0!
RECREATION-TAXES (Cig)	0	0	0	0	0	17%
WELLNESS CENTER	60,000	115,000	47,917	12,487	20,093	0%
OPEN SWIM	0	10,000	4,167	0	0	#DIV/0!
YAFL	0	0	0	0	0	151%
YABL/ADULT BASKETBALL	5,000	16,500	6,875	0	24,838	0%
SUMMER FUN PROGRAM	0	60,000	25,000	0	0	1%
RECREATION-OTHER	14,000	266,500	111,042	(111)	1,720	42%
GEN FUND TRANSFER	325,000	420,686	175,286	135,363	175,216	25%
TOTAL	404,000	888,686	370,286	147,739	221,867	

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2021- 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	F	H (E/B)
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2021 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	335,450	556,903	232,043	114,523	109,728	447,175	20%
YABL/ADULT BASKETBALL	1,750	16,500	6,875	0	3,423	13,077	21%
OTHER OPERATING EXP.	49,650	104,350	43,479	15,871	15,618	88,732	15%
CAPITAL OUTLAY	2,800	6,000	2,500	3,015	0	6,000	0%
TOTAL	389,650	683,753	284,897	133,408	128,768	554,985	19%

Surplus to date

93,098

LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU NOVEMBER 30, 2021 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	G (E/B)
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	89,600	376,000	156,667	120,640	221,987	59%
LODGER'S TAX - INFRASTRUCTURE	22,400	94,000	39,167	30,160	31,794	34%
TOTAL	112,000	470,000	195,833	150,800	253,780	54%

LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2021 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2022

	A	B	C	D	E	F	H (E/B) % BDGT #DIV/0!
	FY 2021 BUDGET	FY 2022 BUDGET	FY 2022 YTD - BUDGET	FY 2021 YTD - ACTUAL	FY 2022 YTD - ACTUAL	FY 2021 AVAIL. BAL.	
EMPLOYEE EXP.	2,320	0	0	2,873	3,843	(3,843)	
OPERATING EXPENSES	4,600	13,000	5,417	2,571	0	13,000	0%
PUBLICATIONS & ADVERT	65,000	334,000	139,167	7,113	105,573	228,427	32%
CONTRACTUAL SERVICES	100,000	20,000	8,333	13,825	0	20,000	0%
CAPITAL OUTLAY	8,400	97,900	40,792	2,172	19,900	78,000	20%
TRANSFERS	40,002	40,000	16,667	19,994	16,660	23,340	42%
TOTAL	220,322	504,900	210,375	48,547	145,976	358,924	29%

Surplus to Date 107,805

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON
TUESDAY, NOVEMBER 23, 2021 AT 11:00 A.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Elaine Rodriquez ***Absent***
Michael L. Montoya
David A. Ulibarri, Jr.

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Scott Aaron, City Attorney
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

Mayor Trujillo called the meeting to order at 11:00 a.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment to give thanks to all the hard working City employees that take care of the community.

APPROVAL OF AGENDA

Councilor Romero made a motion to approve the agenda as presented. Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri Jr.	Yes	Michael L. Montoya	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

PRESENTATIONS

Utilities Director Maria Gilvarry gave a presentation providing information on back in angle parking around the Plaza. Utilities Director Gilvarry advised merchants in that area requested an increase in parking spaces, and angled parking would increase parking from 100 spaces to approximately 106-112 spaces. Utilities Director Gilvarry advised they will get information out to the public regarding reversed parking around the Plaza area. Utilities Director Gilvarry discussed the advantages and disadvantages of reverse angled parking. Utilities Director Gilvarry advised the reversed parking would only be on the north and south side of the Plaza, and the west and east sides would remain as parallel parking.

Discussion took place regarding the possibility of metered parking, damage to vehicles when backing up and the width of the parking spaces.

Councilor Montoya asked Police Chief Salazar and Interim Fire Chief Spann if they had any objections regarding the reversed parking.

Police Chief Salazar and Interim Fire Chief Spann both advised they did not.

Councilor Montoya expressed his concerns regarding safety hazards of handicap ramps around the Plaza area.

Discussion took place regarding planters being placed around the Plaza area to beautify and help with safety concerns, what the plan would be to address people who might park forward in the reverse parking areas and the consideration of reversed parking being in other areas around the City.

BUSINESS ITEMS

1. Request to award Request for Bids (RFB) #2022-16 for the construction, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Romero and Salazar Streets to Pacheco Construction.

Councilor Ulibarri Jr., advised since he became a Councilor he's been trying to get this project going and is happy that it's finally happening and thanked everyone involved.

Utilities Director Gilvarry advised when they put the bid out it was for Romero and Salazar Street plus an add alternate for West National.

Councilor Romero asked where the funding came from.

Public Works Manager Gurule advised it was legislative funding.

Councilor Romero asked how much Mozen Corbin makes from the project.

Public Works Manager Gurule advised the total cost for engineering services was \$146,000.00.

Discussion took place regarding if Pacheco Construction had their own asphalt plant, the fluctuation between the 2 bidders regarding the cost of asphalt, the cost for traffic control management and the contact information for Pacheco Construction to be provided to Council.

Councilor Ulibarri Jr., made a motion to approve the award Request for Bids (RFB) #2022-16 for the construction, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction to Romero and Salazar Streets to Pacheco Construction . Councilor Montoya seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes
Michael L. Montoya	Yes

David A. Ulibarri Jr.	Yes
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City Clerk Fresquez advised the motion carried.

Councilor Ulibarri Jr., thanked the Mayor and Council.

Councilor Montoya asked City Manager Maestas if they would put the continuation of West National out for rebid.

City Manager Maestas advised yes, they may have to put it out for rebid but they are looking into what can be used.

2. Request approval of Lodger's Tax funding in the amount of \$55,000.00 for purchase of a synthetic ice skating rink to utilize as a marketing strategy to attract tourists to the City of Las Vegas.

City Manager Maestas advised they looked at different options to help the community with tourism. City Manager Maestas the ice skating rink could market anyone outside the 60 mile radius and bring citizens in to shop and spend the night in Las Vegas. City Manager Maestas advised they received a quote from a vendor for a half inch synthetic surface rink that could fit about 45-50 people, the rink could last 12-15 years with proper maintenance.

Mayor Trujillo advised they've thought about setting up a stage to have an entertainment venue in that area as well. Mayor Trujillo advised there will be a concession stand area and possibly food trucks.

Councilor Montoya advised they need to consider the Halloween trunk or treat for next year and asked how soon the skating rink would be installed.

City Manager Maestas advised he believes they could have it here by the middle of December and are looking into renting a tent to have the ice skating rink covered to help protect it.

Councilor Montoya asked if the company would install the ice skating rink.

City Manager Maestas advised they would get training on how to install it themselves.

Councilor Montoya asked about lighting in the area.

City Manager Maestas advised they would be looking into their own lighting with other monies.

Councilor Montoya advised the ice skating rink would be good for the community and the youth.

Councilor Romero advised they want to have a winter destination for Las Vegas and give people something to do.

Councilor Ulibarri Jr., stated it would be great for the community and the youth.

Discussion took place regarding revenue generated from skating rental costs.

Councilor Ulibarri Jr., asked if the ice skating rink could be used as a roller rink as well.

City Manager Maestas advised he would have to look into it.

Discussion took place regarding who would maintenance the ice skating rink and what department it would fall under.

Councilor Montoya asked if this had to go through an application process with Lodgers Tax.

City Manager Maestas advised no, they are in communication with the Lodgers Tax Chair and as long as it falls into the infrastructure utilization of Lodgers Tax.

Councilor Romero made a motion to approve Lodger’s Tax funding in the amount of \$55,000.00 for purchase of a synthetic ice skating rink to utilize as a marketing strategy to attract tourists to the City of Las Vegas. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David A. Ulibarri Jr.	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

There was no need for executive session.

ADJOURN

Councilor Romero made a motion to adjourn. Councilor Ulibarri Jr., seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David G. Romero	Yes
David A. Ulibarri Jr.	Yes		

City Clerk Fresquez advised the motion carried.

The meeting adjourned at 11:58 a.m.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING AGENDA
REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: December 10, 2021

Department: Executive

Item/Topic: Requesting approval to move forward with the Samaritan House contract.

Fiscal Impact: Increase from \$40,000.00 per year (\$3,333.00 per month)
to \$59,000.00 per year (\$4,916.66 per Month)

Attachments: Contract, reviewed and approved by City Attorney Scott Aaron.

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/03/21

Department: Utilities

Item/Topic: Addendum #1 to Contract #3710-21 with D.A.G. Enterprises for professional services and repairs to the City of Las Vegas heavy equipment. Agreement #3710-21 was awarded on 01/21/21. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of individual line items numbers by division.

Attachments: Addendum #1.

Committee Recommendation: This item will be discussed at the December 14, 2021 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

ADDENDUM #1
AGREEMENT/CONTRACT #3710-21
RFP# 2021-09
AWARDED ON: 01/20/2021
D.A.G. ENTERPRISES OF N.M., LLC

This Agreement Extension entered into this day on February 5, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and D.A.G. Enterprises of N.M., LLC, a New Mexico Corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated February 5, 2021 and Addendum #1 on February 5, 2022 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional services (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from February 5, 2022 through February 5, 2023; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to February 5, 2023; and
2. That except for the express modifications in this Addendum #1, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

D.A.G. Enterprises of N.M., LLC.

Signature

Leo Maestas, City Manager

Printed Name and Title

ATTEST:

Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:

Scott Aaron, City Attorney



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: December 15, 2021

Date Submitted: 12/03/21

Department: Utilities

Item/Topic: Award RFB #2022-17 for the re-bid of the GreatBlocks on Main Street project to Pacheco Construction and Trucking.

Advertised: 10/29/21; Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: 11/23/21
Number of Bidders: 3 – Pacheco Construction \$768,189.06 including GRT
Hays Plumbing & Heating \$1,020,378.77 including GRT
Franken Construction Company Inc. \$1,292,164.60 including GRT

Fiscal Impact: The entire cost of the project will be covered by the funding source.

Attachments: Original bid, bid opening sheet, engineer recommendation, bid tabulation, bids received.

Committee Recommendation: This item will be discussed at the December 14, 2021 Utility Advisory Committee Meeting. Their recommendation will be provided at the Council Meeting.

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Nov 23, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID GREATBLOCKS ON MAINSTREET

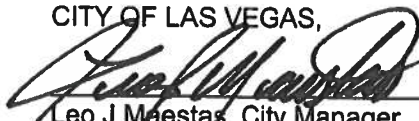
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: Sites Southwest, 121 Tijeras NE, Ste. 3100 Albuquerque, NM 87102 phone 505-822-8200

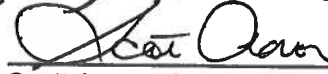
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov

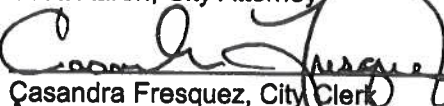
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **RE-BID GREATBLOCKS ON MAINSTREET** Opening No. 2022-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

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

CITY OF LAS VEGAS,


Leo J. Maestas, City Manager


Scott Aaron, City Attorney


Casandra Fresquez, City Clerk


Jesus Baquera, Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2022-17
Published: LAS VEGAS OPTIC
ALBUQUERQUE JOURNAL
www.lasvegasnm.gov

Date Issued: 10/25/2021
10/29/2021
10/29/2021
10/29/2021

BIDDER INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **RE-BID GREATBLOCKS ON MAINSTREET**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

} ss

COUNTY OF _____ }

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

Signature

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

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

Bid 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: Nov 23, 2021; 2:00 p.m.; 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 _____, 2021. 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.

BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include 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 Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

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

provisions shall be permitted.

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then 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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

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. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be 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 fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute"

specifications may be authorized, only if required to match existing equipment.

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

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

CONTRACT

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

**CITY OF LAS VEGAS
BIDFORM**

BID ITEM (S): LAS VEGAS RE-BID GREATBLOCKS ON MAINSTREET

A.	_____	\$	_____
B.	_____	\$	_____
C.	_____	\$	_____
D.	_____	\$	_____
E.	_____	\$	_____
F.	_____	\$	_____
G.	_____	\$	_____
H.	_____	\$	_____
I.	_____	\$	_____
J.	_____	\$	_____
K.	_____	\$	_____
L.	_____	\$	_____

NOTE: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

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

law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00)
WERE MADE** to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CITY OF LAS VEGAS
RFP/310/OPENING

DATE: 23-Nov-2021

TIME: 2:00 PM

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

OPENING NO.: 2022-17

DEPARTMENT: COMMUNITY DEVELOPMENT
(UTILITIES)

ITEM(S): RE-BID GREATBLOCKS ON MAINSTREET

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Franken Companies	992,722.00	✓	✓	✓	✓
Alternate #1	17213.68				
2 Alternate #2	15,988.63				
Alternate #3	186,050.00				
3 Pacheco Construction & Trucking	550,653.95	✓	✓	✓	✓
Alternate #1	17,980.00				
4 Alternate #2	24,005.00				
Alternate #3	76,650.00				
5 Hays Plumbing & Heating	749,023.80	✓	✓	✓	✓
Alternate #1	13,686.00				
6 Alternate #2	17,825.50				
Alternate #3	160,810.00				

COMPANY REPRESENTATIVE	COMPANY NAME
1 [Signature]	CLV Purchasing
2 [Signature]	CLV - Inventory
3 [Signature]	Hays Plumbing
4 Tommy Garcia	Pacheco Construction
5 Travis Montano	CLV PM
6 Eric Tapia	CLV PM
7	
8	
9	
10	

(use other side of form when full)
ORIGINALS TAKEN BY CITY CLERK:

DATE: 11/23/2021

COPIES TAKEN BY DEPT:

DATE: 11/23/2021

OPENED BY: FINANCE DEPARTMENT

DATE: 11/23/2021



TO: Marvin Cordova
Project Management Division
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

FROM: George Radnovich, PLA
Project Manager

DATE: December 3, 2021

RE: **Recommendation of Award: Re-bid Las Vegas Great Blocks**
Request for Bids #2022-17

Dear Mr. Cordova,

Bids for the above-referenced project were received and opened on November 23, 2021, at 2:00 p.m. Three bids were received from the following respondents (shown in order of opening):

1. Franken Construction Company Inc. of Las Vegas, NM
2. Pacheco Construction and Trucking of Tucumcari, NM
3. Hays Plumbing and Heating Inc. of Las Vegas, NM

Bids were received unsealed and then opened, evaluated for completeness, read aloud, and recorded in the presence of six attendees. The bids from each of the contractors included all of the required forms and all were deemed 'complete'.

Based on initial reading of bids as submitted, bidders were ranked in order from lowest to highest. Rankings were made on the basis of Base Bid excluding NM Gross Receipts Tax (NMGRT). Those results are as follows:

1. Pacheco Construction and Trucking
2. Hays Plumbing and Heating Inc.
3. Franken Construction Company Inc.

Evaluation of Bids

After the bid opening, Sites Southwest tabulated and reviewed the bids individually and collectively. A few discrepancies were noted among the bids between the bid item totals calculated based on the unit prices and the numbers entered on the respective bid forms. Another discrepancy was built into the bid tab which showed NM GRT at 8.3858%. The actual NM GRT is 8.3958%. Contractor bid without GRT added are summarized below, in order of apparent low to apparent high bidders as noted above:

1. Pacheco Construction and Trucking
 - Base Bid Item 44 had an incorrect bid item subtotal entry, as well as an incorrectly summed total bid amount that resulted in a \$1.00 increase in their Base Bid total. However, this increase did not change the order of ranking based on Base Bid.
 - All bid subtotals were calculated with the incorrect GRT percentage resulting in a increase in the base bid total and all bid alternates. However, this increase did not change the order of ranking based on Base Bid.

2. Hays Plumbing and Heating Inc.
 - No discrepancies were found
3. Franken Construction Company Inc.
 - Base Bid Items 13 and 33 had incorrect bid item subtotal entries, as well as an incorrectly summed total bid amount that resulted in a \$14,299.00 decrease in their Base Bid total. However, this decrease did not change the order of ranking based on Base Bid.
 - Bid Alternate #2, Item 61 was not included with a unit cost or subtotal. This could likely result in a significant increase of the total. But will not change the order of ranking.
 - Bid Alternate #3, Item 65 had incorrect bid item subtotal entry as well as an incorrectly summed total bid amount that resulted in a \$268.00 decrease in their Base Bid total. However, this decrease did not change the order of ranking.

Bids, Bid Alternates and Recommendation

Bids and Bid Alternates from three bidders were evaluated via spreadsheet analysis, and a number of inconsistencies in unit price extensions were noted and corrected. However, overall rankings based on Base Bid and Bid Alternates submittals did not change as a result of correction of those inconsistencies. Final rankings and Base Bid and Bid Alternate totals (With NMGR) are as follows:

1. Pacheco Construction and Trucking. Base Bid - \$768,189.06 (With NM GR)
2. Hays Plumbing and Heating Inc. Base Bid - \$1,020,378.77 (With NM GR)
3. Franken Construction Company Inc. Base Bid -\$1,292,164.60 (With NM GR)

The low bid (including alternates) submitted by Pacheco Construction, as corrected, was 37% over the Final Engineer's Estimate of \$560,946.15. Although Sites Southwest is not familiar with Pacheco Construction, we have confirmed that they hold a valid contractor's license in New Mexico with a GB98 classification. They received an "A+" rating with the New Mexico Better Business Bureau, with 46 years in business and we have found no reason to disqualify them. Therefore, we recommend that the City of Las Vegas proceed with award of contract to Pacheco Construction for RFB #2022-17.

Sites Southwest



George Radnovich, PLA
Project Manager

Las Vegas GreatBlocks on MainStreet

Bid Tab for Phase I Construction for:

The Intersections of E Lincoln St and Grand Ave; and E Lincoln and Railroad Ave.

Prepared by Sites Southwest: 12/2/2021

BASE BID				ESTIMATE		FRANKEN CONSTRUCTION		HAYS PLUMBING AND HEATING		PACHECO CONST. AND TRUCKING	
ITEM #	ITEM	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GENERAL											
1	Mobilization / Demobilization	LS	1	\$30,000.00	\$30,000.00	\$138,553.00	\$138,553.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
2	Construction Staking	LS	1	\$3,000.00	\$3,000.00	\$17,816.00	\$17,816.00	\$5,000.00	\$5,000.00	\$44,000.00	\$44,000.00
3	Project Construction Sign, CIP	EA	2	\$250.00	\$500.00	\$696.00	\$1,392.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Traffic Control/Barricading	LS	1	\$5,000.00	\$5,000.00	\$11,312.00	\$11,312.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
DEMOLITION											
6	Clearing & Grubbing	SY	114	\$10.00	\$1,140.00	\$4.00	\$456.00	\$5.00	\$570.00	\$25.00	\$2,850.00
7	Tree removal, < 6" DBH	EA	8	\$400.00	\$3,200.00	\$3,800.00	\$30,400.00	\$470.00	\$3,760.00	\$250.00	\$2,000.00
8	Excavate & stockpile unclassified material (24" depth)	LS	1	\$2,000.00	\$2,000.00	\$1,390.00	\$1,390.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1	\$4,000.00	\$4,000.00	\$1,390.00	\$1,390.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
10	Removal/Modification of Existing Drainage Structures	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667	\$3.00	\$5,001.00	\$30.00	\$50,010.00	\$27.00	\$45,009.00	\$3.00	\$5,001.00
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001	\$7.50	\$7,507.50	\$10.00	\$10,010.00	\$6.00	\$6,006.00	\$10.00	\$10,010.00
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060	\$2.50	\$2,650.00	\$8.50	\$9,010.00	\$6.00	\$6,360.00	\$1.00	\$1,060.00
14	Existing Lightpole / utility box, remove & dispose, complete	EA	7	\$520.00	\$3,640.00	\$550.00	\$3,850.00	\$600.00	\$4,200.00	\$700.00	\$4,900.00
15	Existing Lightpole base, remove & dispose, complete	EA	7	\$150.00	\$1,050.00	\$660.00	\$4,620.00	\$700.00	\$4,900.00	\$500.00	\$3,500.00
SITE CONSTRUCTION											
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135	\$50.00	\$6,750.00	\$60.00	\$8,100.00	\$50.00	\$6,750.00	\$45.00	\$6,075.00
17	12" Slotted Drain Pipe, CIP	LF	35	\$300.00	\$10,500.00	\$70.00	\$2,450.00	\$75.00	\$2,625.00	\$145.00	\$5,075.00
18	Median Drop Inlet, CIP	EA	1	\$7,000.00	\$7,000.00	\$9,146.00	\$9,146.00	\$5,800.00	\$5,800.00	\$15,000.00	\$15,000.00
19	Concrete Junction Box with Precast Lid, CIP	EA	2	\$8,000.00	\$16,000.00	\$6,000.00	\$12,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00
20	Catch Basin, Type "C", Single Grate, CIP	EA	5	\$10,000.00	\$50,000.00	\$8,500.00	\$42,500.00	\$6,600.00	\$33,000.00	\$15,000.00	\$75,000.00
21	Catch Basin, Type "D", Single Grate, CIP	EA	1	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$5,100.00	\$5,100.00	\$15,000.00	\$15,000.00
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2	\$600.00	\$1,200.00	\$300.00	\$600.00	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00
23	New jbox For future gate install (with pigmented concrete collar)	EA	2	\$450.00	\$900.00	\$3,200.00	\$6,400.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00
24	New Electrical Connection/ Power Riser, complete	LS	1	\$45,000.00	\$45,000.00	\$9,350.00	\$9,350.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
25	Light Pole Base, Complete	EA	14	\$900.00	\$12,600.00	\$1,200.00	\$16,800.00	\$1,500.00	\$21,000.00	\$1,000.00	\$14,000.00
26	Light Pole and Fixture, Complete	EA	14	\$1,000.00	\$14,000.00	\$4,840.00	\$67,760.00	\$5,000.00	\$70,000.00	\$3,000.00	\$42,000.00

27	Duplex Receptacle on Light pole	EA	14	\$150.00	\$2,100.00	\$440.00	\$6,160.00	\$500.00	\$7,000.00	\$300.00	\$4,200.00
28	Wiring, Conduit, connections and Jbox install, Complete	EA	14	\$1,200.00	\$16,800.00	\$1,430.00	\$20,020.00	\$750.00	\$10,500.00	\$900.00	\$12,600.00
28b	Stubout for future irrigation. Wiring, Conduit, connections and Jbox install, Complete	EA	2	\$1,200.00	\$2,400.00	\$2,860.00	\$5,720.00	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00
29	Trenching backfill and compaction for electrical conduits	LF	833	\$8.00	\$6,664.00	\$10.00	\$8,330.00	\$14.00	\$11,662.00	\$12.00	\$9,996.00
30	6" Reinforced Concrete Valley Gutter	SY	109	\$110.00	\$11,990.00	\$167.00	\$18,203.00	\$162.00	\$17,658.00	\$55.00	\$5,995.00
31	Grading/Shaping , less than 2' depth, compl.	SY	987	\$2.50	\$2,467.50	\$15.00	\$14,805.00	\$20.00	\$19,740.00	\$5.00	\$4,935.00
32	Subgrade Prep. 12" at 95% compaction	SY	2,125	\$1.75	\$3,718.75	\$1.70	\$3,612.50	\$11.00	\$23,375.00	\$2.00	\$4,250.00
33	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	138	\$8.50	\$1,173.00	\$1.65	\$227.70	\$18.00	\$2,484.00	\$35.00	\$4,830.00
34	Prime Coat, emulsified asphalt, CIP	SY	138	\$0.75	\$103.50	\$8.00	\$1,104.00	\$9.00	\$1,242.00	\$5.00	\$690.00
35	Tack Coat, cationic emulsified asphalt, CIP	SY	138	\$1.00	\$138.00	\$12.00	\$1,656.00	\$9.00	\$1,242.00	\$5.00	\$690.00
36a	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	138	\$12.00	\$1,656.00	\$16.56	\$2,285.28	\$50.00	\$6,900.00	\$28.00	\$3,864.00
36b	2" Thickness Asphalt Concrete Patch. CIP	LF	900	\$12.00	\$10,800.00	\$20.00	\$18,000.00	\$55.00	\$49,500.00	\$3.50	\$3,150.00
37	6" Pigmented Reinforced Concrete Paving, CIP	SY	267	\$75.00	\$20,025.00	\$240.00	\$64,080.00	\$122.00	\$32,574.00	\$85.00	\$22,695.00
38	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,351	\$60.00	\$81,060.00	\$160.00	\$216,160.00	\$97.00	\$131,047.00	\$55.00	\$74,305.00
39	Standard Concrete Roll Curb and Gutter 8" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	676	\$25.00	\$16,900.00	\$48.00	\$32,448.00	\$75.50	\$51,038.00	\$42.00	\$28,392.00
40	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	394	\$22.00	\$8,668.00	\$43.00	\$16,942.00	\$50.00	\$19,700.00	\$43.00	\$16,942.00
41	6" x 18" Concrete Retaining Curb	LF	208	\$28.00	\$5,824.00	\$35.00	\$7,280.00	\$32.00	\$6,656.00	\$65.00	\$13,520.00
42	Reflectorized Painted Pavement Stripe 4" yellow (center stripe)	LF	70	\$2.00	\$140.00	\$2.00	\$140.00	\$11.00	\$770.00	\$5.00	\$350.00
43	Reflectorized Painted Pavement Stripe 6" white (cross walk)	LF	236	\$3.00	\$708.00	\$1.20	\$283.20	\$2.00	\$472.00	\$2.25	\$531.00
44	Reflectorized Painted Pavement Stripe 4" white (parking, ADA aisle)	LF	1,190	\$2.00	\$2,380.80	\$1.20	\$1,428.48	\$2.26	\$2,689.40	\$2.50	\$2,975.00
45	Reflectorized Painted Pavement Marking - ADA symbol	EA	2	\$220.00	\$440.00	\$173.00	\$346.00	\$125.00	\$250.00	\$150.00	\$300.00
46	Reflectorized Painted Pavement Marking - 12" Stop Bar	LF	27	\$4.00	\$108.00	\$115.00	\$3,105.00	\$4.20	\$113.40	\$4.60	\$124.20
47a	Traffic Signs (Stop, Ped, ADA Van)	EA	6	\$300.00	\$1,800.00	\$700.00	\$4,200.00	\$425.00	\$2,550.00	\$450.00	\$2,700.00
47b	Steel Rail Wheel Stop (CIP)	EA	38	\$300.00	\$11,400.00	\$700.00	\$26,600.00	\$450.00	\$17,100.00	\$460.00	\$17,480.00
47c	Removable Aluminum Bollard (CIP)	EA	6	\$300.00	\$1,800.00	\$800.00	\$4,800.00	\$1,000.00	\$6,000.00	\$800.00	\$4,800.00
LANDSCAPE MATERIALS											
48	1" Crushed Gravel Mulch, 4" depth	SF	5,765	\$1.50	\$8,647.50	\$3.85	\$22,195.25	\$1.00	\$5,765.00	\$1.75	\$10,088.75
49	3/8" Crusher Fines Mulch, 4" depth	SF	416	\$1.50	\$624.00	\$3.55	\$1,476.80	\$1.00	\$416.00	\$5.00	\$2,080.00
50	Irrigation Sleeving	LS	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00

SUBTOTAL				\$480,174.55		\$978,423.21		\$749,023.80		\$590,053.95
NEW MEXICO GROSS RECEIPTS TAX			8.3958%	\$40,314.49	NMGRT	\$82,146.46	NMGRT	\$62,886.54	NMGRT	\$49,539.75
TOTAL				\$520,489.04	TOTAL	\$1,060,569.67	TOTAL	\$811,910.34	TOTAL	\$639,593.70

BID Alternate #1

Remove existing median and patch pavement at east end of Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
DEMOLITION											
51	Clearing & Grubbing	SY	60	\$10.00	\$600.00	\$2.12	\$127.20	\$5.00	\$300.00	\$30.00	\$1,800.00
52	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	28	\$3.00	\$84.00	\$27.16	\$760.48	\$27.00	\$756.00	\$50.00	\$1,400.00
53	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	98	\$7.50	\$735.00	\$20.00	\$1,960.00	\$6.00	\$588.00	\$50.00	\$4,900.00
54	Sawcut AC Pavement, 6" thickness or less, complete	LF	116	\$2.50	\$290.00	\$10.00	\$1,160.00	\$6.00	\$696.00	\$5.00	\$580.00
SITE CONSTRUCTION											
55	6" Standard Grey Reinforced Concrete Paving, CIP	SY	93	\$55.00	\$5,115.00	\$142.00	\$13,206.00	\$122.00	\$11,346.00	\$100.00	\$9,300.00
				SUBTOTAL	\$6,824.00	SUBTOTAL	\$17,213.68	SUBTOTAL	\$13,686.00	SUBTOTAL	\$17,980.00
				NEW MEXICO GROSS RECEIPTS TAX	8.3958% \$572.93	NMGRT	\$1,445.23	NMGRT	\$1,149.05	NMGRT	\$1,509.56
				TOTAL	\$7,396.93	TOTAL	\$18,658.91	TOTAL	\$14,835.05	TOTAL	\$19,489.56

BID Alternate #2

Planting medians at north and south edges at Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
DEMOLITION											
56	Clearing & Grubbing	SY	43	\$10.00	\$430.00	\$4.23	\$236.88	\$5.00	\$215.00	\$30.00	\$1,290.00
57	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	150	\$3.00	\$450.00	\$27.16	\$1,548.12	\$27.00	\$4,050.00	\$50.00	\$7,500.00
58	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	41	\$7.50	\$307.50	\$7.35	\$426.30	\$6.00	\$246.00	\$50.00	\$2,050.00
59	Sawcut AC Pavement, 6" thickness or less, complete	LF	214	\$2.50	\$535.00	\$7.94	\$468.46	\$6.00	\$1,284.00	\$5.00	\$1,070.00
SITE CONSTRUCTION											
60	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	211	\$22.00	\$4,642.00	\$36.43	\$2,185.80	\$49.50	\$10,444.50	\$45.00	\$9,495.00
61	6" Standard Grey Reinforced Concrete Paving, CIP	SY	13	\$55.00	\$715.00	\$95.00	\$5,795.00	\$122.00	\$1,586.00	\$200.00	\$2,600.00
				SUBTOTAL	\$7,079.50	SUBTOTAL	\$10,660.56	SUBTOTAL	\$17,825.50	SUBTOTAL	\$24,005.00
				NEW MEXICO GROSS RECEIPTS TAX	8.3958% \$594.38	NMGRT	\$895.04	NMGRT	\$1,496.59	NMGRT	\$2,015.41
				TOTAL	\$7,673.88	TOTAL	\$11,555.60	TOTAL	\$19,322.09	TOTAL	\$26,020.41

BID Alternate #3

Reclaimed water line connection from Lincoln Park

ITEM #	ITEM	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
GENERAL											
62	Mobilization / Demobilization	LS	1	\$6,000.00	\$6,000.00	\$32,900.00	\$32,900.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
63	Construction Staking	LS	1	\$1,000.00	\$1,000.00	\$2,900.00	\$2,900.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00
64	Traffic Control/Barricading	LS	1	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00

DEMOLITION

65	Existing Pavement, Asphalt Concrete, remove & dispose, complete	LF	690	\$3.00	\$2,070.00	\$24.25	\$16,732.50	\$27.00	\$18,630.00	\$10.00	\$6,900.00
66	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,380	\$2.50	\$3,450.00	\$8.00	\$11,040.00	\$6.00	\$8,280.00	\$1.00	\$1,380.00
67	Boring below Grand Ave	LF	100			\$750.00	\$75,000.00	\$400.00	\$40,000.00	\$100.00	\$10,000.00

SITE CONSTRUCTION

68	3" Sched. 40 PVC Reclaimed water line Pipe and fittings, CIP	LF	790	\$3.00	\$2,370.00	\$14.00	\$11,060.00	\$15.00	\$11,850.00	\$20.00	\$15,800.00
69	Trenching backfill and compaction	LF	790	\$4.00	\$3,160.00	\$5.00	\$3,950.00	\$30.00	\$23,700.00	\$20.00	\$15,800.00
70	2" Thickness Asphalt Concrete Patch, CIP	LF	790	\$3.00	\$2,370.00	\$30.00	\$23,700.00	\$65.00	\$51,350.00	\$13.00	\$10,270.00

SUBTOTAL

\$23,420.00

SUBTOTAL

\$185,782.50

SUBTOTAL

\$160,810.00

SUBTOTAL

\$76,650.00

NEW MEXICO GROSS RECEIPTS TAX

8.3958%

\$1,966.30

NMGRT

\$15,597.93

NMGRT

\$13,501.29

NMGRT

\$6,435.38

TOTAL

\$25,386.30

TOTAL

\$201,380.43

TOTAL

\$174,311.29

TOTAL

\$83,085.38

GRAND TOTAL (INCL ADD ALTS) W/O GRT

\$517,498.05

\$1,192,079.95

\$941,345.30

\$708,688.95

Taxes

\$43,448.10

\$100,084.65

\$79,033.47

\$59,500.11

GRAND TOTAL (INCL ADD ALTS) W GRT

\$560,946.15

\$1,292,164.60

\$1,020,378.77

\$768,189.06

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

RECEIVED
NOV 28 2021

CITY OF LAS VEGAS
PURCHASING DEPT.

2 copies
MS

KNOW ALL MEN BY THESE PRESENTS, that we FRANKEN CONSTRUCTION COMPANY, INC.
1025 Douglas Avenue, Las Vegas, New Mexico 87701

as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA, 4100 Osuna NE, Suite 2-203, Albuquerque, New Mexico 87109

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

1700 N Grande Ave., Las Vegas, New Mexico

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

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

Dollars (\$),

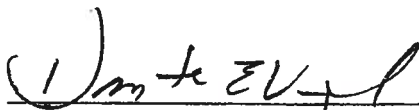
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

GREAT BLOCKS ON RAILROAD PHASE 1

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.

Signed and sealed this 23RD day of NOVEMBER 2021


(Witness)

FRANKEN CONSTRUCTION COMPANY, INC.


(Principal) (Seal)
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA


(Witness)


(Surety) (Seal)
DEAN E. VIGIL (Title) ATTORNEY-IN-FACT

AGENT'S AFFIDAVIT



THIS FORM MUST
BE USED BY
SURETY

(To be filled in by Agent)

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

DEAN E. VIGIL, being first duly sworn, deposes and says that he /
she is the duly appointed agent for TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA and is
licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify the State of New Mexico in
connection with the construction of GREAT BLOCKS ON RAILROAD PHASE 1 dated the
23RD day of NOVEMBER 20 21, executed by FRANKEN CONSTRUCTION COMPANY, INC.

TRAVELERS CASUALTY AND SURETY
Contractor, as principal, and COMPANY OF AMERICA, as surety, signed by this Deponent; and
Deponent further states that said bond was written, signed, and delivered by him/her; that the premium on
the same has been or will be collected by him/her; and that the full commission thereon has been or will be
retained by him/her.

DEAN E. VIGIL

Subscribed and sworn to before me, a notary public in and for the County of, BERNALILLO, this
23RD day of NOVEMBER, 2021.



OFFICIAL SEAL
Muriel Bray
NOTARY PUBLIC-STATE OF NEW MEXICO
MY COMMISSION EXPIRES 12/22/24

Notary Public

My Commission Expires: 12/22/24

AGENT'S ADDRESS: 4100 Osuna NE, Suite 2-203

Albuquerque, New Mexico 87109



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dean E. Vigil, of Albuquerque, New Mexico**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this, 23RD day of NOVEMBER, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

BID FORM

Invitation No: _____

Project: Great Blocks on Mainstreet Phase 1

Project No: 2021-20 21-2 2

Date: June 23, 2021 11-23-21

This Bid is submitted to:

[CITY OF LAS VEGAS
CITY COUNCIL CHAMBERS
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701]

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u>1</u>	Date <u>6/9/21</u>	No. <u>1</u>	Date <u>11-10-21</u>	4 = <u>11-16-21</u>
No. <u>2</u>	Date <u>6/22/21</u>	No. <u>2</u>	Date <u>6-22-21</u>	5 = <u>11-18-21</u>
No. <u>2</u>	Date <u>10-22-21</u>	No. <u>3</u>	Date <u>11-16-21</u>	6 = <u>11-18-21</u>
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to the Bidder.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
 - G. It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest Base Bid plus all or any combination of Deductive and Additive Bid Alternates selected by the owner resulting in an overall low Bid provided the Bid has been submitted in accordance with the requirements of the Bid Documents.

Unit Price Bid Proposal

Project Name:
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

1. The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGR). These unit prices plus NMGR are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimated and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Unit Prices

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
GENERAL					
1	Mobilization / Demobilization	LS	1	138,553	138,553
2	Construction Staking	LS	1	17,816	17,816
3	Project Construction Sign, CIP	EA	2	696.00	1,392
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000	10,000
5	Traffic Control/Barricading	LS	1	11,312	11,312
DEMOLITION					
6	Clearing & Grubbing	SY	114	4.00	456.00
7	Tree removal, < 6" DBH	EA	8	3800	30,400
8	Excavate & stockpile unclassified material (24" depth)	LS	1	1,390	1,390
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1	1,390	1,390
10	Removal/Modification of Existing Drainage Structures	LS	1	1,500.00	1,500.00
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667	30.00	50,010.00
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001	10.00	10,010.00
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060	8.50	9,010
14	Existing Lightpole / utility box, remove & dispose, complete	EA	7	550.00	3,850
15	Existing Lightpole base, remove & dispose, complete	EA	7	660.00	4,620
SITE CONSTRUCTION					
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135	60.00	8,100
17	12" Slotted Drain Pipe, CIP	LF	35	70.00	2,450
18	Median Drop Inlet, CIP	EA	1	9,146	9,146
19	Concrete Junction Box with Precast Lid, CIP	EA	2	6,000	12,000

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
20	Catch Basin, Type "C", Single Grate, CIP	EA	5	8,500	42,500
21	Catch Basin, Type "D", Single Grate, CIP	EA	1	8,500	8,500
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2	300 ⁰⁰	600 ⁰⁰
23	New jbox For future gate install (with pigmented concrete collar)	EA	2	3200 ⁰⁰	6400 ⁰⁰
24	New Electrical Connection/ Power Riser, complete	LS	1	9,350	9,350
25	Light Pole Base, Complete	EA	14	1260 ⁰⁰	16,800
26	Light Pole and Fixture, Complete	EA	14	4,840	67,760
27	Duplex Receptacle on Light pole	EA	14	440	6,160
28a	Wiring, Conduit, connections and Jbox install, Complete	EA	14	1,430	20,020
28b	Stubout for future irrigation. Wiring, Conduit, connections and Jbox install, Complete	EA	2	2,860	5,720
29	Trenching backfill and compaction for electrical conduits	LF	833	10 ⁰⁰	8,330
30	6" Reinforced Concrete Valley Gutter	SY	109	167 ⁰⁰	18,203
31	Grading/Shaping, less than 2' depth, compl.	SY	987	15 ⁰⁰	14,805
32	Subgrade Prep. 12" at 95% compaction	SY	2,125	1.70	3613
33	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	138	1.65	1,035
34	Prime Coat, emulsified asphalt, CIP	SY	138	8.00	1,104
35	Tack Coat, cationic emulsified asphalt, CIP	SY	138	12 ⁰⁰	1,656
36a	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	138	16.56	2,285
36b	2" Thickness Asphalt Concrete Patch, CIP	LF	900	20 ⁰⁰	18,000
37	6" Pigmented Reinforced Concrete Paving, CIP	SY	267	240 ⁰⁰	64,080
38	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,351	160 ⁰⁰	216,160
39	Standard Concrete Roll Curb and Gutter 8" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	676	48 ⁰⁰	32,448
40	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	394	43 ⁰⁰	16,942
41	6" x 18" Concrete Retaining Curb	LF	208	35 ⁰⁰	7,280
42	Reflectorized Painted Pavement Stripe 4" yellow (center stripe)	LF	70	2 ⁰⁰	140 ⁰⁰
43	Reflectorized Painted Pavement Stripe 6" white (cross walk)	LF	236	1.20	283 ⁰⁰
44	Reflectorized Painted Pavement Stripe 4" white (parking, ADA aisle)	LF	1,190	1.20	1,428 ⁰⁰
45	Reflectorized Painted Pavement Marking - ADA symbol	EA	2	173 ⁰⁰	346 ⁰⁰
46	Reflectorized Painted Pavement Marking - 12" Stop Bar	LF	27	115 ⁰⁰	3,105 ⁰⁰
47a	Traffic Signs (Stop, Ped, ADA Van)	EA	6	700 ⁰⁰	4,200
47b	Steel Rail Wheel Stop (CIP)	EA	38	700 ⁰⁰	26,600
47c	Removable Aluminum Bollard (CIP)	EA	6	800 ⁰⁰	4,800
LANDSCAPE MATERIALS					
48	1" Crushed Gravel Mulch, 4" depth	SF	5,765	3.85	22,195
49	3/8" Crusher Fines Mulch, 4" depth	SF	416	3.55	1,477
50	Irrigation Sleeving	LS	1	15,000	15,000

Base Bid Subtotal - Bid Items No. 1 through 50

\$ 992,722⁰⁰

New Mexico Gross Receipts Tax (NMGR) at 8.3858%

\$ 83,346⁹⁵

BASE BID - total of Bid Items 1 through 49, plus NMGR

\$ 1,076,068.95

one million seventy six, sixty eight + 95/100 Dollars (amount written out)

BID Alternate #1 - Remove existing median and patch pavement at east end of Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	DEMOLITION				
51	Clearing & Grubbing	SY	60	2.12	127 ²⁰
51	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	28	27.16	760 ⁴⁸
52	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	98	20 ⁰⁰	1,960
53	Sawcut AC Pavement, 6" thickness or less, complete	LF	116	10 ⁰⁰	1,160
	SITE CONSTRUCTION				
54	6" Standard Grey Reinforced Concrete Paving, CIP	SY	93	142 ⁰⁰	13206

Bid Alternate #1 Subtotal - Bid Items No. 51 through 54

\$ 17,213.68

New Mexico Gross Receipts Tax (NMGR) at 8.3858%

\$ 1,445²³

BID ALTERNATE - total of Bid Items 50 through 54, plus NMGR

\$ 18,658⁹¹

Eighteen thousand, six hundred fifty eight + 91/100 Dollars (amount written out)

BID Alternate #2- Planting medians at north and south edges at Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	DEMOLITION				
56	Clearing & Grubbing	SY	43	4.23	181.89
57	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	150	27.16	4074 ⁰²
58	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	41	7.35	301.52
59	Sawcut AC Pavement, 6" thickness or less, complete	LF	214	7.94	1,699 ³⁸
	SITE CONSTRUCTION				
60	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	211	36.43	7,686.93
61	6" Standard Grey Reinforced Concrete Paving, CIP	SY	13		

Bid Alternate #2 Subtotal - Bid Items No. 56 through 61

\$ 15,988.63

New Mexico Gross Receipts Tax (NMGR) at 8.3858%

\$ 1,342.37

BID ALTERNATE #2 - total of Bid Items 56 through 61, plus NMGR

\$ 17,331⁰⁰

seventeen thousand three hundred thirty one Dollars (amount written out)

BID Alternate #3- Reclaimed water line connection from Lincoln Park

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
62	Mobilization / Demobilization	LS	1	32,900	32,900
63	Construction Staking	LS	1	2,900	2,900
64	Traffic Control/Barricading	LS	1	8,500	8,500
	DEMOLITION				
65	Existing Pavement, Asphalt Concrete, remove & dispose, complete	LF	690	24.25	17,000
66	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,380	8	11,040
67	Boring below Grand Ave	LF	100	750	75,000
	SITE CONSTRUCTION				
68	3" Sched. 40 PVC Reclaimed water line Pipe and fittings, CIP	LF	790	14	11,060
69	Trenching backfill and compaction	LF	790	5	3,950
70	2" Thickness Asphalt Concrete Patch, CIP	LF	790	30	23,700

Bid Alternate #3 Subtotal - Bid Items No. 62 through 70

\$ 186,050

New Mexico Gross Receipts Tax (NMGRIT) at 8.3858%

\$ 15,620³⁹

BID ALTERNATE #3 – total of Bid Items 62 through 70, plus NMGRIT \$ 201,670³⁹

Two hundred one thousand, six hundred seventy Dollars (amount written out)
+ 39/100

5. The Bidder agrees that:

- A. The work to be performed under the Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion shall be for Base Bid, achieved not later than one hundred twenty (120) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
- B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of "Five Hundred Dollars (\$500.00) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
- D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

- A. Bid Security
- B. Subcontractors Listing
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificate of Bidder Regarding Equal Employment Opportunity
- E. Certificate of Non-Segregated Facilities

If any of the above requirements have not been met, the bid will be considered to be non-responsive.

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: FRANKEN CONSTRUCTION CO INC
(Corporation Name)

NEW MEXICO
(State of Incorporation)

By: PHILIP MARTINEZ
(Name of person authorized to sign)

Vice President
(Title)

If a New Mexico Corporation:



3160251
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest: [Signature]

(Secretary)

Business address: 1025 DOUGLAS AVENUE, LAS VEGAS 87701
Telephone: 505 425 7578

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: 7750 Classification: G-398

NM Taxation and Revenue CRS No.: 01-079615000

→ City of Las Vegas Business Registration No.: 0782

→ NM Resident Preference Number (if applicable): 60903855408

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

BIDDER INFORMATION

OFFEROR:

AUTHORIZED AGENT: Franken Construction Company, Inc.

ADDRESS: 1025 Douglas Avenue Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7578

FAX NUMBER (505) 454-1394

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: L0903855408

NEW MEXICO CONTRACTORS LICENSE NO.: 7750

BID ITEM (S): **GREAT BLOCKS ON MAINSTREET**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

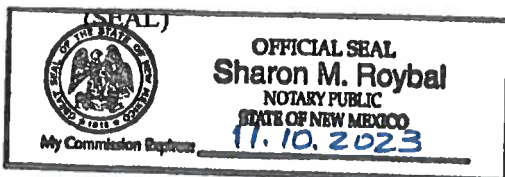
COUNTY OF San Miguel }

} ss

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

[Signature]
Signature

Subscribed and sworn to before me, this 23rd day of June, 2021.



[Signature]
Notary Public Signature

My Commission Expires: 11/10/2023

STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

Bid 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: June 23, 2021; 2:00 p.m.; 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 June 23, 2021. 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.

BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third-degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include that it is a fourthdegree 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 Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0374143
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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 01-079615-000

The work designated as CITY OF LAS VEGAS CIP PROJECT #2021-20 GREAT BLOCKS ON RAILROAD PHASE I, and consists of, but is not limited to; the construction and installation of drainage structures, miscellaneous drainage improvements, grading, selective roadway restoration including asphalt and re-striping, including construction of concrete curb and gutters, sidewalks, landscape gravel, and pedestrian lighting including new meter and panel, and other work as described in the project construction documents and specifications.

Contractor shall be responsible for verifications of all measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

(All prices listed below are for a complete installed product and include all labor, materials, equipment, bonding, insurance, etc.)

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: Franken Construction Company, Inc.
(Corporation Name)

New Mexico
(State of Incorporation)

By: Phillip Martinez
(Name of person authorized to sign)

V-President
(Title)

If a New Mexico Corporation:

3160751
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest:


(Secretary)

Business address: 1025 Douglas Avenue Las Vegas, NM 87701

Telephone: 505-425-7578

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: 7750 Classification: GB98, GA01, GA98, GA03, GF02, GA02, GA04, GA05

NM Taxation and Revenue CRS No.: 01-079615-000

City of Las Vegas Business Registration No.: 0782

NM Resident Preference Number (if applicable): L0903855408

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

LOCAL PREFERENCE CERTIFICATION FORM

BID/PROPOSAL NUMBER: '10/41/B

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: Franken Construction Company, Inc.

Business License Number: 7750 (Attach copy of business license.)

Business Location (In San Miguel County:)

Address: 1025 Douglas Avenue

City: Las Vegas, NM

Zip Code: 87701

County: San Miguel

Business Type:

- ☒ Corporation – Indicate state of incorporation New Mexico
☐ Partnership – Indicate “general” or “limited” _____
☐ Sole proprietorship _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: [Signature] Authorized Representative: Phillip Martinez

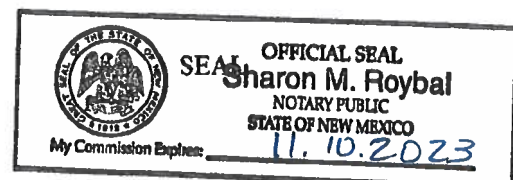
Title: V-President Print Name: June 23, 2021
Date: June 23, 2021

Subscribed and sworn before me by Phillip Martinez this 23rd, day of June, 2021

My commission expires: 11/10/2023

[Signature]

Notary Public



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Section 00450

STATE OF New Mexico)
COUNTY OF San Miguel) ss.

Phillip Martinez

, being first duly sworn, deposes and says that:

- 1) He is the V-President of Franken Construction Company, Inc., the Bidder that has submitted and attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Las Vegas, or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Title: V-President

November

Subscribed and sworn to before me this 23rd day of June, 2021.

[Signature]
Notary Public

My Commission expires: 11/10/2023



OFFICIAL SEAL
Sharon M. Roybal
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 11.10.2023

CERTIFICATION OF NONSEGREGATED FACILITIES

Section 00460

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

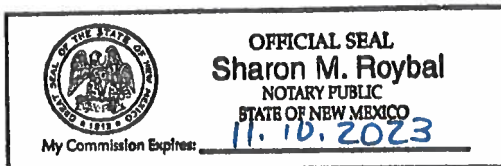
By: [Signature]

Title: V-President

Subscribed and sworn to before me this 23rd day of November, 2021.

[Signature: Sharon M. Roybal]
Notary Public

My Commission expires: 11/10/2023



CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 00470

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Franken Construction Company, Inc.

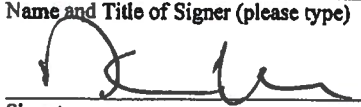
Address: 1025 Douglas Avenue
Las Vegas, NM 87701

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.
 X Yes No
2. Compliance reports were required to be filed in connection with such Contract or subcontract.
 Yes X No

Certification - The information above is true and complete to the best of my knowledge and belief.

Phillip Martinez, V-President

Name and Title of Signer (please type)


Signature

11-23-21
June 23, 2021

Date

Name(s) of Applicable Public Official(s) if any: (Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.



Signature

11-23
June 23, 2021

V-President

Title (Position)

LOCAL PREFERENCE CERTIFICATION FORM

BID/PROPOSAL NUMBER: '10/41/B

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: Franken construction co Inc

Business License Number: 7750 (Attach copy of business license.)

Business Location (In San Miguel County:)

Address: 1025 DOUGLAS AVE

City: CAS VEGAS, NM

Zip Code: 87701

County: SAN MIGUEL

Business Type:

- ☒ Corporation – Indicate state of incorporation NM
☐ Partnership – Indicate “general” or “limited” _____
☐ Sole proprietorship _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: [Signature] Authorized Representative: PHILLIP MARTINEZ
Print Name

Title: Vice President Date: 11-23-21

Subscribed and sworn before me by Phillip Martinez this 23rd day of Nov., 2021

My commission expires: 11. 10. 2023 Sharon M. Roybal

Notary Public



STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS Section 00440

(To be submitted by the Bidder only upon the specific request of the Owner.) - N/A

Instructions: All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired.

1. Name of Bidder: Flanker Construction Co Inc
2. Permanent main office address: 1025 DOUGLAS AVE, LAS VEGAS
NM 87701
3. When organized: 1947
4. If a corporation, where incorporated: NEW MEXICO
5. How many years have you been engaged in the contracting business under your present firm or trade name? 75
6. Contracts on hand (schedule these, showing amount of each Contract and the appropriate anticipated dates of completion):
10,000 - SUMMER 2022
7. General character of work performed by your company: ALL GEBB, & ASPHALT
& PAVING
8. Have you ever failed to complete any work awarded to you? NO
If so, where and why? _____
9. Have you ever defaulted on a contract? NO
If so, where and why? _____
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:
LUCAS LOS NIÑOS 11,000,000
WLV PARKING lots 180,000
11. List your major equipment available for this contract:
ALL Heavy Equipment
12. Experience in construction work similar in importance to this project: SF COMM college
WLV PARKING lots

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the labor and industrial division of the labor department.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
-------	------	---------	------------	-----------	-----------------------------------	---

Electric Electric Horseman 0023060201108162

Concrete GC

Paving GC

Utilities GC

→ Landscape Parsons + Landscape General Contractors

Curb + Gutter GC

Demolition GC

Name(s) of Applicable Public Official(s) if any: (Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By:

Relation to Prospective Contractor:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

13. Background and experience of the principal members of your organization, including the officers: Jim Fraker
Steve Fraker Larry Fraker

14. Credit Available: 20,000,000

15. Give bank reference: Community First

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes

17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder Qualifications

Dated at 11-23-21

this _____ day of _____, 20____.

Bidder
By: _____
Title: _____

STATE OF NEW MEXICO)
COUNTY OF)ss)

_____, being duly sworn, deposes and
says that he is _____ of

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public

My Commission expires: _____



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Section 00450

STATE OF

COUNTY OF

) New Mexico
) ss.
) San Miguel

PHILIP MARTINEZ

, being first duly sworn, deposes and says that:

- 1) He is the Vice President of Franklin Construction
the Bidder that has submitted and attached Bid; COEN
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Las Vegas, or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By:

Title:

[Signature]
Vice President

Subscribed and sworn to before me this

23rd

day of

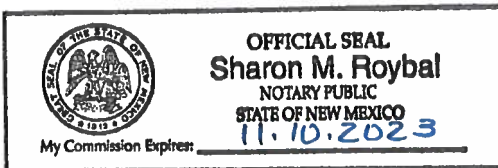
NOV.

, 2021

Notary Public

My Commission expires:

11.10.2023



CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 00470

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Fletcher Construction CO Inc

Address: 1025 Douglas Ave
Las Vegas, NM 87701

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

X Yes No

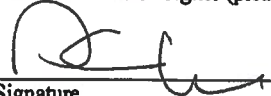
2. Compliance reports were required to be filed in connection with such Contract or subcontract.

X Yes No

Certification - The information above is true and complete to the best of my knowledge and belief.

Philip J Martinez Vice President

Name and Title of Signer (please type)



Signature

11-23-21

Date

CERTIFICATION OF NONSEGREGATED FACILITIES

Section 00460

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: VICE PRESIDENT

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

Notary Public

My Commission expires: _____

BIDDER INFORMATION

OFFEROR:

AUTHORIZED AGENT: Phillip Martinez

ADDRESS: 1025 Douglas Ave 87701

TELEPHONE NUMBER 505 425 7578

FAX NUMBER () 505 454 1394

DELIVERY: HAND

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: 7750

BID ITEM (S): **RE-BID GREAT BLOCKS ON MAINSTREET**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF San Miguel } ss

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

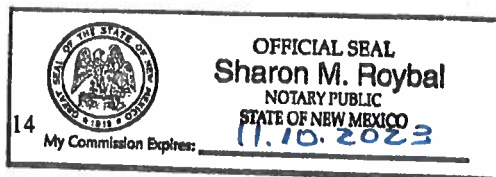
Signature

Subscribed and sworn to before me, this 23rd day of November, 2021.

(SEAL)

Sharon M. Roybal
Notary Public Signature

My Commission Expires: 11.10.2023



BID FORM

Private Construction

CITY OF LAS VEGAS



PROJECT MANUAL

**GREAT BLOCKS ON MAINSTREET, EAST LINCOLN STREET AT
RAILROAD AVE. - PHASE I
REQUEST FOR BIDS**

#2022-17

BIDS DUE:

November 23, 2021

2:00 P.M.

City of Las Vegas

City Council Chambers

1700 North Grand Avenue

Las Vegas, New Mexico 87701

BIDDING / CONTRACT DOCUMENTS

Set # 2 of 5

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Nov 23, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

RE-BID GREATBLOCKS ON MAINSTREET

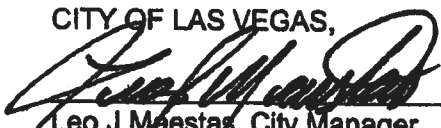
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: Sites Southwest, 121 Tijeras NE, Ste. 3100 Albuquerque, NM 87102 phone 505-822-8200

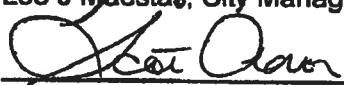
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or www.lasvegasnm.gov

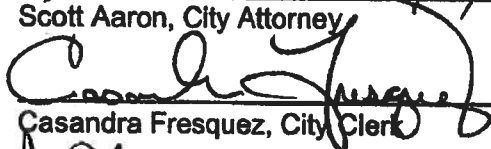
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **RE-BID GREATBLOCKS ON MAINSTREET** Opening No. 2022-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

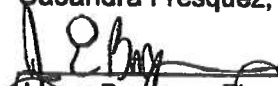
The City of Las Vegas reserves the right to reject any/or all bids submitted.

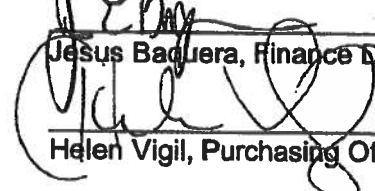
CITY OF LAS VEGAS,


Leo J Maestas, City Manager


Scott Aaron, City Attorney


Casandra Fresquez, City Clerk


Jesus Baduera, Finance Director


Helen Vigil, Purchasing Officer

Opening No. 2022-17
Published: LAS VEGAS OPTIC
ALBUQUERQUE JOURNAL
www.lasvegasnm.gov

Date Issued: 10/25/2021
10/29/2021
10/29/2021
10/29/2021

BIDDER INFORMATION

OFFEROR:

AUTHORIZED AGENT: Pacheco Construction Trucking

ADDRESS: 3638 Route 66 Tuc. N.M. 88401

TELEPHONE NUMBER 575 461-4811

FAX NUMBER 575 461-3625

DELIVERY: P.O. Box 1405

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: N/A

BID ITEM (S): **RE-BID GREAT BLOCKS ON MAINSTREET**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

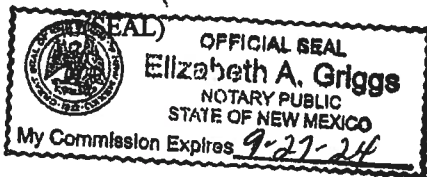
STATE OF New Mexico }

COUNTY OF Quay } ss

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

[Signature]
Signature

Subscribed and sworn to before me, this 22nd day of November, 2021.



[Signature]
Notary Public Signature

My Commission Expires: 9-27-2024

STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

Bid 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: Nov 23, 2021; 2:00 p.m.; 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 2022-17, 2021. 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.

BRIBERY AND KICKBACK

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third-degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include that it is a fourthdegree 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 Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0459644
SOCIAL SECURITY NUMBER: 585-892357

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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 002447820120511

BID FORM

Invitation No:

2022-17

Project:

GREATBLOCKSON MAIN STREET

Project No:

2022-17

Date:

11/23/21

This Bid is submitted to:

[CITY OF LAS VEGAS
CITY COUNCIL CHAMBERS
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701]

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u># 1</u>	Date <u>NOV 10-21</u>	No. <u># 4</u>	Date <u>NOV 16-21</u>
No. <u># 2</u>	Date <u>JUNE 22-21</u>	No. <u># 5</u>	Date <u>NOV 18-21</u>
No. <u># 3</u>	Date <u>NOV 16-21</u>	No. <u># 6</u>	Date <u>NOV 18-21</u>

B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.

E. The Bidder has given the Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to the Bidder.

F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

G. It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest Base Bid plus all or any combination of Deductive and Additive Bid Alternates selected by the owner resulting in an overall low Bid provided the Bid has been submitted in accordance with the requirements of the Bid Documents.

The work designated as CITY OF LAS VEGAS CIP PROJECT #2021-20 GREAT BLOCKS ON RAILROAD PHASE I, and consists of, but is not limited to; the construction and installation of drainage structures, miscellaneous drainage improvements, grading, selective roadway restoration including asphalt and re-striping, including construction of concrete curb and gutters, sidewalks, landscape gravel, and pedestrian lighting including new meter and panel, and other work as described in the project construction documents and specifications.

Contractor shall be responsible for verifications of all measurements and dimensions for bidding.

Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

(All prices listed below are for a complete installed product and include all labor, materials, equipment, bonding, insurance, etc.)

Unit Price Bid Proposal

Project Name:
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

- The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGRT). These unit prices plus NMGRT are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimated and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Unit Prices

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
1	Mobilization / Demobilization	LS	1	25,000 ⁰⁰	25,000 ⁰⁰
2	Construction Staking	LS	1	44,000 ⁰⁰	44,000 ⁰⁰
3	Project Construction Sign, CIP	EA	2	750 ⁰⁰	1,500 ⁰⁰
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000	10,000 ⁰⁰
5	Traffic Control/Barricading	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
	DEMOLITION				
6	Clearing & Grubbing	SY	114	25 ⁰⁰	2,850 ⁰⁰
7	Tree removal, < 6" DBH	EA	8	250 ⁰⁰	2,000 ⁰⁰
8	Excavate & stockpile unclassified material (24" depth)	LS	1	2,000 ⁰⁰	2,000 ⁰⁰
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1	2,000 ⁰⁰	2,000 ⁰⁰
10	Removal/Modification of Existing Drainage Structures	LS	1	2,000 ⁰⁰	2,000 ⁰⁰
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667	3 ⁰⁰	5,001 ⁰⁰
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001	10 ⁰⁰	10,010 ⁰⁰
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060	1.00	1,060 ⁰⁰
14	Existing Lightpole / utility box, remove & dispose, complete	EA	7	700 ⁰⁰	4,900 ⁰⁰
15	Existing Lightpole base, remove & dispose, complete	EA	7	500 ⁰⁰	3,500 ⁰⁰
	SITE CONSTRUCTION				
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135	45 ⁰⁰	6,075 ⁰⁰
17	12" Slotted Drain Pipe, CIP	LF	35	145 ⁰⁰	5,075 ⁰⁰
18	Median Drop Inlet, CIP	EA	1	15,000 ⁰⁰	15,000 ⁰⁰
19	Concrete Junction Box with Precast Lid, CIP	EA	2	10,000 ⁰⁰	20,000 ⁰⁰

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
20	Catch Basin, Type "C", Single Grate, CIP	EA	5	15,000 ⁰⁰	75,000 ⁰⁰
21	Catch Basin, Type "D", Single Grate, CIP	EA	1	15,000 ⁰⁰	15,000 ⁰⁰
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2	800 ⁰⁰	1,600 ⁰⁰
23	New jbox For future gate install (with pigmented concrete collar)	EA	2	1,500 ⁰⁰	3,000 ⁰⁰
24	New Electrical Connection/ Power Riser, complete	LS	1	8,500 ⁰⁰	8,500 ⁰⁰
25	Light Pole Base, Complete	EA	14	1,000 ⁰⁰	14,000 ⁰⁰
26	Light Pole and Fixture, Complete	EA	14	3,000 ⁰⁰	42,000 ⁰⁰
27	Duplex Receptacle on Light pole	EA	14	300 ⁰⁰	4,200 ⁰⁰
28a	Wiring, Conduit, connections and Jbox install, Complete	EA	14	900 ⁰⁰	12,600 ⁰⁰
28b	Stubout for future irrigation. Wiring, Conduit, connections and Jbox install, Complete	EA	2	1,250 ⁰⁰	2,500 ⁰⁰
29	Trenching backfill and compaction for electrical conduits	LF	833	12. ⁰⁰	9,996 ⁰⁰
30	6" Reinforced Concrete Valley Gutter	SY	109	55 ⁰⁰	5,995 ⁰⁰
31	Grading/Shaping , less than 2' depth, compl.	SY	987	5 ⁰⁰	4,935 ⁰⁰
32	Subgrade Prep. 12" at 95% compaction	SY	2,125	2 ⁰⁰	4,250 ⁰⁰
33	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	138	25 ⁰⁰	4,830 ⁰⁰
34	Prime Coat, emulsified asphalt, CIP	SY	138	5 ⁰⁰	690 ⁰⁰
35	Tack Coat, cationic emulsified asphalt, CIP	SY	138	5 ⁰⁰	690 ⁰⁰
36a	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	138	28 ⁰⁰	3,864 ⁰⁰
36b	2" Thickness Asphalt Concrete Patch, CIP	LF	900	3.5 ⁰⁰	3,150 ⁰⁰
37	6" Pigmented Reinforced Concrete Paving, CIP	SY	267	85 ⁰⁰	22,695 ⁰⁰
38	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,351	55 ⁰⁰	74,305 ⁰⁰
39	Standard Concrete Roll Curb and Gutter 8" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	676	42 ⁰⁰	28,392 ⁰⁰
40	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	394	43 ⁰⁰	16,942 ⁰⁰
41	6" x 18" Concrete Retaining Curb	LF	208	65 ⁰⁰	13,520 ⁰⁰
42	Reflectorized Painted Pavement Stripe 4" yellow (center stripe)	LF	70	5 ⁰⁰	350 ⁰⁰
43	Reflectorized Painted Pavement Stripe 6" white (cross walk)	LF	236	2.25 ⁰⁰	531 ⁰⁰
44	Reflectorized Painted Pavement Stripe 4" white (parking, ADA aisle)	LF	1,190	25 ⁰⁰	2,975 ⁰⁰
45	Reflectorized Painted Pavement Marking - ADA symbol	EA	2	150 ⁰⁰	300 ⁰⁰
46	Reflectorized Painted Pavement Marking - 12" Stop Bar	LF	27	46 ⁰⁰	1,242 ⁰⁰
47a	Traffic Signs (Stop, Ped, ADA Van)	EA	6	450 ⁰⁰	2,700 ⁰⁰
47b	Steel Rail Wheel Stop (CIP)	EA	38	460 ⁰⁰	17,480 ⁰⁰
47c	Removable Aluminum Bollard (CIP)	EA	6	800 ⁰⁰	4,800 ⁰⁰
LANDSCAPE MATERIALS					
48	1" Crushed Gravel Mulch, 4" depth	SF	5,765	1.75 ⁰⁰	10,088 ⁷⁵
49	3/8" Crusher Fines Mulch, 4" depth	SF	416	5 ⁰⁰	2,080 ⁰⁰
50	Irrigation Sleeving	LS	1	4,000 ⁰⁰	4,000 ⁰⁰

Base Bid Subtotal - Bid Items No. 1 through 50

\$ 590,053⁹⁵

New Mexico Gross Receipts Tax (NMGR) at 8.3858%

\$ 49,480⁷⁴

BASE BID - total of Bid Items 1 through 49, plus NMGR

\$ 639,534⁶⁹

six hundred thirty nine thousand six hundred thirty four and ^{sixty nine} Dollars (amount written out)

BID Alternate #1 - Remove existing median and patch pavement at east end of Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
DEMOLITION					
51	Clearing & Grubbing	SY	60	30 ⁰⁰	1,800 ⁰⁰
51	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	28	50 ⁰⁰	1,400 ⁰⁰
52	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	98	50 ⁰⁰	4,900 ⁰⁰
53	Sawcut AC Pavement, 6" thickness or less, complete	LF	116	5 ⁰⁰	580 ⁰⁰
SITE CONSTRUCTION					
54	6" Standard Grey Reinforced Concrete Paving, CIP	SY	93	100 ⁰⁰	9,300 ⁰⁰

Bid Alternate #1 Subtotal - Bid Items No. 51 through 54

\$ 17,980⁰⁰

New Mexico Gross Receipts Tax (NMGR) at 8.3858%

\$ 1,507⁷⁷

BID ALTERNATE - total of Bid Items 50 through 54, plus NMGR

\$ 19,487⁷⁷

NINETEEN THOUSAND FOUR hundred Eighty seven ⁷⁷ Dollars (amount written out)

BID Alternate #2- Planting medians at north and south edges at Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
DEMOLITION					
56	Clearing & Grubbing	SY	43	30 ⁰⁰	1,290 ⁰⁰
57	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	150	50 ⁰⁰	7,500 ⁰⁰
58	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	41	50 ⁰⁰	2,050 ⁰⁰
59	Sawcut AC Pavement, 6" thickness or less, complete	LF	214	5 ⁰⁰	1,070 ⁰⁰
SITE CONSTRUCTION					
60	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	211	45 ⁰⁰	9,495 ⁰⁰
61	6" Standard Grey Reinforced Concrete Paving, CIP	SY	13	200 ⁰⁰	2,600 ⁰⁰

Bid Alternate #2 Subtotal - Bid Items No. 56 through 61

\$ 24,005⁰⁰

New Mexico Gross Receipts Tax (NMGR) at 8.3858%

\$ 2,013⁰¹

BID ALTERNATE #2 - total of Bid Items 56 through 61, plus NMGR

\$ 26,018⁰¹

Twenty six THOUSAND Eighteen and ⁰¹ Dollars (amount written out)

BID Alternate #3- Reclaimed water line connection from Lincoln Park

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
62	Mobilization / Demobilization	LS	1	5000 ⁰⁰	5000 ⁰⁰
63	Construction Staking	LS	1	4000 ⁰⁰	4,000 ⁰⁰
64	Traffic Control/Barricading	LS	1	7500 ⁰⁰	7500 ⁰⁰
	DEMOLITION				
65	Existing Pavement, Asphalt Concrete, remove & dispose, complete	LF	690	10 ⁰⁰	6900 ⁰⁰
66	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,380	1 ⁰⁰	1,380 ⁰⁰
67	Boring below Grand Ave	LF	100	100 ⁰⁰	10,000 ⁰⁰
	SITE CONSTRUCTION				
68	3" Sched. 40 PVC Reclaimed water line Pipe and fittings, CIP	LF	790	20 ⁰⁰	15,800 ⁰⁰
69	Trenching backfill and compaction	LF	790	20 ⁰⁰	15,800 ⁰⁰
70	2" Thickness Asphalt Concrete Patch, CIP	LF	790	13 ⁰⁰	10,270 ⁰⁰

Bid Alternate #3 Subtotal - Bid Items No. 62 through 70

\$ 76,650⁰⁰

New Mexico Gross Receipts Tax (NMGRT) at 8.3858%

\$ 6,427⁷²**BID ALTERNATE #3** – total of Bid Items 62 through 70, plus NMGRT \$83,077⁷²

Eighty Three Thousand Seven hundred and 72/100

Dollars (amount written out)

5. The Bidder agrees that:

- A. The work to be performed under the Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion shall be for Base Bid, achieved not later than one hundred twenty (120) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
- B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of "Five Hundred Dollars (\$500.00) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
- D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

- A. Bid Security
- B. Subcontractors Listing
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificate of Bidder Regarding Equal Employment Opportunity
- E. Certificate of Non-Segregated Facilities

If any of the above requirements have not been met, the bid will be considered to be non-responsive.

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business address: _____

Telephone: _____

(SEAL)

C. A CORPORATION

By: Pacheco Construction & Trucking
(Corporation Name)

New Mexico
(State of Incorporation)

By: Tommy Garcia
(Name of person authorized to sign)

Project Estimator
(Title)

If a New Mexico Corporation:

1993708
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest:

(Secretary)

Business address: 3638 ROUTE 66 TUCUMCARI NM 88401

Telephone: 575-461-4811

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: 82807 Classification: GB98, GA01-GA02-GA03

NM Taxation and Revenue CRS No.: 002447820120511

City of Las Vegas Business Registration No.: -

NM Resident Preference Number (if applicable): -

FIVE COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

LOCAL PREFERENCE CERTIFICATION FORM

BID/PROPOSAL NUMBER: '10/41/B

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: N/A

Business License Number: _____ (Attach copy of business license.)

Business Location (In San Miguel County:)

Address: _____

City: _____

Zip Code: _____

County: _____

Business Type:

- ☐ Corporation – Indicate state of incorporation _____
- ☐ Partnership – Indicate “general” or “limited” _____
- ☐ Sole proprietorship _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Authorized Representative: _____

Print Name

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____,

My commission expires: _____

Notary Public

SEAL

November 17, 2021

Pacheco Construction and Trucking, Inc.
3638 Route 66
Tucumcari, NM 88401

Bid Date: November 23, 2021

Owner: City of Las Vegas

Project: RE-BID GREAT BLOCKS ON MAINSTREET, EAST LINCOLN STREET AT RAILROAD
AVE. - PHASE I; RFB # 2021-20, 2022-17; Las Vegas, NM.

Enclosed please find the above captioned bid bond, executed per your request. The bid bond must be executed by an authorized representative of your company with signature and corporate seal (if applicable).

We urge you to check all of the documents enclosed for accuracy, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments required. This will avoid the possibility of having a low bid rejected because of clerical error.

Please verify that the bond form attached is the form required by the specifications.

Thank you and please call me should you have any questions.

NOTE: The bid bond authorization is based upon your original estimate. IF THE ACTUAL BID PRICE EXCEEDS THIS ESTIMATE BY 10% OR MORE, PLEASE CONTACT US FOR ADDITIONAL AUTHORITY!

Your bid results are very important. Please send this information to our office via email to joshua.boruff@hubinternational.com or fax at 866-487-3972 within 24 hours of the bid opening.

Contractors Name

Contract Price

1. _____

2. _____

3. _____

IF YOUR BID IS NOT LISTED ABOVE – WHAT WAS YOUR BID PRICE? \$ _____

COMMENTS: _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Pacheco Construction and Trucking, Inc.

3638 Route 66, Tucumcari, NM 88401

as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc.

P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas

1700 North Grand Ave., Las Vegas, NM 87701

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

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 RE-BID GREAT BLOCKS ON MAINSTREET, EAST LINCOLN

STREET AT RAILROAD AVE. - PHASE I; RFB # 2021-20, 2022-17; Las Vegas, NM.

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 materials 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 17th day of November, 2021

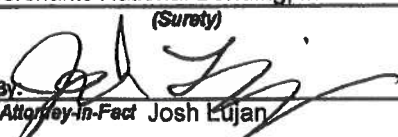

(Witness)

Pacheco Construction and Trucking, Inc.

By:  (Principal)  (Seal)
Pres (Title)


Client Service Agent (Witness)

Merchants National Bonding, Inc.

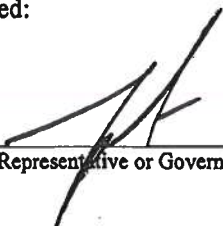
By:  (Surety)  (Seal)
Attorney-In-Fact Josh Lujan (Title)

THIS FORM MUST BE
ATTACHED TO BOND

BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:



Owner's Representative or Governing Authority

DATE: 11/22/21

AGENT'S AFFIDAVIT

(To be filled in by Agent)

Josh Lujan _____ being first duly
sworn deposes and says:
that he is the duly appointed agent for
Merchants National Bonding, Inc.
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New
Mexico in connection with the construction of
RE-BID GREAT BLOCKS ON MAINSTREET, EAST LINCOLN STREET AT RAILROAD AVE. - PHASE I; RFB # 2021-20, 2022-17; Las Vegas, NM.
dated 17th day of November, 2021, executed by
Pacheco Construction and Trucking
contractor, as principal and Merchants National Bonding, Inc., as surety, signed by
this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on
the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.


Josh Lujan, Attorney-in-Fact

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo, this
17th day of November, ~~19~~ 2021.

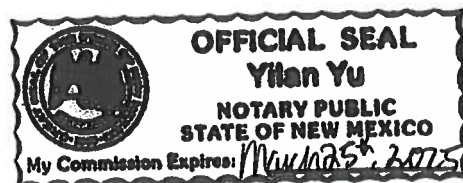
My Commission expires: March 25, 2025

Agent's Address: 6565 Americas Parkway NE, Suite 720

Albuquerque, New Mexico, 87110

Telephone: 505-828-4000

Yilian Yu



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barbara Chavez; David C Mitchie; David Long; Emily Mascarenas; Josh Lujan; Michael Byrd; Michelle Valpando; Robert C Zettel; Robert Machacek; Susan D Martin; Thomas M Padilla

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of March, 2021.



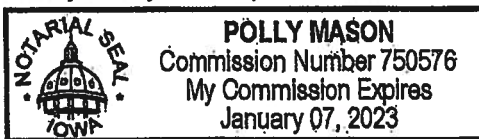
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of November, 2021.



William Warner Jr.

Secretary



PACHCON-03

CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776

HUB International Insurance Services (SOW)
6565 Americas Parkway
Suite 720
Albuquerque, NM 87110

CONTACT NAME: Carrie Butler

PHONE (A/C, No, Ext): (505) 262-9412 9412

FAX (A/C, No): (866) 487-3972

E-MAIL Address: Carrie.Butler@hubinternational.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Charter Oak Fire Insurance Company

25615

INSURER B: The Travelers Indemnity Company of America

25666

INSURER C: Travelers Property Casualty Company of America

25674

INSURER D: New Mexico Mutual Casualty Company

40627

INSURER E:

INSURER F:

INSURED

Pacheco Construction & Trucking Inc
PO Box 1405
Tucumcari, NM 88401

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		DT-CO-3L800382-COF-21	9/18/2021	9/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810-3L066202-21	9/18/2021	9/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-3L808496-20-26	9/18/2021	9/18/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	17505.125	12/30/2020	12/30/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Great Blocks on Mainstreet, Phase I; Railroad Ave & East Lincoln St, Las Vegas, NM 87701

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the labor and industrial division of the labor department.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
CONST. STAKING	Billingsley Eng.	901 6 th ST	LV, NM 89701	SOS-454-9592	#002112167	
MATERIAL TESTING	Billingsley Eng.	" " "	" " "	" "	" "	" "
STRIPES-SIGNS	JR STRIPING	1064 Iglesias ROAD	ANTONCHICO NM	575-427-4112		
LIGHTING	- Fough Mechanical	811 S. 3 RD TUCUMANARI		575-461-8644	#493616	
CONCRETE SUPPLIER	- BTU BLOCK	1500 Commerce ST	LV 87701	SOS-425-6156		
HYDRA SUPPLIER	- VULCAN MATERIAL	30 COLONY DR	SANTA FE 87505	SOS-471-6776		

STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS
Section 00440

(To be submitted by the Bidder only upon the specific request of the Owner.) - N/A

Instructions: All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired.

1. Name of Bidder: Pacheco Construction & Trucking
2. Permanent main office address: 3638 Route 66
Tucumcari NM 88401
3. When organized: 1999
4. If a corporation, where incorporated: New Mexico
5. How many years have you been engaged in the contracting business under your present firm or trade name? 1999 - Present
6. Contracts on hand (schedule these, showing amount of each Contract and the appropriate anticipated dates of completion):
See Attached
7. General character of work performed by your company: Concrete, HMA, Earthwork
8. Have you ever failed to complete any work awarded to you? NO
If so, where and why? _____
9. Have you ever defaulted on a contract? NO
If so, where and why? _____
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:
SEE ATTACHED
11. List your major equipment available for this contract:
see Attached
12. Experience in construction work similar in importance to this project: 1999 to Present

13. Background and experience of the principal members of your organization, including the officers: _____
JERRY CANNON 33 YEAR NMIDOT PROJECT MANAGER
TOMMY GARCIA 25 YEAR NMIDOT 7-YEAR Pacheco CO.
14. Credit Available: \$450,000.00
15. Give bank reference: New Mexico Bank & Trust
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder Qualifications

Dated at _____
this 22nd day of November, 2021.

Bidder

By: _____

Title: Pres

STATE OF NEW MEXICO

COUNTY OF Quay

says that he is

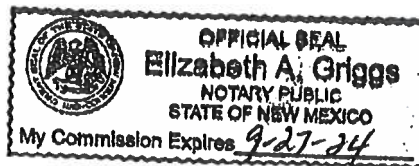
Joshua Pacheco, being duly sworn, deposes and
President
Pacheco Construction & Trucking Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 22 day of November, 2021.

Notary Public

My Commission expires: 9-27-2024



Project Owner	Description of work	Location	Contractor Job Cost	% of Sub contracted Work	Supplier	Trucking	Completion
2021							
City of Santa Rosa	Paving, Sidewalk, Curb Gutter, Drop Inlets	Santa Rosa	\$285,000.00				95%
Harding Co	Blade shape roadway, Place Catcher, Pipes	Harding Co	\$85,000.00				100%
Roberts Manufacturing	Concrete Tank Foundations	Milledhove TX	\$32,000.00				100%
WVIC	Sidewalk, Curb Gutter	More Vies NM/DOF		\$10,500.00			100%
O'Reilly Auto Parts	PCP, Sidewalk, curb gutter Earthwork	Tucson AZ		\$68,000.00			100%
Fisher Ind.	Concrete wall Barrier	Springer NM		\$135,000.00			100%
Festly Deller	Concrete slab replacement	Tucson AZ	\$22,000.00				100%
State Land Office	Fence, Demo of Building	Tucson AZ	\$41,000.00				100%
Conches Oem	Rip Red, Pipe, Concrete pipe Blanket	Conches NM		\$619,000.00			100%
Tucson Public Schools	Cerno and Conduit Placement	Tucson AZ	\$25,000.00				100%
Cayman Schools	Concrete slab placement	Chaparral NM	\$105,000.00				100%
Tucson Public Schools	Chain Link	Tucson AZ	\$14,900.00				90%
Justin Garston	Concrete Floor	Ray NM	\$4,300.00				100%
Quadekops CO	Concrete and Canopy	Puerto De Luna	\$1,030.00				50%
Blus Celler MAC	Concrete Foundation	Mosquero NM	\$12,980.00				0%
Muster	Blade and shape / Millings	Quervo NM	\$3,000.00				50%
JD Constructing INC	Concrete Slab	Conches NM	\$32,973.00				0%
Loves Truck Stop	Asphalt Paving	Grove NM	\$6,000.00				100%
Pied Cement	Concrete Slab	Lagan NM	\$1,200.00				100%
Dick Road	Concrete Slab	Lagan NM	\$28,750.00				50%
Dave Deacon	Water line replacement	Tucson AZ	\$63,634.00				100%
RAD Water service	Concrete Slab	Lagan NM	\$40,000.00				100%
Ronda Sparks	Earthwork Paving	Las Vegas NM	\$480,000.00				0%
City of Las Vegas							

Project Owner	Description of work	Location	Contractor Job Cost	% of Sub contracted Work	Supplier	Trucking	Completion
2020							
Altope Stores	Patching of Asphalt Pavements	Lagan NM		\$8,000.00			100%
Loves Truck stops	Excavation, Backfill, Concrete, Asphalt paving	Tucson AZ	\$23,900.00				100%
Mosquero Public Schools	Chip Seal Paving Area	Mosquero NM	\$18,500.00				100%
Mesa Verde College	Construction of Paving Lots	Tucson AZ		\$19,500.00			100%
Las Vegas Senior Center	Construction of Paving area	Las Vegas NM	\$128,634.00				100%
Springer Public Schools	Construction of parking lot	Springer NM	\$44,118.00				100%
NM/DOF Clayton	Foundation for Office	Clayton NM		\$19,750.00			100%
ALI Inc	Supplier of Concrete	Tucson AZ					100%
El Ferro Inc	Supplier of Concrete	Tucson AZ					100%
Fisher Ind.	Placement of culvert pipe	Arizola NM		\$580,614.00			100%
Fisher Ind US 54	Supplier of Concrete	Lagan NM					100%
City of Tucson	2nd street construction	Tucson AZ		\$35,000.00			100%
Quay Co Project	Chip seal, pipe placement, rip rap	Tucson AZ		\$148,116.00			100%
Fisher Ind.	Trucking	I-10 west of Tucson				\$940,000.00	

Project Owner	Description of work	Location	Contractor Job Cost	% of Sub contracted Work	Supplier	Trucking	Completion
2019							
Village of Wagon Mound	Sidewalk improvements	Wagon Mound NM	\$73,000.00	-			
City of Tucson	Curb & Gutter Placement	City of Tucson	\$60,000.00	-			
Quay Co	Concrete foundation	Tucson AZ		\$11,600.00			
NE Reg, Land Fill	Soils, Concrete Pads, Concrete foundations	Wagon Mound NM	\$28,000.00	-			
Lagan NM Schools	Concrete Sidewalk, Light Bases	Lagan NM	\$7,500.00	-			
Eastern Plains Head Start	Chip seal Paving Lot	Tucson AZ	\$17,500.00	-			
Village of San Jon	Sidewalk, Curb & Gutter	San Jon NM	\$12,500.00	-			
Mesa Verde College	Sidewalk, Header walls, Con. Pads	Tucson AZ	\$10,500.00	-			
Arizon Chico	Acquire Clean cut	Arizon Chico NM	\$10,000.00	-			
NM/DOF Projects	Pipes, Concrete Coffers, Slope Paving	Milledhove NM		\$156,000.00			
NM/DOF Projects	Storm drain Pipe Placement	Arizola NM		\$540,000.00			
3 Bear Oil	Foundation Pads	Hobbs NM	\$154,000.00	-			
Quadekops Co.	Sidewalk, Rip Rap, Pipes, Backfill Bridge Abutments	Santa Rosa NM	\$38,000.00	-			
Harding Co.	Roadway Fill, Pipe Placement	Mosquero NM	\$38,000.00	-			
NM/DOF Projects	PCP, Curb & Gutter, Inlet placement	Endre NM		\$256,000.00			
Various Private Projects	Sidewalk, Driveway Placement, Foundations	Various Locations					

Project Owner	Description of work	Location	Contractor Job Cost	% of Sub contracted Work	Supplier	Trucking	Completion
2018							
Er - Harding County Gap Road	Road Construction - Catcher	Harding County NM	\$144,104.85	-			
State Project Lagan Bridge	Concrete Supplier	Lagan NM			\$720,000.00		
NMI State Parks	Clean Up Barges	Conches NM	\$2,000.00	-			
K Barnett & Sons	Subcontract Earthwork	Clayton NM		\$186,000.00			
Nick Ortega & Sons	Trucking	Summer to Glavis				\$150,000.00	
Farfield (N)	Concrete Placement	Tucson AZ	\$200,000.00				
Frontier Outdoors Project	Earthwork	Carlsbad NM		\$900,000.00			
Loves Truck Stop	Paving Lot Repair	Tucson AZ	\$75,000.00	-			
Acquia De Tocolotto	Pipe and Concrete Placement	Arizon Chico NM	\$100,000.00	-			

Project Owner	Description of work	Location	Contractor Job Cost	% of Sub contracted Work	Supplier	Trucking	Completion
2017							
Quay Co	Fence and Cement Placement	Tucson AZ	\$12,000.00				
City of Tucson	Spill Cleanup	Tucson AZ	\$0.00				
Muster Growl	Chain Link Fence Placement	Quervo NM	\$28,000.00				
Walburn Pharmacy	Paving Lot paving	Tucson AZ	\$13,000.00				
Teco Ind	Landscape Project	Tucson AZ	\$15,000.00				
Farfield (N)	Concrete and earthwork	Tucson AZ	\$200,000.00				
Port Of Entry State NM	Scale Placement	San Jon NM		\$26,000.00			
Pedraza Construction : Superintendent	Harry Cannon	Retired NM/DOF Project Manager		23 Years Construction Exper.			
Project Manager	Tommy Gerde	Retired NM/DOF Project Manager		30 Years Construction Exper.			
Project Foreman/ Owner	Josh Pedraza						

Pacheco Construction & Trucking, Inc.

3638 Route 66
P.O. Box 1405
Tucumcari, NM 88401
Phone (575) 461-4811
pachecoconst@plateautel.net

List of Authorized Signatures for Pacheco Construction

A. Project Superintendent

- 1. Owner Josh Pacheco*
- 2. Alex Madrid on site Foreman / Tello Gallardo Concrete Foreman*
- 3. Jerry Cannon Project Supervisor*

B. Safety and EEO Officer

- 1. Cody McGuire (575-626-9779)*

C. Payroll

- 1. Lisa Griggs (575-461-4811)*

D. Estimates and Change Order/Supplemental Agreements

- 1. Tommy Garcia - Project Estimator*

E. Traffic Control Supervisor

- 1. James Rodriguez*

Schedule C- List of Major Equipment Available

YEAR	MAKE	MODEL	BODY TYPE	SERIAL #
2002	JD	M850C	DOZER	906860
2005	JD	672D	AWD MOTOR GRADER	DW672DX597221
2005	JD	310SG	4X4 LOADER (18 & 24" BUCKETS)	T0310SG945053
2006	VOLVO	L120E	LOADER	6115
2006	INGERSOLL RAND	DD16	ROLLER MDL	7450
2007	GENIE	S-60	BOOM LIFT	S6007-16063
2008	VOLVO	MC90	BOBCAT	0337
2011	VOLVO	L20F	LOADER	5125
2011	SAKEL	SV505T 84"	PADFOOT ROLLER WITH SMOOTH DRUM	VSV18-50672
2012	JD	290G	EXCAVATOR	705377
2012	JD	850K	CRAWLER DOZER	1T0850JXPCE233220
2013	VOLVO	L90F	WHEEL LOADER	28867
	INGERSOLL RAND	TC13	ROLLER MDL	92381
	JD	554G	WHEEL LOADER	538770
	RUSTLER	R3	PORTABLE CONCRETE PLANT	
	NEW HOLLAND	MDL 830	TRACTOR WITH LOADER	HJ5094298/Y6WLS0075
	JD	310SK	WHEEL LOADER W-2 BUCKETS & COUPLER	1T0310SJB0197531
	SAKEL	SCS40T	COMPACTION ROLLER	3SV59-10112
	JD	672GP	MOTOR GRADER	1DW672GPJCE49902
	JD	644K	LOADER	1DW644KZCED662620

Qualification Statement
EMDC Form C-431 (2013 Edition)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Section 00450

STATE OF New Mexico)
COUNTY OF Quay) ss.

Joshua Pacheco

, being first duly sworn, deposes and says that:

- 1) He is the President of Pacheco Construction & Trucking Inc
the Bidder that has submitted and attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Las Vegas, or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Title: Pres

Subscribed and sworn to before me this

9-22nd

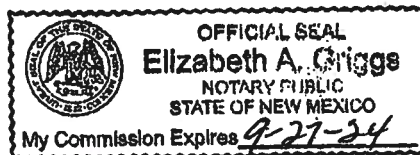
day of

November

, 2024.

Elizabeth A. Griggs
Notary Public

My Commission expires: 9-27-2024



CERTIFICATION OF NONSEGREGATED FACILITIES

Section 00460

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: _____

Subscribed and sworn to before me this

22nd

day of

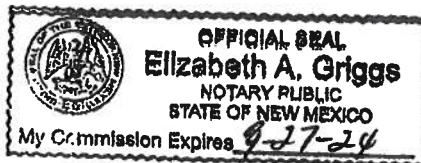
November

, 2024.

Notary Public

My Commission expires:

9-27-2024



CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 00470

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Pacheco Construction & Trucking

Address: 3638 Route 166
Tucumanacuri NM 88401

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

X Yes _____ No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

X Yes _____ No

Certification - The information above is true and complete to the best of my knowledge and belief.

Sash Pacheco Pres
Name and Title of Signer (please type)

Signature

Date

11/22/21

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

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. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be 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 fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

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

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

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

CONTRACT

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

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: (Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

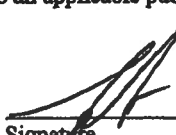
(Attach extra pages if necessary)

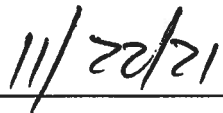
Signature Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

 _____
Signature Date

 _____

 _____
Title (Position)



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 10, 2021

RE: **ADDENDUM NO. 1** Modifications to Agreement between owner and Contractor
Sites Southwest change of address. (p 42) of Project Manual for
Request for Bids #2021-20

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the address listed for The Landscape Architect of record has changed.
Replace p42 of the Project Manual with the attached update.

Sites Southwest

Concur:

A handwritten signature in black ink, appearing to be "George Radnovich", written over a horizontal line.

George Radnovich, PLA
Project Manager

City of Las Vegas Date

CITY OF LAS VEGAS
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # _____ GREAT BLOCKS ON RAILROAD PHASE I

This Agreement is entered into this _____ day of _____, 2021, by and between the
CITY OF LAS VEGAS, herein known as the Owner, and _____, herein known as the Contractor.

For the following:

PROJECT: GREAT BLOCKS ON RAILROAD PHASE I
PROJECT NO.: CIP# _____

ARCHITECT OF RECORD: George Radnovich, FASLA
Sites Southwest LLC
121 Tijeras NE, Suite 3100
Albuquerque, New Mexico, 87102
Phone: 505-822-8200

DISTRIBUTION:

OWNER	_____
CONTRACTOR	_____
COMMUNITY SERVICES	_____
OTHER	_____

Revised _____

CITY OF LAS VEGAS
CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

CIP PROJECT # _____ GREAT BLOCKS ON RAILROAD PHASE I

This Agreement is entered into this _____ day of _____, 2021, by and between the
CITY OF LAS VEGAS, herein known as the Owner, and _____, herein known as the Contractor.

For the following:

PROJECT: GREAT BLOCKS ON RAILROAD PHASE I
PROJECT NO.: CIP# _____

ARCHITECT OF RECORD: George Radnovich, FASLA

Sites Southwest LLC
1700 Central SW, Suite B
Albuquerque, New Mexico, 87104
Phone: 505-822-8200

DISTRIBUTION:

OWNER _____
CONTRACTOR _____
COMMUNITY SERVICES _____
OTHER _____

Revised _____



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: June 22, 2021

RE: **ADDENDUM NO. 2** Modifications to Base Bid Item #4 (p 19) of Project Manual for Request for Bids #2021-20

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the table titled "Base Bid Item #4 – Construction QA/QC Testing Allowance" has been modified to reflect a unit cost for the testing allowance. Replace p19 of the Project Manual with the attached update.

Sites Southwest

Concur:

A handwritten signature in dark ink, appearing to be "George Radnovich", written over a horizontal line.

George Radnovich, PLA
Project Manager

City of Las Vegas Date

Unit Price Bid Proposal

Project Name:
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

1. The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGRT). These unit prices plus NMGRT are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimates and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Unit Prices

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
1	Mobilization / Demobilization	LS	1		
2	Construction Staking	LS	1		
3	Project Construction Sign, CIP	EA	2		
4	Construction QA/QC Testing Allowance	ALLOW	1		
5	Traffic Control/Barricading	LS	1		
	DEMOLITION				
6	Clearing & Grubbing	SY	114		
7	Tree removal, < 6" DBH	EA	8		
8	Excavate & stockpile unclassified material (24" depth)	LS	1		
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1		
10	Removal/Modification of Existing Drainage Structures	LS	1		
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667		
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001		
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060		
14	Existing Lightpole / utility box, remove & dispose, complete	EA	4		
15	Existing Lightpole base, remove & dispose, complete	EA	4		
	SITE CONSTRUCTION				
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135		
17	12" Slotted Drain Pipe, CIP	LF	35		
18	Median Drop Inlet, CIP	EA	1		

Unit Price Bid Proposal

Project Name:
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

- The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGRT). These unit prices plus NMGRT are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimated and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Unit Prices

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
1	Mobilization / Demobilization	LS	1		
2	Construction Staking	LS	1		
3	Project Construction Sign, CIP	EA	2		
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000	
5	Traffic Control/Barricading	LS	1		
	DEMOLITION				
6	Clearing & Grubbing	SY	114		
7	Tree removal, < 6" DBH	EA	8		
8	Excavate & stockpile unclassified material (24" depth)	LS	1		
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1		
10	Removal/Modification of Existing Drainage Structures	LS	1		
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667		
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001		
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060		
14	Existing Lightpole / utility box, remove & dispose, complete	EA	4		
15	Existing Lightpole base, remove & dispose, complete	EA	4		
	SITE CONSTRUCTION				
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135		
17	12" Slotted Drain Pipe, CIP	LF	35		
18	Median Drop Inlet, CIP	EA	1		



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 16, 2021

RE: **ADDENDUM NO. 3** Modifications to number of submitted copies (p 24) of Project Manual for Request for Bids #2022-17

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the last sentence of the bid proposal has been modified to reflect the correct number of copies of bid documents the contractor is required to submit. As stated elsewhere in the document contractor shall submit one (1) original and five (5) copies of bid documents. Replace p24 of the Project Manual with the attached update.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

City of Las Vegas Date 11/19/2021

(Secretary)

Business address: _____

Telephone: _____

D. A JOINT VENTURE

By: _____

(Name)

Address: _____

By: _____

(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Las Vegas Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

(Secretary)

Business address: _____

Telephone: _____

D. A JOINT VENTURE

By: _____

(Name)

Address: _____

By: _____

(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: _____ Classification: _____

NM Taxation and Revenue CRS No.: _____

City of Las Vegas Business Registration No.: _____

NM Resident Preference Number (if applicable): _____

FIVE COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 16, 2021

RE: **ADDENDUM NO. 4** Modifications to project number (cover sheet) of Project Manual and addendum 1 and 2 for Request for Bids #2022-17

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the project number has been modified to reflect the correct project number for rebid on the cover sheet and in the two addenda released on November 10th 2021. Replace the cover page of the Project Manual and the previously released addenda with the attached update.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

City of Las Vegas Date 11/19/2021



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 10, 2021

RE: **ADDENDUM NO. 1** Modifications to Agreement between owner and Contractor
Sites Southwest change of address. (p 42) of Project Manual for
Request for Bids #2021-20

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the address listed for The Landscape Architect of record has changed.
Replace p42 of the Project Manual with the attached update.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

10/10/2021
City of Las Vegas Date



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 10, 2021

RE: **ADDENDUM NO. 1** Modifications to Agreement between owner and Contractor
Sites Southwest change of address. (p 42) of Project Manual for
Request for Bids #2022-17

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the address listed for The Landscape Architect of record has changed. Replace p42 of the Project Manual with the attached update.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

City of Las Vegas Date 10/10/2021



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: June 22, 2021

RE: **ADDENDUM NO. 2** Modifications to Base Bid Item #4 (p 19) of Project Manual for Request for Bids #2021-20

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the table titled "Base Bid Item #4 – Construction QA/QC Testing Allowance" has been modified to reflect a unit cost for the testing allowance. Replace p19 of the Project Manual with the attached update.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

 9/10/2021
City of Las Vegas Date



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 10, 2021

RE: **ADDENDUM NO. 2 Modifications to Base Bid Item #4 (p 19) of Project Manual**
for Request for Bid #2022-17

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the table titled "Base Bid Item #4 – Construction QA/QC Testing Allowance" has been modified to reflect a unit cost for the testing allowance. Replace p19 of the Project Manual with the attached update.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

City of Las Vegas Date 9/10/2021

CITY OF LAS VEGAS



PROJECT MANUAL

**GREAT BLOCKS ON MAIN STREET, EAST LINCOLN STREET AT
RAILROAD AVE. - PHASE I
REQUEST FOR BIDS
2021-20**

BIDS DUE:

November 23, 2021

2:00 P.M.

City of Las Vegas

City Council Chambers

1700 North Grand Avenue

Las Vegas, New Mexico 87701

BIDDING / CONTRACT DOCUMENTS

Set # _____

CITY OF LAS VEGAS



PROJECT MANUAL

**GREAT BLOCKS ON MAINSTREET, EAST LINCOLN STREET AT
RAILROAD AVE. - PHASE I
REQUEST FOR BIDS**

2022-17

BIDS DUE:

November 23, 2021

2:00 P.M.

City of Las Vegas

City Council Chambers

1700 North Grand Avenue

Las Vegas, New Mexico 87701

BIDDING / CONTRACT DOCUMENTS

Set # _____



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 18, 2021

RE: **ADDENDUM NO. 5** Modifications to Base Bid modifications to items #14 and #15 (p 19) and New Items: #28b, #36b, #47b, and #47c (p 20) of Project Manual for Request for Bids #2022-17

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW this Addendum

- Note that the table titled "Base Bid Item #14 – Existing Light pole / utility box, remove & dispose, complete and Existing Light pole base, remove & dispose, complete" has been modified to reflect the correct number of light poles and bases to be removed. The table titled "Base Bid item #28b – Stubout for future irrigation. Wiring, Conduit, connections and Jbox install, Complete, Item #36b – 2" Thickness Asphalt Concrete Patch, CIP, Item #47b – Steel Rail Wheel Stop (CIP), and item #47c – Removable Aluminum Bollard (CIP)" have been added to the base bid. Replace p19 and p20 of the Project Manual with the attached updates.

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

City of Las Vegas Date

Unit Price Bid Proposal

Project Name:
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

1. The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGR). These unit prices plus NMGR are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimated and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Unit Prices

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
1	Mobilization / Demobilization	LS	1		
2	Construction Staking	LS	1		
3	Project Construction Sign, CIP	EA	2		
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000	
5	Traffic Control/Barricading	LS	1		
	DEMOLITION				
6	Clearing & Grubbing	SY	114		
7	Tree removal, < 6" DBH	EA	8		
8	Excavate & stockpile unclassified material (24" depth)	LS	1		
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1		
10	Removal/Modification of Existing Drainage Structures	LS	1		
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667		
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001		
13	Sawcut Asphalt Pavement, 6" thickness or less, complete	LF	1,060		
14	Existing Lightpole / utility box, remove & dispose, complete	EA	4		
15	Existing Lightpole base, remove & dispose, complete	EA	4		
	PIPE CONSTRUCTION				
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135		
17	12" Slotted Drain Pipe, CIP	LF	35		
18	Median Drop Inlet, CIP	EA	1		

Unit Price Bid Proposal

Project Name: _____
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

1. The undersigned (hereinafter called "Bidder") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGRT). These unit prices plus NMGRT are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimated and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. **Unit Prices**

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
1	Mobilization / Demobilization	LS	1		
2	Construction Staking	LS	1		
3	Project Construction Sign, CIP	EA	2		
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000	
5	Traffic Control/Barricading	LS	1		
	DEMOLITION				
6	Clearing & Grubbing	SY	114		
7	Tree removal, < 6" DBH	EA	8		
8	Excavate & stockpile unclassified material (24" depth)	LS	1		
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1		
10	Removal/Modification of Existing Drainage Structures	LS	1		
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667		
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001		
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060		
14	Existing Lightpole / utility box, remove & dispose, complete	EA	7		
15	Existing Lightpole base, remove & dispose, complete	EA	7		
	SITE CONSTRUCTION				
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135		
17	12" Slotted Drain Pipe, CIP	LF	35		
18	Median Drop Inlet, CIP	EA	1		
19	Concrete Junction Box with Precast Lid, CIP	EA	2		

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
19	Concrete Junction Box with Precast Lid, CIP	EA	2		
20	Catch Basin, Type "C", Single Grate, CIP	EA	5		
21	Catch Basin, Type "D", Single Grate, CIP	EA	1		
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2		
23	New jbox For future gate install (with pigmented concrete collar)	EA	2		
24	New Electrical Connection/ Power Riser, complete	LS	1		
25	Light Pole Base, Complete	EA	14		
26	Light Pole and Fixture, Complete	EA	14		
27	Duplex Receptacle on Light pole	EA	14		
28	Wiring, Conduit, connections and Jbox install, Complete	EA	14		
29	Trenching backfill and compaction for electrical conduits	LF	833		
30	6" Reinforced Concrete Valley Gutter	SY	109		
31	Grading/Shaping , less than 2' depth, compl.	SY	987		
32	Subgrade Prep. 12" at 95% compaction	SF	2,125		
33	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	138		
34	Prime Coat, emulsified asphalt, CIP	SY	138		
35	Tack Coat, cationic emulsified asphalt, CIP	SY	138		
36	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	138		
37	6" Pigmented Reinforced Concrete Paving, CIP	SY	267		
38	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,351		
39	Standard Concrete Roll Curb and Gutter 8" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	676		
40	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	394		
41	6" x 18" Concrete Retaining Curb	LF	208		
42	Reflectorized Painted Pavement Stripe 4" yellow (center stripe)	LF	70		
43	Reflectorized Painted Pavement Stripe 6" white (cross walk)	LF	236		
44	Reflectorized Painted Pavement Stripe 4" white (parking, ADA aisle)	LF	1,190		
45	Reflectorized Painted Pavement Marking - ADA symbol	EA	2		
46	Reflectorized Painted Pavement Marking - 12" Stop Bar	LF	27		
47	Traffic Signs (Stop, Ped, ADA Van)	EA	6		
	LANDSCAPE MATERIALS				
48	1" Crushed Gravel Mulch, 4" depth	SF	5,765		
49	3/8" Crusher Fines Mulch, 4" depth	SF	416		
50	Irrigation Slewing	LS	1		

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
20	Catch Basin, Type "C", Single Grate, CIP	EA	5		
21	Catch Basin, Type "D", Single Grate, CIP	EA	1		
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2		
23	New jbox For future gate install (with pigmented concrete collar)	EA	2		
24	New Electrical Connection/ Power Riser, complete	LS	1		
25	Light Pole Base, Complete	EA	14		
26	Light Pole and Fixture, Complete	EA	14		
27	Duplex Receptacle on Light pole	EA	14		
28a	Wiring, Conduit, connections and Jbox install, Complete	EA	14		
28b	Stubout for future irrigation. Wiring, Conduit, connections and Jbox install, Complete	EA	2		
29	Trenching backfill and compaction for electrical conduits	LF	833		
30	6" Reinforced Concrete Valley Gutter	SY	109		
31	Grading/Shaping , less than 2' depth, compl.	SY	987		
32	Subgrade Prep. 12" at 95% compaction	SY	2,125		
33	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	138		
34	Prime Coat, emulsified asphalt, CIP	SY	138		
35	Tack Coat, cationic emulsified asphalt, CIP	SY	138		
36a	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	138		
36b	2" Thickness Asphalt Concrete Patch, CIP	LF	900		
37	6" Pigmented Reinforced Concrete Paving, CIP	SY	267		
38	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,351		
39	Standard Concrete Roll Curb and Gutter 8" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	676		
40	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	394		
41	6" x 18" Concrete Retaining Curb	LF	208		
42	Reflectorized Painted Pavement Stripe 4" yellow (center stripe)	LF	70		
43	Reflectorized Painted Pavement Stripe 6" white (cross walk)	LF	236		
44	Reflectorized Painted Pavement Stripe 4" white (parking, ADA aisle)	LF	1,190		
45	Reflectorized Painted Pavement Marking - ADA symbol	EA	2		
46	Reflectorized Painted Pavement Marking - 12" Stop Bar	LF	27		
47a	Traffic Signs (Stop, Ped, ADA Van)	EA	6		
47b	Steel Rail Wheel Stop (CIP)	EA	38		
47c	Removable Aluminum Bollard (CIP)	EA	6		
	LANDSCAPE MATERIALS				
48	1" Crushed Gravel Mulch, 4" depth	SF	5,765		
49	3/8" Crusher Fines Mulch, 4" depth	SF	416		
50	Irrigation Sleeving	LS	1		



ADDENDUM

TO: All Plan Holders

FROM: George Radnovich, PLA
Project Manager

DATE: November 18, 2021

RE: **ADDENDUM NO. 6 Modifications to Contract Documents for REBID -GREAT BLOCKS ON MAINSTREET, EAST LINCOLN STREET AT RAILROAD AVE. - PHASE I, Request for Bids #2022-17**

The following clarifications and corrections shall be incorporated into the bid documents for the above-referenced project and shall be reflected in the Contractor's bid submittal for construction of the project. Any portion of the contract documents not specifically modified or referenced herein shall remain unchanged.

Clarifications

Of note for All Potential Offerors, please FULLY REVIEW both this Addendum and the Questions and Answers released on November 18, 2021.

- Replace sheet C-102 and LC-501 of the Plan set with the attached updates.

Construction Plans

Below is a listing of sheets that are included in Addendum No. 1. The change included in this addendum is shown as "clouded" on the plan sheet in order to illustrate the specific modification.

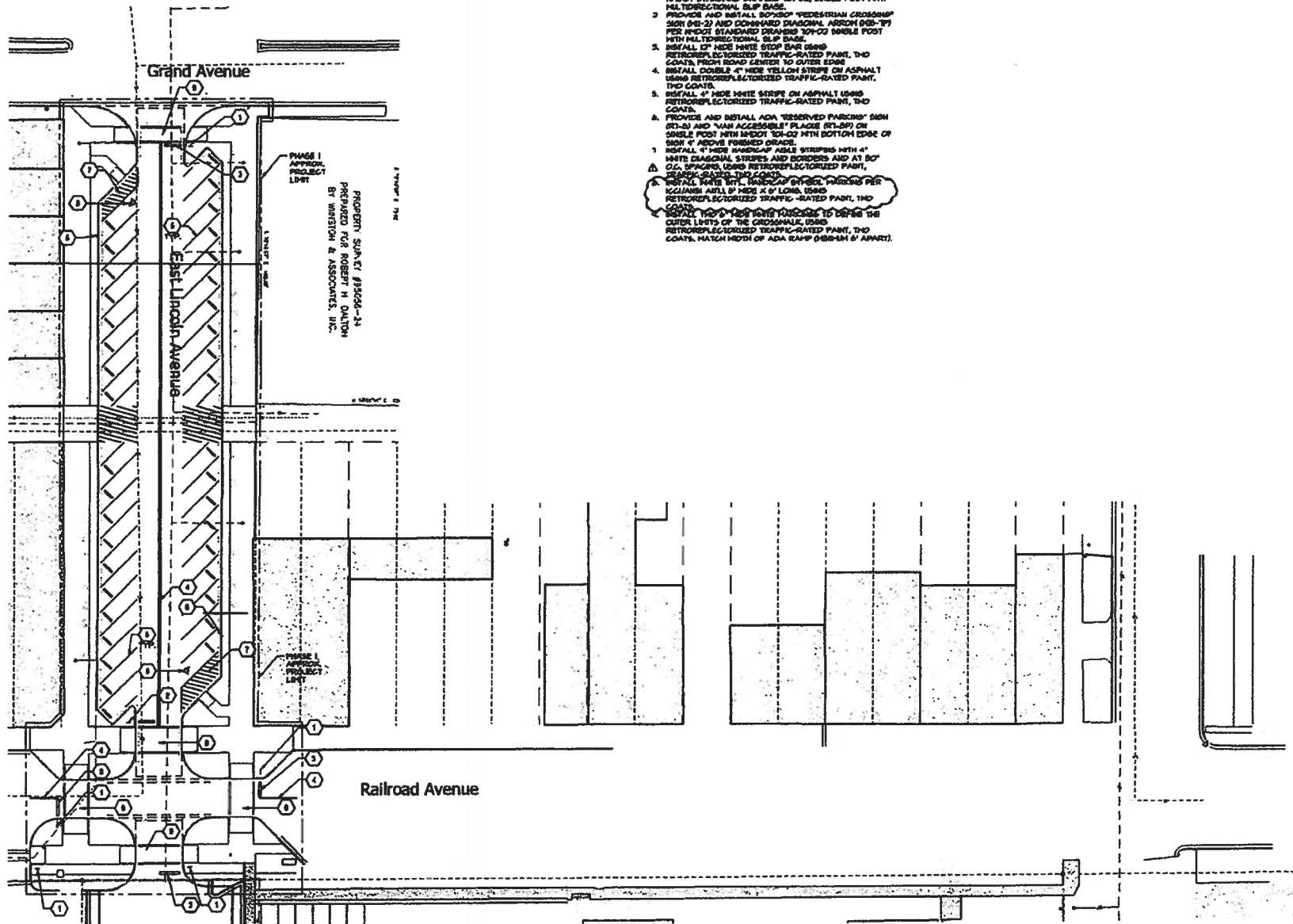
1. Sheet C-102, GREAT BLOCKS ON MAINSTREET, Specification of painted ADA markings in lieu of thermoplastic ADA laydown.
2. Sheet LC-501, GREAT BLOCKS ON MAINSTREET, Specification for steel rail for wheel stops

Sites Southwest

Concur:

George Radnovich, PLA
Project Manager

City of Las Vegas Date 11/19/2021



KEYED NOTES

1. PROVIDE AND INSTALL 30"x60" "STOP" SIGN 80-8 PER INDOT STANDARD DRAWING 101-02, SINGLE POST WITH MULTIDIRECTIONAL SLIP BASE.
2. PROVIDE AND INSTALL 30"x60" "PEDESTRIAN CROSSWALK" SIGN 681-21 AND DOWNWARD DIAGONAL ARROW 685-71 PER INDOT STANDARD DRAWING 101-02, SINGLE POST WITH MULTIDIRECTIONAL SLIP BASE.
3. INSTALL 12" HIGH WHITE STOP BAR USING RETROREFLECTORIZED TRAFFIC-PAVED PAINT, TWO COATS, FROM ROAD CENTER TO OUTER EDGE.
4. INSTALL DOUBLE 4" HIGH YELLOW STRIPS ON ASPHALT USING RETROREFLECTORIZED TRAFFIC-PAVED PAINT, TWO COATS.
5. INSTALL 4" HIGH WHITE STRIPS ON ASPHALT USING RETROREFLECTORIZED TRAFFIC-PAVED PAINT, TWO COATS.
6. PROVIDE AND INSTALL ADA "RESERVED PARKING" SIGN (R1-2) AND "VAN ACCESSIBLE" PLACAGE (R1-5P) ON SINGLE POST WITH INDOT 101-02 WITH BOTTOM EDGE OF SIGN 4" ABOVE FINISHED GRADE.
7. INSTALL 4" HIGH HANDICAP ASILE STRIPS WITH 4" WHITE DIAGONAL STRIPS AND BORDERS AND AT 80' O.C. SPACING, USING RETROREFLECTORIZED PAINT, THREE COATS.
8. INSTALL WHITE INT. HANDICAP SYMBOL MARKERS PER SQUARES UNTIL 6" HIGH 2' 6" LONG, USING RETROREFLECTORIZED TRAFFIC-PAVED PAINT, TWO COATS.
9. INSTALL TWO 4" HIGH WHITE PALLETS TO DEFINE THE OUTER LIMITS OF THE CROSSWALK, USING RETROREFLECTORIZED TRAFFIC-PAVED PAINT, TWO COATS, MATCH WIDTH OF ADA RAMP (6'-6" APART).



121 TULSA ME SUITE 3100
ALBUQUERQUE, NM 87102
PHONE: 505-822-8200
FAX: 505-822-8282
E-MAIL: info@sites-sw.com
WEB: www.sites-sw.com

CONSULTANT

Engineering Analytics, Inc.



PROJECT
LAS VEGAS
GREATBLOCKS
ON MAIN STREET
PHASE I
RAILROAD AVE. & E.
LINCOLN ST.

ADDRESS
LAS VEGAS, NM, 87101

DATE	10/14/2009
BY	AL
CHECKED BY	AL
DESIGNED BY	AL
IN CHARGE	AL
PROJECT NO.	10101
CLIENT	City of Las Vegas
LOCATION	Las Vegas, NM
SCALE	1" = 30'
DATE	10/14/2009
BY	AL
CHECKED BY	AL
DESIGNED BY	AL
IN CHARGE	AL

SIGNAGE & STRIPING
PLAN

C-102



(E) NOT USED
NOT TO SCALE

[illegible]

BIDDER INFORMATION

COPY

OFFEROR: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Randy Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER (505) 425-7535

FAX NUMBER () _____

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1061474736

NEW MEXICO CONTRACTORS LICENSE NO.: 8243

BID ITEM (S): **RE-BID GREAT BLOCKS ON MAINSTREET**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

} ss

COUNTY OF San Miguel }

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

Gordon Hays
Signature

Subscribed and sworn to before me, this 23 day of November, 2021.

(SEAL)

Regina Herrera
Notary Public Signature

My Commission Expires: 7-15-2025


OFFICIAL SEAL
REGINA HERRERA
NOTARY PUBLIC, State of New Mexico
My Commission Expires 7-15-2025

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85 0168958

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 New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 01-705574-001

BID FORM

Invitation No: _____

Project: Re-Bid Greatblocks
on Mainstreet

Project No: 2022-17

Date: 11/23/2021

This Bid is submitted to:

[CITY OF LAS VEGAS
CITY COUNCIL CHAMBERS
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701]

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u>1</u>	Date <u>11/10/2021</u>	No. <u>4</u>	Date <u>11/16/2021</u>
No. <u>2</u>	Date <u>06/22/2021</u>	No. <u>5</u>	Date <u>11/18/2021</u>
No. <u>3</u>	Date <u>11/16/2021</u>	No. <u>6</u>	Date <u>11/18/2021</u>
 - B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to the Bidder.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid ; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
 - G. It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest Base Bid plus all or any combination of Deductive and Additive Bid Alternates selected by the owner resulting in an overall low Bid provided the Bid has been submitted in accordance with the requirements of the Bid Documents.

Unit Price Bid Proposal

Project Name:
GREAT BLOCKS ON RAILROAD PHASE I

To the City of Las Vegas, New Mexico (hereinafter called "Owner"):

- The undersigned (hereinafter called "**Bidder**") in compliance with your invitation for bids for the construction of the above-referenced Project, having carefully examined the Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the unit prices stated below plus New Mexico Gross Receipts Tax (NMGRT). These unit prices plus NMGRT are to cover all expenses incurred in performing the Work required under the Contract Documents of which this Bid Proposal is a part. Quantities shown in this Unit Price Bid Proposal and in Alternates, if any, are estimated and actual payment will be made on the basis of confirmed quantities as constructed.

All TOTAL amounts of the Base Bid (and Alternates, if any) shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern.

2. Unit Prices

BASE BID

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
GENERAL					
1	Mobilization / Demobilization	LS	1	40,000.00	40,000.00
2	Construction Staking	LS	1	5,000.00	5,000.00
3	Project Construction Sign, CIP	EA	2	750.00	1,500.00
4	Construction QA/QC Testing Allowance	ALLOW	1	\$10,000	10,000.00
5	Traffic Control/Barricading	LS	1	1,000.00	1,000.00
DEMOLITION					
6	Clearing & Grubbing	SY	114	5.00	570.00
7	Tree removal, < 6" DBH	EA	8	470.00	3,760.00
8	Excavate & stockpile unclassified material (24" depth)	LS	1	1,500.00	1,500.00
9	Excavate & Dispose of unsuitable material, compl. (util.)	LS	1	1,500.00	1,500.00
10	Removal/Modification of Existing Drainage Structures	LS	1	1,000.00	1,000.00
11	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	1,667	27.00	45,009.00
12	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	1,001	6.00	6,006.00
13	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,060	6.00	6,360.00
14	Existing Lightpole / utility box, remove & dispose, complete	EA	7	600.00	4,200.00
15	Existing Lightpole base, remove & dispose, complete	EA	7	700.00	4,900.00
SITE CONSTRUCTION					
16	12" CMP Storm Drain, incl. trench & comp. backfill, CIP	LF	135	50.00	6,750.00
17	12" Slotted Drain Pipe, CIP	LF	35	75.00	2,625.00
18	Median Drop Inlet, CIP	EA	1	5,800.00	5,800.00
19	Concrete Junction Box with Precast Lid, CIP	EA	2	10,000.00	20,000.00

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
20	Catch Basin, Type "C", Single Grate, CIP	EA	5	6,600.00	33,000.00
21	Catch Basin, Type "D", Single Grate, CIP	EA	1	5,100.00	5,100.00
22	Adjust water meter box to Grade (with pigmented concrete collar)	EA	2	1,500.00	3,000.00
23	New jbox For future gate install (with pigmented concrete collar)	EA	2	3,000.00	6,000.00
24	New Electrical Connection/ Power Riser, complete	LS	1	10,000.00	10,000.00
25	Light Pole Base, Complete	EA	14	1,500.00	21,000.00
26	Light Pole and Fixture, Complete	EA	14	5,000.00	70,000.00
27	Duplex Receptacle on Light pole	EA	14	500.00	7,000.00
28a	Wiring, Conduit, connections and Jbox install, Complete	EA	14	750.00	10,500.00
28b	Stubout for future irrigation. Wiring, Conduit, connections and Jbox install, Complete	EA	2	1,500.00	3,000.00
29	Trenching backfill and compaction for electrical conduits	LF	833	14.00	11,662.00
30	6" Reinforced Concrete Valley Gutter	SY	109	162.00	17,658.00
31	Grading/Shaping , less than 2' depth, compl.	SY	987	20.00	19,740.00
32	Subgrade Prep. 12" at 95% compaction	SY	2,125	11.00	23,375.00
33	Aggregate Base Course, crushed, 6" at 95% comp., CIP	SY	138	18.00	2,484.00
34	Prime Coat, emulsified asphalt, CIP	SY	138	9.00	1,242.00
35	Tack Coat, cationic emulsified asphalt, CIP	SY	138	9.00	1,242.00
36a	Arterial Asphalt Concrete, 2 inch thick, machine laydown, CIP	SY	138	50.00	6,900.00
36b	2" Thickness Asphalt Concrete Patch, CIP	LF	900	55.00	49,500.00
37	6" Pigmented Reinforced Concrete Paving, CIP	SY	267	122.00	32,574.00
38	4" Pigmented Concrete Sidewalk with Integral Curb Ramps, including subgrade prep, CIP	SY	1,351	97.00	131,047.00
39	Standard Concrete Roll Curb and Gutter 8" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	676	75.50	51,038.00
40	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	394	50.00	19,700.00
41	6" x 18" Concrete Retaining Curb	LF	208	32.00	6,656.00
42	Reflectorized Painted Pavement Stripe 4" yellow (center stripe)	LF	70	11.00	770.00
43	Reflectorized Painted Pavement Stripe 6" white (cross walk)	LF	236	2.00	472.00
44	Reflectorized Painted Pavement Stripe 4" white (parking, ADA aisle)	LF	1,190	2.26	2,689.40
45	Reflectorized Painted Pavement Marking - ADA symbol	EA	2	125.00	250.00
46	Reflectorized Painted Pavement Marking - 12" Stop Bar	LF	27	4.20	113.40
47a	Traffic Signs (Stop, Ped, ADA Van)	EA	6	425.00	2,550.00
47b	Steel Rail Wheel Stop (CIP)	EA	38	450.00	17,100.00
47c	Removable Aluminum Bollard (CIP)	EA	6	1,000.00	6,000.00
LANDSCAPE MATERIALS					
48	1" Crushed Gravel Mulch, 4" depth	SF	5,765	1.00	5,765.00
49	3/8" Crusher Fines Mulch, 4" depth	SF	416	1.00	416.00
50	Irrigation Sleeving	LS	1	2,000.00	2,000.00

Base Bid Subtotal - Bid Items No. 1 through 50 \$ 749,023.80

New Mexico Gross Receipts Tax (NMGR) at ~~8.3958%~~ ^{8.3858%} \$ 62,886.54

BASE BID – total of Bid Items 1 through 49, plus NMGR \$ 811,910.34

eight hundred eleven thousand nine hundred ten and thirty four Dollars (amount written out)

BID Alternate #1 - Remove existing median and patch pavement at east end of Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	DEMOLITION				
51	Clearing & Grubbing	SY	60	5.00	300.00
51	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	28	27.00	756.00
52	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	98	6.00	588.00
53	Sawcut AC Pavement, 6" thickness or less, complete	LF	116	6.00	696.00
	SITE CONSTRUCTION				
54	6" Standard Grey Reinforced Concrete Paving, CIP	SY	93	122.00	11,346.00

Bid Alternate #1 Subtotal - Bid Items No. 51 through 54 \$ 13,686.00

New Mexico Gross Receipts Tax (NMGR) at ~~8.3958%~~ ^{8.3858%} \$ 1,149.05

BID ALTERNATE – total of Bid Items 50 through 54, plus NMGR \$ 14,835.05

fourteen thousand eight hundred thirty five and five Dollars (amount written out)

BID Alternate #2- Planting medians at north and south edges at Depot parking lot

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	DEMOLITION				
56	Clearing & Grubbing	SY	43	5.00	215.00
57	Existing Pavement, Asphalt Concrete, remove & dispose, complete	SY	150	27.00	4,050.00
58	Existing Curb & Gutter or Valley Gutter, PC Concrete, remove & dispose, compl.	LF	41	6.00	246.00
59	Sawcut AC Pavement, 6" thickness or less, complete	LF	214	6.00	1,284.00
	SITE CONSTRUCTION				
60	Standard Concrete Vertical Curb and Gutter 6" x 24", Portland cement concrete, incl. subgrade prep., CIP	LF	211	49.50	10,444.50
61	6" Standard Grey Reinforced Concrete Paving, CIP	SY	13	122.00	1,586.00

Bid Alternate #2 Subtotal - Bid Items No. 56 through 61 \$ 17,825.50

New Mexico Gross Receipts Tax (NMGR) at ~~8.3958%~~ ^{8.3858%} \$ 1,496.59

BID ALTERNATE #2 – total of Bid Items 56 through 61, plus NMGR \$ 19,322.09

nineteen thousand three hundred twenty two and nine Dollars (amount written out)

BID Alternate #3- Reclaimed water line connection from Lincoln Park

ITEM #	ITEM	UNIT	QTY	UNIT COST	Total
	GENERAL				
62	Mobilization / Demobilization	LS	1	5,000.00	5,000.00
63	Construction Staking	LS	1	500.00	500.00
64	Traffic Control/Barricading	LS	1	1,500.00	1,500.00
	DEMOLITION				
65	Existing Pavement, Asphalt Concrete, remove & dispose, complete	LF	690	27.00	18,630.00
66	Sawcut AC Pavement, 6" thickness or less, complete	LF	1,380	6.00	8,280.00
67	Boring below Grand Ave	LF	100	400.00	40,000.00
	SITE CONSTRUCTION				
68	3" Sched. 40 PVC Reclaimed water line Pipe and fittings, CIP	LF	790	15.00	11,850.00
69	Trenching backfill and compaction	LF	790	30.00	23,700.00
70	2" Thickness Asphalt Concrete Patch, CIP	LF	790	65.00	51,350.00

Bid Alternate #3 Subtotal - Bid Items No. 62 through 70 \$ 160,810.00

New Mexico Gross Receipts Tax (NMGR) at 8.3958% ~~6.3850%~~ \$ 13,501.29

BID ALTERNATE #3 – total of Bid Items 62 through 70, plus NMGR \$ 174,311.29

one hundred seventy four thousand three hundred eleven and twenty nine Dollars (amount written out)

5. The Bidder agrees that:

- A. The work to be performed under the Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion shall be for Base Bid, achieved not later than one hundred twenty (120) calendar days after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
- B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of "Five Hundred Dollars (\$500.00) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
- C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
- D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

6. The following documents are attached to and made a condition of this Bid:

- A. Bid Security
- B. Subcontractors Listing
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificate of Bidder Regarding Equal Employment Opportunity
- E. Certificate of Non-Segregated Facilities

If any of the above requirements have not been met, the bid will be considered to be non-responsive.

7. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

8. If the Bidder is:

A. AN INDIVIDUAL:

By: _____
(Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business address: _____

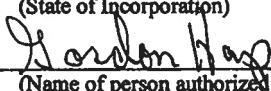
Telephone: _____

(SEAL)

C. A CORPORATION

By: Hays Plumbing & Heating, Inc.
(Corporation Name)

New Mexico
(State of Incorporation)

By: Gordon Hays 
(Name of person authorized to sign)

President
(Title)

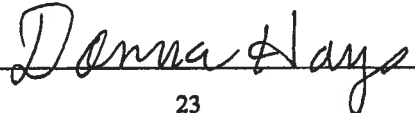
If a New Mexico Corporation:

0504837
Certificate of Incorporation No.

If a Foreign Corporation:

Certificate of Authority No.

Attest:

Donna Hays, Secretary 

RESOLUTION

WHEREAS, all of the shareholders and officers of Hays Plumbing and Heating, Inc., a New Mexico for profit corporation (the "Corporation"), met to discuss their desire to bestow upon the shareholders and officers of the Corporation named herein, the authority to enter into agreements, legal or otherwise, on behalf of and binding upon the Corporation.

UPON motion duly made and seconded, it is

RESOLVED that the shareholders and directors of Hays Plumbing and Heating, Inc., and the Corporation hereby consent and agree that Gordon Hays as President, Jason Dale as Vice President, Randy Joe Hays as Treasurer, and Donna Hays as Secretary of the Corporation, hold the requisite authority to execute and enter into any and all agreements, contracts, and other documents, legal or otherwise, for the management and operation of the Corporation, on behalf of and binding upon the Corporation.

Dated: January 4, 2019

By: Gordon Hays
Gordon Hays, President
Hays Plumbing and Heating, Inc.

By: Jason Dale
Jason Dale, Vice President
Hays Plumbing and Heating, Inc.

By: Randy Joe Hays
Randy Joe Hays, Treasurer
Hays Plumbing and Heating, Inc.

By: Donna Hays
Donna Hays, Secretary
Hays Plumbing and Heating, Inc.

(Secretary)

Business address: 600 Railroad Ave. Las Vegas, NM 87701

Telephone: 505-425-7535

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

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

Bidder must fill in the following: (If none, write none)

NM License No.: 8243 Classification: EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98

NM Taxation and Revenue CRS No.: 01-705574-001

City of Las Vegas Business Registration No.: 0917

NM Resident Preference Number (if applicable): L1061474736



FIVE COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

**BID BOND
(NEW MEXICO)**

Bond No. CNB-39805-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc., as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), 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

Re-Bid Greatblocks on Main Street Replace Greatblocks

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into 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

PROVIDED, HOWEVER, unless the bid documents require the bid security remain in effect for a longer period of time, Surety shall have no liability hereon if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED, SEALED AND DATED this 23rd day of November, 2021.

Principal:

Hays Plumbing & Heating, Inc

(Seal)

By: Gordon Hays

(title)

Surety:

INSURORS INDEMNITY COMPANY

(Seal)

By: Maria Y. Arkeny

Maria Y. Arkeny, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-39805-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Maria Y. Ankeny of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

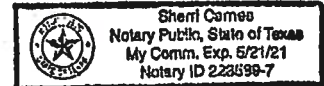
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

INSURORS INDEMNITY COMPANY
By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Cameo
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 23rd day of November, 2021.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

BID SECURITY FORM

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Maria Y Ankeny, being first duly
sworn deposes and says:
that he is the duly appointed agent for
Insurors Indemnity Company
and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the State of New
Mexico in connection with the construction of
RE-BID - Great Blocks On Mainstreet, East Lincoln Street At Railroad Ave. - Phase I
dated 23rd day of November, 2021, executed by
Hays Plumbing and Heating, Inc.
contractor, as principal and Insurors Indemnity Company, as surety, signed by
this deponent; and deponent further states that said bond was written, signed, and delivered by him; that the premium on
the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him.



Maria Y Ankeny, Attorney-In-Fact

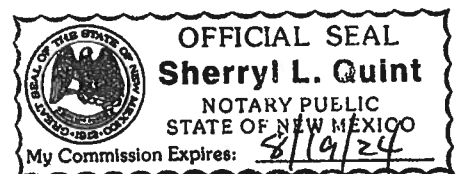
Subscribed and sworn to before me, a notary public in and for the County of Bernalillo, this
23rd day of November, ~~19X~~ 2021.

My Commission expires: 8/19/2024

Agent's Address: 6565 Americas Parkway NE
Suite 750
Albuquerque, NM 87110

Telephone: (505)881-0300



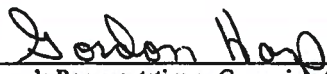


THIS FORM MUST BE
ATTACHED TO BOND

BID SECURITY FORM

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:


Owner's Representative or Governing Authority

DATE: 11/23/2021

LOCAL PREFERENCE CERTIFICATION FORM

BID/PROPOSAL NUMBER: '10/41/B

IF APPLICABLE YOU MUST RETURN THIS FORM WITH YOUR BID OR PROPOSAL

Business Name: Hays Plumbing & Heating, Inc.

Business License Number: 8243 (Attach copy of business license.)

Business Location (In San Miguel County:)

Address: 600 Railroad Ave

City: Las Vegas

Zip Code: 87701

County: San Miguel

Business Type:

- ☒ Corporation – Indicate state of incorporation New Mexico
☐ Partnership – Indicate “general” or “limited” _____
☐ Sole proprietorship _____

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: Gordon Hays Authorized Representative: Gordon Hays

Title: President

Print Name
Date: 11/23/2021

Subscribed and sworn before me by Gordon Hays this 23, day of November

My commission expires: 7-15-2025

Regina Herrera
Notary Public



OFFICIAL SEAL SEAL
REGINA HERRERA
NOTARY PUBLIC, State of New Mexico
My Commission Expires 7-15-2025

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: HAYS PLUMBING & HEATING INC

DBA: HAYS PLUMBING & HEATING INC
600 RAILROAD AVE
LAS VEGAS, NM 87701-4531

Expires: **24-Feb-2024**

Certificate Number:

L1061474736



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/11/2019

Registration Number: 002369720111209

**This certificate does not 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

CITY OF LAS VEGAS, NEW MEXICO
BUSINESS LICENSE/REGISTRATION

BUSINESS: HAYS PLUMBING & HEATING, INC.

LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021

2017

2018

2019

2020

APPROVED

COMMUNITY DEVELOPMENT

BUSINESS OWNER



Old Trails, New Adventures

Tonita Gurulé-Girón
MAYOR

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

Qualifying Party(S)

HAYS RANDY

HAYS RANDY

DALE JASON OLE

HAYS HOWARD L.

EXPIRES

08/31/2024

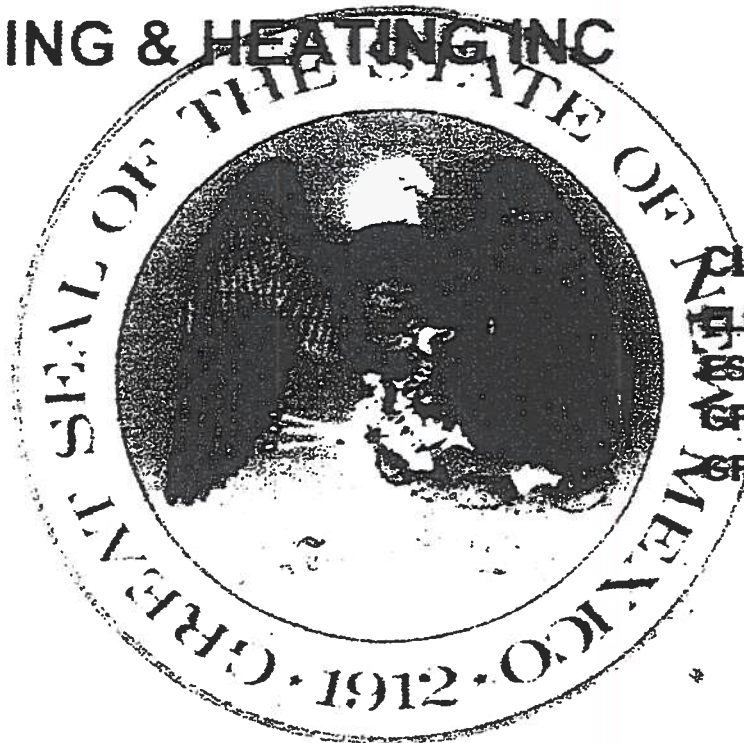
CLASSIFICATION(S)

EL01, ES03, ES04, ES05

ES06, GA01, GB98, GF02

GF03, GF04, GF05, GF09

GF98, MM98



Clay Bailey

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand

SUBCONTRACTOR LISTING

NOTE: A subcontractor that submits a bid valued at more than fifty thousand dollars (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the labor and industrial division of the labor department.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION	SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT
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Paving Desert Fox, LLC PO Box 1499 Peralta NM 87042 505-892-5400 Lic#367698 0219522012222

Electrical The Electric Horseman, Inc. 14 B Rudolph Dr Las Vegas, NM 87701 505-454-4700 Lic#84183 002306020110816

Concrete Abq Roofing & Construction, LLC 550 Cleo Rd SW Albuquerque, NM 87105 505-377-5451 Lic# 401093 28441683662020

Striping J.R. Striping, Inc. P.O. Box 63 Anton Chico, NM 87711 575-427-4112 Lic#87629 1754520150526

STATEMENT OF BIDDER'S QUALIFICATIONS

SUPPLEMENTS TO BID FORMS
Section 00440

(To be submitted by the Bidder only upon the specific request of the Owner.) – N/A

Instructions: All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired.

1. Name of Bidder: Hays Plumbing & Heating, Inc.
2. Permanent main office address: 600 Railroad Ave. Las Vegas, NM 87701
3. When organized: 1964
4. If a corporation, where incorporated: New Mexico
5. How many years have you been engaged in the contracting business under your present firm or trade name? 57 Years
6. Contracts on hand (schedule these, showing amount of each Contract and the appropriate anticipated dates of completion):
See Attached
7. General character of work performed by your company: General Construction, Plumbing, Utilities, Well Drilling, and Road Work.
8. Have you ever failed to complete any work awarded to you? No
If so, where and why? _____
9. Have you ever defaulted on a contract? No
If so, where and why? _____
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed:
See Attached
11. List your major equipment available for this contract:
See Attached
12. Experience in construction work similar in importance to this project: 1964

13. Background and experience of the principal members of your organization, including the officers: See Attached
14. Credit Available: 1 Million
15. Give bank reference: Community 1st Bank Mike Fields 505-425-7584
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder Qualifications

Dated at Las Vegas, NM

this 23 day of November, 2021.

Hays Plumbing & Heating

Bidder

By: Gordon Hays

Title: President

STATE OF NEW MEXICO)
COUNTY OF San Miguel)ss

Gordon Hays, being duly sworn, deposes and
says that he is President of
Hays Plumbing & Heating, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 23 day of November, 2021.

Regina Herrera
Notary Public

My Commission expires: 7-15-2025



OFFICIAL SEAL
REGINA HERRERA
NOTARY PUBLIC, State of New Mexico
My Commission Expires 7-15-2025

#6

BIDDER: Hays Plumbing & Heating, Inc.

Current Work Experience Schedule

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Percentage Completed	Project Title & Brief Description of Work Performed
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Company: Stantec Consulting Services Telephone: 575-538-5395	\$ 1,791,000.00	2%	National Avenue/Bridge Street Improvements
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$ 313,741.00	75%	NMDOT Lift Station Improvements Utility Work
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Ramses Ortega Company: Stantec Consulting Services Telephone: 575-538-5395	\$ 314,300.00	5%	Dee Bibb Lift Station Improvements Utility Work
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$ 507,429.45	95%	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work
2020	Name: West Las Vegas Schools Address: 179 Bridge St Las Vegas NM 87701 Telephone: 505-426-2300	Name: Verlyn Miller Company: Miller Engineering Telephone:	\$ 219,444.30	95%	West Las Vegas Baseball Field Complex Drainage Project Excavation
2020	Name: NM Department of Transportation D5 Address: PO Box 4127 Santa Fe, NM 87502 Telephone:	Name: Company: Souder Miller & Assoc Telephone: 505-299-0942	\$ 448,770.00	30%	Taos County CN 5100750 Utility Work
2020	Name: Las Vegas City Schools Address: 901 Douglas Ave Las Vegas, NM 87701 Telephone: 505-454-5700	Name: Wayne Yevoli Company: Testudo Engineering Telephone: 505-554-1282	\$ 2,464,915.00	80%	LVCS Los Ninos Phase 2- Utility & Plumbing Work
2019	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Ray Vigil Company: Vigil & Associates Architectural Group Telephone: 505-890-5030	\$ 3,206,385.00	95%	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work

Current Work Experience Schedule**Guide A-4**

#10

Previous Work Experience Schedule

BIDDER: Hays Plumbing & Heating, Inc.

Year	Owner's Name(s), Address & Phone No.	Design Engineer's Name, Address & Phone No.	Contract Amount	Project Title & Scope of Work	Institution Satisfactory with Project
2021	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Keaton Chancellor Company: Souder, Miller & Associates Telephone: 505-299-0942	\$ 319,394.00	Detention Center Lift Station Rehabilitation Utility Work	Very happy with the work that was performed by our company
2020	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Raymond Smith Company: Souder, Miller & Associates Telephone: 505-299-0942	\$ 76,500.00	Solid Waste Facility Fire Suppression Project Fire Suppression System	Very pleased with the work that was performed by our company
2020	Name: Miami DWUA Address: 2153 A State Hwy Miami, NM 87729 Telephone:	Name: Stephen Jerge Company: NCS Engineers Telephone: 505-896-7761	\$144,901.00	Miami DWUA Disinfectant B. Products - Utility Work	Very delighted with the work that was performed by our company
2020	Name: Village of Maxwell Address: PO Box 356 Maxwell, NM 87728 Telephone:	Name: Stephen Williams Company: Dennis Engineering Company Telephone: 505-281-2880	\$62,185.53	Village of Maxwell Well Equipment- Utility Work	Very pleased with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742	Name: Doug Sayre Company: Sayre Engineering Telephone: 505-982-3544	\$748,894.10	Two Supplemental Water Wells in Pendaries, NM- Well and Utility Work	Very satisfied with the work that was performed by our company
2019	Name: City Of Rio Rancho Address: 3200 Civic Center Circle, NM Rio Rancho, NM 87144	Name: Nathan Roberts Company: Bohannon Huston, Inc. Telephone: 505-823-1000	\$145,762.00	Southern Boulevard Pressure Reducing Valve- Pipeline Work	Very thankful with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Wayland Oliver Stantec Consulting Service! Company: Telephone: 575-461-0181	\$522,910.73	Las Vegas Waterline Replacement Design 8th St & Hospital/Chico Dr- Pipeline Work	Very delighted with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$267,660.00	North Grand Avenue Waterline Improvements- Pipeline Work	Very satisfied with the work that was performed by our company
2018	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$1,010,980.00	Bradner Reservoir Fill Line Project- Pipeline Work	Very pleased with the work that was performed by our company
2018	Name: Amos Torres Address: 3388 Mountain View Blvd. Angel Fire, NM 87710 Telephone: 575-377-1677	Name: Carl Abrams Company: HDR Engineering, Inc. Telephone: 505-830-5455	\$304,685.00	Coffey 2 Well Improvements Project- Well Work	Very happy with the work that was performed by our company

2017	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$565,813.07	Cinder Road Water Improvements Project- Pipeline Work	Very glad with the work that was performed by our company
2017	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$247,316.00	East Waterline Loop Segment B-Pipeline Work	Very thankful with the work that was performed by our company
2017	Name: City of Las Vegas Address: 1700 N Grand Ave Las Vegas NM 87701 Telephone: 505-454-1401	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$71,400.00	Storrie Lake Waterline Repair- Pipeline Work	Very happy with the work that was performed by our company
2017	Name: Steve King Address: 2 North Chamisa Drive Santa Fe, NM 87508 Telephone: 505-466-2531	Name: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$233,000.00	Well 2A/2B in Dual Production- Well Work	Very satisfied with the work that was performed by our company
2017	Name: Lawrence Ortiz Address: 1574 State RD 502 West Santa Fe, NM 87506 Telephone: 505-2312586	Name: Jim Corbin Company: Corbin Consulting, Inc. Telephone: (505) 466-4605	\$315,392.33	Pojoaque Water Line- Well & Pipeline Work	Very satisfied with the work that was performed by our company
2016	Name: David Salazar Address: County Road B27 Chapelle, NM Telephone: 505-617-2380	Name: Paul Kennedy Company: Souder, Miller & Associates Telephone: 505-299-0942	\$188,310.11	Chapelle MDWCA Water System- Pipeline Work	Very satisfied with the work that was performed by our company
2016	Name: Robert Perry Address: 1 Civic Plaza NW Albuquerque, NM 87102 Telephone: (505) 768-3000	Name: Molzen Corbin Company: Jonah Ruybalid Telephone: 505-242-5700	\$1,401,608.56	Duranes Pump Station- Pump Work	Very satisfied with the work that was performed by our company
2016	Name: Max Lucero Address: County Road A-20 Ojitos Frios, NM 87701 Telephone: 505-369-8709	Name: Crispin Kenney Company: Souder, Miller & Associates Telephone: 505-299-0942	\$213,783.64	Gabaldon Water System Improvement Project- Well Work	Very satisfied with the work that was performed by our company
2016	Name: State of NM Address: Telephone:	Name: Company: Bridgers & Paxton Telephone: 505-883-4111	\$1,997,734.59	NMBHI Mechanical System Upgrades- Utility & Plumbing	Very satisfied with the work that was performed by our company

Previous Work Experience Schedule
Guide A-4

#11

LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE	CONDITION	ACQUIRED
Skidsters	Within the last 10 years	Excellent Working Condition	\$17,000 & \$8,000
210 Link Belt Excavator	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
Link Belt 330 Excavator	Within the last 10 years	Excellent Working Condition	\$ 49,000.00
Komatsu Excavator	Within the last 10 years	Excellent Working Condition	\$ 47,000.00
12 Yard Mack Dump Truck	Within the last 6 months	Excellent Working Condition	\$ 10,000.00
12 Yard Mack Dump Truck	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
580 Backhoe	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Compactors	Within the last 10 years	Excellent Working Condition	\$ 10,000.00
Ingersoll 5 Foot Drum Compactor	Within the last 10 years	Excellent Working Condition	\$ 12,000.00
Portable 3 Deck Screening Plant	Within the last 10 years	Excellent Working Condition	\$ 40,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	\$ 47,000.00
Komatsu Loader	Within the last 2 years	Excellent Working Condition	\$ 47,000.00
4000lb Hammer	Within the last 4 Years	Excellent Working Condition	\$ 10,000.00
4000lb Hammer	Within the last 4 Years	Excellent Working Condition	\$ 10,000.00
4000lb Hammer	Within the last 2 Years	Excellent Working Condition	\$ 10,000.00
Dozer	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Dozer	Within the last 10 years	Excellent Working Condition	\$15,000 & \$20,000
Grader	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
20 Yard Belly Dump	Within the last 10 years	Excellent Working Condition	\$ 20,000.00
20 Yard Belly Dump	Within the last 2 Years	Excellent Working Condition	\$ 20,000.00
Peterbilt Water Truck	Within the last 2 years	Excellent Working Condition	\$ 30,000.00
Peterbilt Semi Hauler	Within the last 10 years	Excellent Working Condition	\$ 30,000.00
Kenworth Semi Hauler	Within the last 6 months	Excellent Working Condition	\$ 30,000.00
Various other trucks and vehicles available for use as needed***			

#13

JASON OLE DALE
Po Box 876
Las Vegas, NM 87701

(W) 505 425-7535
Cell (505 429-1571

Education:

LVTI (LCC; Las Vegas, NM) – Welding Certificate
NM State University (Las Cruces, NM) 2-year core requirements
Santa Fe High School (Santa Fe, NM) Graduated -1979

Licenses and Certificates:

Plumbing License #8243, Classifications MM98, GB98, GF-9
Journeyman Plumber License #JPG 5867
SMAW-AWS Pipe & Plate Welding

Work Experience:

2009 - Vice-President/Owner of Hays Plumbing & Heating, Inc. (Las Vegas, NM)

1982 – Present Hays Plumbing & Heating, Inc. (505) 425-7535
600 Railroad Avenue
Las Vegas, NM 87701

1990 – Present – Project Estimator & Supervisor
Estimate and bid projects, contract review and issue, project
scheduling, material ordering, man-power dispensing, project
coordinator, on the job direction, close out job and pay requests.

1990 – 1987 – Journeyman Plumber & Gas Fitter

Randy J. Hays
P.O. Box 882
Las Vegas, NM 87701
(505) 429-1172 (C)
(505) 425-7535 (W)

Education

Robertson High School (Las Vegas, NM) – 1988 Graduated
Luna Voc. Tech (LCC) (Las Vegas, NM) - 1987 Welding Program

Licenses and Certificates

Journeyman Plumber – 1993 License #06836
Journeyman Gas Fitter – 1993 License #06836
Mechanical Contractors License – w/Hays – 1998 License #8243 MM98; LP 04; GF 98
General Contractors License – w/Hays GB98
Trench Shoring Certified – 2000
Certified Welder #9764- 1993
Well Drillers License #WD 585
Commercial Drivers License
Geothermal Certified

Work Experience

1988 - Present Hays Plumbing & Heating, Inc. (505) 425-7535
600 Railroad Avenue
Las Vegas, New Mexico 8770

Supervisor/Foreman – Several Plumbing Projects

Well Drilling Supervisor

Several years of Drilling water wells; domestic and livestock wells.

Have installed several residential Submersible Pump Systems and Windmills towers.

Equipment Operator

Excavator
Backhoe
Dozer
Drilling Rig
Trencher

BRIAN M. COCA

Objective

Pursue employment in promoting my skills, knowledge, and values within the organization.

Professional Qualifications

- *Proficient in operating small, medium, and heavy duty equipment*
- *Experienced mechanic with diesel or gas engines*
- *Experienced welder (Arc and Mig welders)*
- *Skilled in transporting equipment*
- *Experience with installation and maintenance of culverts*
- *Experience with cement work, carpentry, and plumbing*

Equipment/Machines

Bobcat, Grader, Loader, Backhoe, Excavator, Aerial lift, Forklift, Dump Truck, Bulldozer, Tractor, Hand Power Tools, Jack Hammer

Other Skills

- *Possess a High School Diploma (Robertson High School 2001)*
- *Possess a NM Class "A" Commercial Driver's License*
- *Computer Skills (Microsoft word and Excel)*
- *Office Skills (Copier, Fax, and Telephone)*
- *Language Skills (English and Spanish)*

Community Activities

- *Watrous Volunteer Fire Department*
- *Volunteer with the San Miguel County 4-H Program*

Work History

2011-Present	<u>Hays Plumbing and Heating</u>	Las Vegas, NM
	Operator	
2004-2009	<u>A Lazy 6 Ranch and Equipment Rental</u>	Las Vegas, NM
	Mechanic, Ranch Hand	
Fall 2003	<u>Cone Construction</u>	Albuquerque, NM
	Operator	
2002-2003	<u>Northern Mountain Construction</u>	Taos, NM
	Operator	
Summer 2001	<u>Fort Union National Monument</u>	Watrous, NM
	Laborer	

Reference

Bob Anderson	Owner of A Lazy 6 Ranch and Equipment Rental	505-660-2909
Sam Ramirez	Rock Road Gravel Products Foreman	505-617-1270
Terry Meeks	Manager of A Lazy 6 Equipment Rental	505-517-0035

Joe A. Aragon, III
P.O. Box 3102
Las Vegas, NM 87701
(505) 425-8770 (H)
(505) 425-7535 (W)

Education

Robertson High School – 1989 Graduated

Licenses and Certificates

Journeyman Plumber – 1994 License #09974
SMAW Welding & Inspection Specialist - 2009

Work Experience

Hays Plumbing & Heating, Inc.
600 Railroad Avenue
Las Vegas, New Mexico 87701
(505) 425-7535

Went to work full time in 1994– worked part time before that.

Job Highlights

Foreman – Plumbing

NMHU Science & Tech. – Las Vegas, NM
NMHU Miscellaneous Buildings – Las Vegas, NM
Las Vegas City Schools (Several different schools)– Las Vegas, NM
West Las Vegas Schools (Several different schools) – Las Vegas, NM
Las Vegas Wal-Mart
Alta Vista Hospital – Las Vegas, NM
Santa Fe High School Several Buildings Renovations – Santa Fe, NM
Raton Public Schools – Raton, NM
School for the Deaf – Santa Fe, N
Taos National Armory Building – Taos, NM
Espanola Teen Center – Espanola, NM
Los Alamos Senior Center – Los Alamos, NM
Wagon Mound Public Schools – Wagon Mound, NM
Springer Schools – Springer, NM

Section 00450

Gordon Hays

being first duly sworn, deposes and says that:

- By: Gordon Hay
Title: President

Subscribed and sworn to before me this 23 day of November, 2021.

My Commission expires: 7-15-2025



 OFFICIAL SEAL
REGINA HERRERA
NOTARY PUBLIC, State of New Mexico
My Commission Expires 7-15-2025

CERTIFICATION OF NONSEGREGATED FACILITIES

Section 00460

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The construction contractor agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity Clause and that he will retain such certifications in his files.

By: _____

Title: President

Subscribed and sworn to before me this 23 day of November, 2021

Regina Herrera
Notary Public

My Commission expires: 7-15-2025



OFFICIAL SEAL
REGINA HERRERA
NOTARY PUBLIC, State of New Mexico
My Commission Expires 7-15-2025

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Section 00470

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Bidder or perspective contractor, or any of their proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether he has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Hays Plumbing & Heating, Inc.

Address: 600 Railroad Ave. Las Vegas, NM 87701

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

X Yes No

2. Compliance reports were required to be filed in connection with such Contract or subcontract.

X Yes No

Certification - The information above is true and complete to the best of my knowledge and belief.

Gordon Hays, President

Name and Title of Signer (please type)

Gordon Hays
Signature

11/23/2021

Date

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

Name(s) of Applicable Public Official(s) if any: (Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

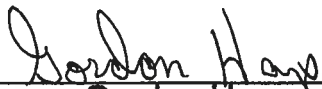
Signature

Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE
to an applicable public official by me, a family member or representative.


Signature **Gordon Hays**

Date

11/23/2021

President

Title (Position)



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/3/2021

Department: Public Works/Utilities

Item Topic: Approval of the purchase of a 2023 Mack 10-12 yard Dump Truck a Salt Spreader and Plow attachment from Bruckner's Truck Sales Inc. The total cost of the vehicle with spreader and plow is \$253,052.00 and will be purchased through CES Contract #2020-31B-C106-ALL.

Fiscal Impact: None

Attachments: Quote's, CES Contract

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.

Approved for submittal by:

Reviewed by:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Contract No. _____

Denied _____

Approved _____

Other _____



Bruckner Truck Sales, Inc. CES Quote

Date: **November 5, 2021**

CUSTOMER INFORMATION	
Name:	City of Las Vegas
Name:	
Address:	1700 N. Grand Ave.
CSZ:	Las Vegas, NM 87701
Phone:	Cell: 505-652-8750
Fax:	Contact: Daniel Gurule
Email:	dgurule@lasvegasnm.gov

EQUIPMENT INFORMATION	
Stock #:	Order# 21213348
Year:	2023
Make:	Mack
Model:	GR64FR
VIN:	1M2GR4GC0P033588
Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Mack MP8 13L	Wheelbase:	226"
Horsepower:	505HP - 1,860 lb/ft Torque	Frame:	11.81"x3.54x0.437"
Engine Brake:	Powerleash	Interior Trim:	Premium Package - Steel Gray
Transmission:	Mack M-Drive HD 13spd w/ Crawler Gear	Wheels Front:	Steel
Front Axle:	18,000lb	Wheels Rear:	Steel
Rear Axle:	40,000lb	Tire Size:	
Rear Suspension:	Camel Back - Multi-Leaf	Tire Front:	385/65R22.5
Ratio:	3.98	Tire Rear:	12R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep

10-12yd Dump - Spreader - Plow (As Specified by MCT)
FOB Albuquerque, NM
5yr/250k Mile Extended Engine & EATS Coverage
CES Contract - Bruckner's 2020-31B-C106-ALL

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	248,723.00	248,723.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:			-	
Quantity	1			
OTHER CHARGES:				
Tax, Title, and License Fees (Estimated):				-
Purchase Coverage	Type: 5yr/250k Mile Engine & EATS		4,329.00	4,329.00
Insurance	Type:			-
VRS Temp Tag and Doc Fees:				-
Cash Down Payment:				
TOTAL:			\$253,052.00	253,052.00

Dealer Signature: _____

Customer Signature: _____

Date: **11/5/2021**

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

NOT AN INVOICE



Contract Addendum I
CES Contract # 2020-31B-C106-ALL
Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Service

Date: March 1, 2021

To: BRUCKNER TRUCK CENTERS OF NM

RE: Amending the CES Terms and Conditions for Direct Purchase:

This Amendment I is issued to incorporate the CES Direct Purchase Program for those Vendors that are participating in the program. Therefore, Amendment I is to supplement, the following for the procurement file and with immediate effect, to the CES Terms and Conditions.

The following sections are Amended as follows:

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES Member/Participating Entity according to the payment schedule established by CES, if awarded a contract. In the event that an alternative pricing method is approved by CES, then CES will determine the administrative fee amount and payment arrangements.

Ordering Process - Direct Purchase: For CES Direct Purchase the Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the Member/Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Payment by CES – This section is deleted in its entirety.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made after actual goods and/or services are verified, received and accepted by the Member or Participating Entity.
6. Payments will be made in full compliance with Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. If the estimate of work/and or goods received are not approved and certified by the Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
8. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Agreed effective the above date:

Cooperative Educational Services
OF NM

David Chavez

Printed Name

By: David Chavez

Title: Executive Director

BRUCKNER TRUCK CENTERS

Evan Smith

Printed Name

By: [Signature]

Title: GM

**MCT, Inc.**7451 Pan American Freeway NE
Albuquerque, NM 87109Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com**Sales Quote****22888****Quoted 11/5/2021****Bill To**BRUCKNER'S TRUCK SALES, INC.
8101 DAYTONA RD. NW
ALBUQUERQUE, NM 87121**Ship To**8101 DAYTONA RD NW
ALBUQUERQUE, NM 87121**Contact**RYAN
(806) 376-6273

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
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JMO 11/5/2021

Net 30

Product	Description	Ordered	Price	Disc %	Amount
530U-14	PER CES CONTRACT #2020-31B-C116-ALL DUMP BODY, STATE SPEC, UNDERBODY HOIST, LED LIGHT KIT, 10.5-13 YARD, 168"X86" 5	1.00	59,632.00	5.00%	\$56,650.40
OPTION G	ELECTRIC BRAKE CONTROLLER	1.00	700.00	5.00%	\$665.00
OPTION M	ELECTRIC TARP SYSTEM	1.00	1,960.00	5.00%	\$1,862.00
MCV-168-82-54-NM	MONROE SALLT SPREADER	1.00	22,900.00	5.00%	\$21,755.00
OPTION B	MATERIAL PRE-WET SYSTEM DELETE	1.00	-1,710.00		(\$1,710.00)
OPTION E	TEN CUBIC YARD BOX CAPACITY	1.00	4,700.00	5.00%	\$4,465.00
OPTION K	ADJUSTABLE LEG KIT	1.00	6,400.00	5.00%	\$6,080.00
MP4R10-15CT-10GA	10 FOOR SNOW PLOW	1.00	14,000.00	5.00%	\$13,300.00
OPTION E	FOLD DOWN LIFT FRAME	1.00	450.00	5.00%	\$427.50
OPTION P	REAR ENGINE PTO/PUMP SHAFT CONFIGURATION	1.00	789.47	5.00%	\$750.00

Sub-total \$104,244.90**Quote Good for 30 Days****Total \$104,244.90**



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/06/21

Department: Utilities-Public Works

Item/Topic: Resolution No. 21-51 accepting the match waiver for project #D19040, Control No. HW2LP40020. As part of the New Mexico Department of Transportation Project Fund Agreement (TPF) submittal criteria, it is required that a resolution of support from our local governing body to accept the match waiver administered by the NMDOT and DFA for the planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management and miscellaneous construction on Legion Drive. Total matching funds being waived are \$191, 234.30.

Fiscal Impact: None.

Attachments: Resolution No. 21-51, match waiver amendment to grant offer.

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.

Approved For Submittal By:

Reviewed By:

Department Director

Finance Director

City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**CITY OF LAS VEGAS NEW MEXICO
RESOLUTION 21-51**

A RESOLUTION SUPPORTING THE CITY'S MATCHING FUNDS WAIVED FOR LEGION DRIVE ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AND THE DEPARTMENT OF FINANCE AND AUTHORITY (DFA).

WHEREAS; the City of Las Vegas ("City") Governing Body has declared improvements are needed to Legion Drive as a necessity for safety and well being of citizens of Las Vegas, New Mexico, and support the City of Las Vegas matching funds being waived for the planning, designing, construction, reconstruction, pavement rehabilitation, drainage improvements, construction management, and miscellaneous construction to Legion Drive; and

WHEREAS; New Mexico Department of Transportation's share shall be 95% or \$3,633,451.70; and

WHEREAS; The City of Las Vegas' proportional matching share shall be 5% which is covered by the Match Waiver Program and is \$191,234.30; and

WHEREAS; the total project cost is \$3,824,686.00; and

WHEREAS; the City will not have to contribute their 5% (\$191,234.30) to complete the total of the funding requested of \$3,824,686.00 for Fiscal Year 2021 TPF program ; and

WHEREAS; the City of Las Vegas shall pay all costs that exceeds the total amount of \$3,824,686.00; and

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas Local Governing Body does accept the Matching Funds being Waived by NMDOT and DFA, for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements, and Miscellaneous Construction be done to Legion Drive.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF DECEMBER 2021.

Louie A. Trujillo, Mayor

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

Contract No.	<u>D19040/1</u>
Vendor No.	<u>0000054343</u>
Control No.	<u>LP40020</u>

FIRST AMENDMENT TO TRANSPORTATION PROJECT FUND

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Las Vegas (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D19040 , on 10/5/2021 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to waive the Public Entity's 5% matching share, as provided for under NMSA 1978, Section 67-3-78; and,

Whereas, the State Transportation Commission approved the Project changes on November 18, 2021; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

2. Project Funding.

a. The estimated total cost for the Project is Three Million Eight Hundred Twenty Four Thousand Six Hundred Eighty Six Dollars and No Cents (\$3,824,686.00) to be funded in proportional share by the parties as follows:

1. Department shall fund the Project from the following Programs:

TPF State Fund	95%	\$3,633,451.70
Match Waiver Program	5%	\$191,234.30

2. The Public Entity's required proportional matching of 5% is **Waived**

3. Total Project Cost

\$3,824,686.00

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Three Million Eight Hundred Twenty Four Thousand Six Hundred Eighty Six Dollars and No Cents (\$3,824,686.00).

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page is intentionally left blank.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Las Vegas

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

By: _____
City of Las Vegas Clerk

Date: _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/6/2021

Department: Finance

Item/Topic: Approval of Resolution No. 21-52 request to sell of obsolete city assets at on online auction, obsolete excess property, equipment, scrap metal, and other items deemed unusable.

Fiscal Impact: Any and all funds received from the sale of these inventoried obsolete and surplus assets will go into the specific fund in which the item was deleted.

Attachments: Resolution No. 21-52 and the auction listing in pdf format.

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.

Approved For Submittal By:

E. Baguer 12-6-21
Department Director

[Signature]
City Manager

Reviewed By:

E. Baguer 12-6-21
Finance Director

[Signature]
City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Referred To: _____

Continued To: _____

Denied _____
Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 21- 52

**A RESOLUTION TO APPROVE
THE SALE OF OBSOLETE CITY ASSETS AT AN ONLINE AUCTION.**

WHEREAS, the City of Las Vegas ("City") owns and possesses certain inventoried obsolete and surplus assets; and

WHEREAS, the City desires to hold an online auction to receive competitive bids for the obsolete and surplus assets; and

WHEREAS the City desires to hold said online auction in the Winter of 2021; and

WHEREAS, the City will benefit from the sale and disposal of the obsolete and surplus assets.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the sale of the inventoried and surplus assets.

ACCEPTED AND APPROVED this day ____ of December 2021.

Mayor Louie A. Trujillo

ATTEST:

Reviewed and approved as to legal sufficiency only:

Casandra Fresquez, City Clerk

Scott Aaron, City Attorney

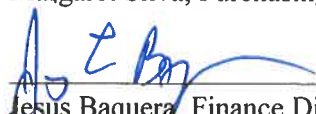
Auction Time

TO: All Departments

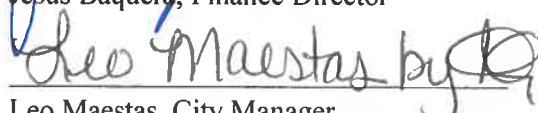
FROM:


Margaret Silva, Purchasing Warehouse Specialist

THRU:

 11-18-21
Jesus Baquera, Finance Director

THRU:


Leo Maestas, City Manager

DATE: November 18, 2021

SUBJECT: Auction Process

As per City Manager, Leo Maestas, it is mandatory for all departments to participate for the on-line auction **estimated to be held in December 2021/January 2022.** Departments will need to follow the following process for adding items to the auction list:

All items that departments would like to add to the Auction lists:

*1st - Each Department will compile a list with **a complete description** of items to be auctioned using forms provided by the Purchasing Inventory Clerk by e-mail. The Department will submit this form to the Inventory Clerk. **Deadline to submit form: November 30, 2021.**

*****A COMPLETE DESCRIPTION OF ITEMS *** - BE VERY DESCRIPTIVE ABOUT YOUR ITEMS. TRY TO GET AS MUCH INFORMATION AS POSSIBLE TO HAVE A BETTER CHANCE OF SELLING YOUR ITEM AND TRYING TO GET THE MOST OUT OF IT AS YOU CAN. THIS MIGHT ALSO HELP WITH PEOPLE NOT HAVING TO CONTACT YOU AS MUCH ABOUT THE ITEM. TRY TO MENTION THINGS THAT YOU WOULD WANT TO KNOW AS IF YOU WANTED TO BUY THESE ITEMS. THE MORE DESCRIPTIVE YOU ARE THE BETTER!!!**

(There will be three different forms, **Vehicles/Heavy Equipment, Computer Equipment and Miscellaneous Items**).

*2nd – Lists will be sent to each Department on **December 1, 2021** to make sure there is not a need within the City for those items. **Department must transfer assets accordingly.**

*3rd – Each Department will compile **a finalized list** of items to be auctioned; the Department will submit this completed form to the Inventory Clerk. **Deadline to submit form: December 3, 2021.**

*4th – Departments will need to schedule an Appointment with Kenny Roybal, I.T. **before December 10, 2021** to have all hard drives removed from computers. If hard drives are not removed by that date the computer will not be eligible for this auction as per state regulation.

*5th – When auction is said and done, a list of sold items will be turned in to the Deputy Finance Director, so items can be removed from the Fixed Asset Lists (not all items will apply).

NO EXCEPTIONS WILL BE MADE TO THESE DEADLINES.

This will give us the time needed to obtain all the proper documentation for the vehicles in time to include it in the **December/January** auction.

***The Departments will be responsible for removing all City of Las Vegas logos, cleaning out all vehicles and disposing of any and all waste, and ensuring that all City of Las Vegas documentation and property is removed from the vehicles.**

G-plates and any fuel cards are to be turned over to Inventory at the time that the list is submitted to Inventory Clerk.

*****Any valuable assets that were purchased with grant funds will need DFA approval attached. *****

*****No items will be accepted by Finance/Purchasing for storage. It is the Departments responsibility to store the items until sale of said item, and also to have the items available for pickup. *****

*****NO ITEMS ARE TO BE LEFT ON THE PURCHASING/INVENTORY DOCK*****

***A contact person will need to be appointed from each Department that participates in the auction. This will be the go to person throughout the whole auction process!!!**

***The contact person from each Department will need to communicate with the Inventory Clerk for setting up a time to come to the Department and photograph all items to ensure**

proper listing and better chance of sale on web – site. Make sure items are in an accessible area so that good pictures can be taken. Good pictures will help describe and sell items.

If there are any questions please call or email Margaret Silva @ 505-454-1401 Ext. 1107 or margarets@lasvegasnm.gov.

Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: _____

Make/Manufacture: _____

Model: _____

Mileage/Hours: _____

VIN #: _____

Running Condition: Runs Well Runs Doesn't Run Unknown

Engine Make, Size, & Gas Type: _____

Transmission Type: _____

Brakes: _____

Hydraulics Condition: _____

Body Style: _____

Tires: _____

General Description: _____

Digital Picture # (no limit on qty) _____

Inventory #: _____

Storage Address (pickup location) _____

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: _____

Employee Signature: _____

Department: _____

Title: _____

Date: _____

Minimum starting bid of this item (must be filled in by manager or director): _____

Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: _____

Make/Brand: _____

Model: _____

Quantity: _____

Description: _____

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): _____

Department: _____

Minimum starting bid of this item (must be filled in by manager or director): _____

CITY OF LAS VEGAS
1700 N. GRAND AVE.
LAS VEGAS, NM 87701

PHONE#
505-454-1401

FAX#
505-454-8027

QUOTE SHEET

FAX BACK BY: DECEMBER 2, 2021 @ 5:00PM

VENDOR: PUBLIC SURPLUS

EMAIL: bradleymilligan@the-publicgroup.com

	QTY	UNIT MEAS	ITEM & DETAILED DESCRIPTION	PART #	UNIT PRICE	EXT. PRICE	CONTROL NUMBER
1			ON LINE AUCTION SERVICE - 2021		10% to Buyer		FINANCE
			PLEASE INCLUDE PREMIUM FEES				
			FOR FUTHER QUESTIONS OR INFO PLEASE				
			CALL MARGARET @ 505-454-1401 EXT. 1107				

****IF FREIGHT APPLIES PLEASE QUOTE - WILL NOT PAY IF FREIGHT NOT QUOTED****
ALL ORDERS ARE FOB DESTINATION

QUOTATION BY: Zack Corbett

SIGNATURE: 

13-1-34. DEFINITION: BRAND NAME OR EQUAL SPECIFICATION.

"Brand name or equal specification" means a specification describing one or more items by manufacturer's name or catalogue number to indicate the standard of quality, performance or other pertinent characteristics and providing for the substitution of equivalent item. History Laws 1984 ch. 65 7

ATTENTION: PROSPECTIVE MECHANICS FOR VEHICLE REPAIR

Please provide the City of Las Vegas with a copy of your establishment's "GARAGE LIABILITY INSURANCE".

The garage liability insurance will provide coverage for any damage to city owned vehicles or property while in your possession.

THANK YOU!

THANK YOU!

MARGARET SILVA
PURCHASING/INVENTORY
PHONE: (505) 426-3247
FAX: (505) 454-8027
margarets@lasvegasnm.gov



Margaret Silva <margarets@lasvegasnm.gov>

Public Surplus quote

Bradley Milligan <bradleymilligan@thepublicgroup.com>
To: Margaret Silva <margarets@lasvegasnm.gov>

Thu, Dec 2, 2021 at 2:10 PM

Please see attached.

[Quoted text hidden]

[Quoted text hidden]

This communication is the property of [The City of Las Vegas](#) and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

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Thanks,

Bradley Milligan
Agency Support Representative
The Public Group - Public Surplus
PH: 801-932-7000 x 494
FX: 801-932-7001
bradleymilligan@thepublicgroup.com
www.publicsurplus.com

 **Las Vegas - New Mexico Quote.pdf**
573K



Margaret Silva <margarets@lasvegasnm.gov>

Public Surplus quote

2 messages

clvcopier@ci.las-vegas.nm.us <clvcopier@ci.las-vegas.nm.us>

Tue, Nov 30, 2021 at 3:06 PM

Reply-To: clvcopier@ci.las-vegas.nm.us

To: MARGARETS@lasvegasnm.gov

Please open the scanned attachment

Number of Images: 1

Attachment File Type: PDF

Device Name: VersaLink C7025

Device Location: Purchasing/Inventory

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The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours

*

*

This communication is the property of The City of Las Vegas <<http://lasvegasnm.gov>> and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

**Xerox Scan_11302021150632.pdf**
454K

Margaret Silva <margarets@lasvegasnm.gov>

Tue, Nov 30, 2021 at 3:02 PM

To: Bradley Milligan <bradleymilligan@thepublicgroup.com>

Good afternoon Brad, please find the attached quote. If you have any questions please let me know. Thank you and have a great afternoon!

Margaret Silva**Purchasing Warehouse Specialist****Phone # (505) 454-1401 Ext. 1107****Fax # (505) 454-8027****Email: margarets@lasvegasnm.gov**

[Quoted text hidden]

**Xerox Scan_11302021150632.pdf**
454K

CITY OF LAS VEGAS
1700 N. GRAND AVE.
LAS VEGAS, NM 87701

PHONE#
505-454-1401

FAX#
505-454-8027

QUOTE SHEET

FAX BACK BY: DECEMBER 2, 2021 @ 5:00PM

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EMAIL: bradleymilligan@the-publicgroup.com

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			FOR FUTHER QUESTIONS OR INFO PLEASE				
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THANK YOU!

THANK YOU!

MARGARET SILVA
PURCHASING/INVENTORY
PHONE: (505) 426-3247
FAX: (505) 454-8027
margarets@lasvegasm.gov

CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4143 / FAX: (520) 791-4735
Nora.corral@tucsonaz.gov
ISSUE DATE: 01/28/2021

CONTRACT # 161468
CONTRACT AMENDMENT NUMBER: One (1)
PAGE 1 of 1
/NC
CONTRACT OFFICER: NORA CORRAL

ONLINE AUCTION SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

In accordance with Contract Special Terms and Conditions, Section 3.1.7, "Term and Renewals", the City hereby exercises its option to renew the contract for the period of **August 11, 2021 through August 10, 2022.**

END OF AMENDED ITEMS

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: THE PUBLIC GROUP

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT

Zackary Corbett
Signature of person authorized to sign Date

Zackary Corbett - Product Manager
Name and Title (typed or printed legibly)

The Public Group
Company Name

3520 North University Avenue
Address

zackaryc@thepublicgroup.com
Email Address

Provo UT 84605
City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Zackary Corbett - Product Manager
Name and Title (typed or printed legibly)

801-932-7000 x 153
Phone Number

zackaryc@thepublicgroup.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 10th DAY
OF February, 2021, AT TUCSON, ARIZONA.

for Jennifer Myers
Director of Business Services and not personally

CITY OF TUCSON

Contract #161468

for

Online Auction Services

with

The Public Group

Effective: August 8, 2016 through August 7, 2021

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Company Name: The Public Group

Address: 3520 North University Avenue

City: Provo State : UT Zip: 84604

Signature of Person Authorized to Sign: *Zackary Corbett*

Printed Name: __Zackary Corbett__

Title: Product Manager

For clarification of this offer, contact:

Name: Zackary Corbett

Title: Product Manager

Phone: (801) 932-7000 x 153

Fax: (801) 932-7001

E-mail: zackaryc@thepublicgroup.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No.

Approved as to form this 8th day of August, 2016.

Awarded this 8th day of August, 2016. CITY OF TUCSON, a municipal corporation

Shay Shul

As Tucson City Attorney and not personally, 2016.

Nathan Daon
for

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM

As Director of Procurement and not personally



Online Auction Services
Executive Summary

Lead Agency: City of Tucson

Solicitation: RFP #161468

RFP Issued: February 10, 2016

Pre-Proposal Date: February 26, 2016

Response Due Date: March 17, 2016

Proposals Received: #6

Awarded to: The Public Group – Contract #161468

The City of Tucson Department of Procurement issued RFP #161468 on February 10, 2016 to establish a national cooperative contract for Online Auction Services.

The solicitation was publicly posted on the City's Website and notices were sent to potential offerors, as well as advertised in the following:

- City of Tucson Website
- Richmond Times-Dispatch, VA
- Hawaii Tribune-Herald, HI
- Daily Journal of Commerce, OR
- The State Media Co. Inc, SC
- The Olympian, WA
- Albany Times Union, NY
- The Salt Lake Tribune, UT
- National IPA website

On March 17, 2016 proposals were received from the following offerors:

- Bar None Auction
- Ehli Auctions
- GovDeals
- Municibid
- Property Room
- The Public Group

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the Public Group and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, AZ, National IPA and the Public Group successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of August 8, 2016.

Contract includes:

- A web-driven Online Auction application;
- Dedicated customer support to provide onsite assistance;
- Provides all training, manuals and on-site/online sessions;
- No software to install or maintain, Public Group keeps the auction site up and running 24 hours a day, 7 days a week, 365 days per year;
- Detailed audit record of all activity in reallocating surplus.

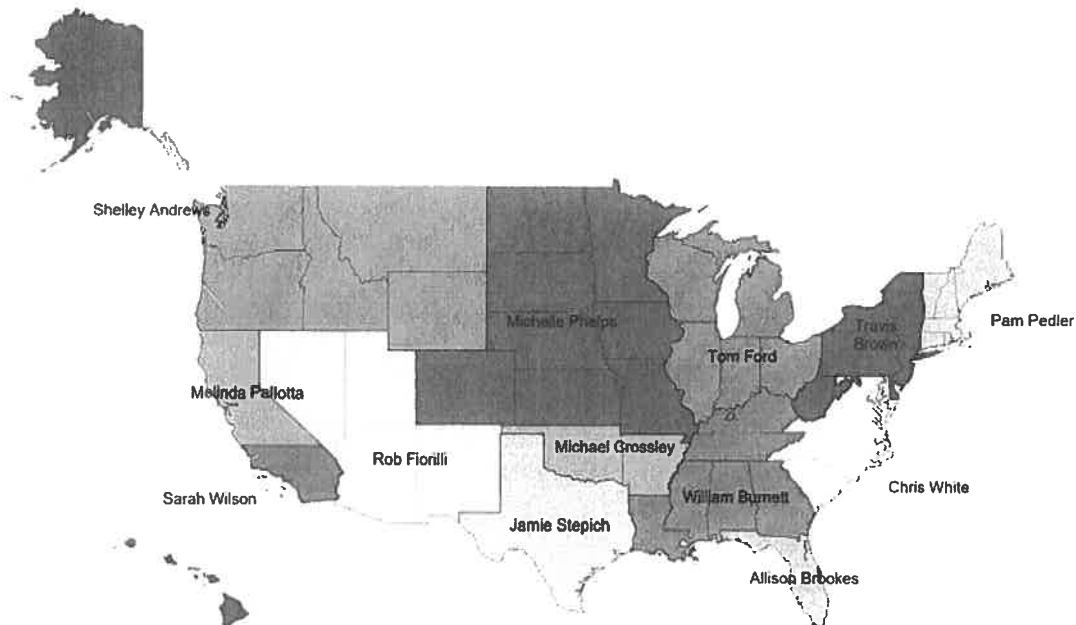
Term:

Initial five (5) year agreement from August 8, 2016 through August 7, 2021 with the option to renew for five (5) additional one-year periods or portions thereof for annual maintenance and professional consulting services through 2026.

OMNIA®

PARTNERS

Public Sector - Municipal & K-12



Doug Looney
Group Vice President - West
Cell: 314-210-8058
doug.looney@omniapartners.com

Shelley Andrews
Regional Manager, Northwest
Cell: 509-998-1503
shelley.andrews@omniapartners.com

Melinda S. Pallotta, C.P.P.O.
Regional Manager, Northern CA
Cell: 209-480-6324
melinda.pallotta@omniapartners.com

Sarah Moncure-Wilson
Regional Manager, Southern CA
Cell: 562-221-7563
sarah.moncure@omniapartners.com

Michelle Phelps
Regional Manager, Heartland
Cell: 720-441-9739
michelle.phelps@omniapartners.com

Rob Fiorilli
Regional Manager, Southwest
Cell: 925-588-5054
rob.fiorilli@omniapartners.com

Tom Ford
Regional Manager, Midwest
Cell: 847-372-3381
tom.ford@omniapartners.com

Amy Smith
Group Vice President - East
Cell: 314-518-3974
amy.smith@omniapartners.com

Travis Brown
Regional Manager, Northeast
Cell: 412-295-6832
travis.brown@omniapartners.com

Jamie Stepich
Regional Manager, Texas
Cell: 817-713-1821
jamie.stepich@omniapartners.com

Chris White
Regional Manager, Mid-Atlantic
Cell: 919-738-6098
chris.white@omniapartners.com

William Burnett
Regional Manager, South
Cell: 404-807-9996
william.burnett@omniapartners.com

Allison R. Brookes, PMP, FCCM
Regional Manager, Florida
Cell: 850-228-7716
allison.brookes@omniapartners.com

Pam Pedler
Regional Manager, New England
Cell: 860-883-9281
pam.pedler@omniapartners.com

Mike Crossley
Regional Manager, South Central
Cell: 940-312-3672
michael.crossley@omniapartners.com

[MENU](#)[REGISTER](#)

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The Public Group

Online Auction Services

Click to expand menu ▼

Competitively solicited and publicly awarded by: City of Tucson, AZ Contract #161468

Fully piggybackable contract for any agency that can use National IPA. The fee structure is 7% and the buyer pays this fee. You do not receive any sort of fee for using our system and we only collect a fee from the buyer on sold and paid items. There is no minimum fee charged.

Contact Information

Zackary Corbett

Product Manager

Email: ZackaryC@thepublicgroup.com

Phone: 801-832-7990 x153

Don Clayton

Public Surplus Sales

Email: DonClayton@thepublicgroup.com

Phone: 801-832-7991 x505

[MENU](#)[REGISTER](#)[Public | Group](#)
[Public | Surplus](#)

The Public Group

Online Auction Services

[Click to expand menu ▾](#)

Supplier Overview

The Public Surplus online auction system was created with unique capabilities exclusively for public agencies. We are confident that our solution will generate more revenue, increase transparency, and reduce the overhead of your surplus operations. I have listed just a few of the many features that over 4,000 government agencies are taking advantage of today. I look forward to discussing these with your agency.

Features:

- **Comply with state, federal, and local regulations:** Designed specifically for government agencies you can rest assured that we designed our system to meet and exceed all regulations regarding surplus disposal for your agency.
- **Simplicity:** Simple navigation and ease of use, all without sacrificing powerful functionality.
- **Large/Qualified Buyer Database:** Increase the number of buyers from your own community and combine them with the largest database of qualified buyers for government agencies.
- **Increase Revenue** - typically 30% - 60% more net revenue when compared to live auctions. We consistently out perform our online competitors as well.
- **NO COSTS:** Our solution is easy on the budget. There is no cost to your agency when selling on Public Surplus™. Free registration, free listing and free payment collections. All fees are paid by the buyer in the form of a buyer's premium and the agency will not be charged anything.

- **Auction Extensions:** Increase revenue and parity with our auction extensions. Everyone has an equal chance to compete while driving up the prices of your auctions.
- **Specific and Customized Reporting:** Our reporting solution is second to none. Let us surprise you with just how comprehensive and simple it is to pull auction data.
- **Payment Collections:** Let us take away the hassle of collecting payment from buyers.. Buyers can pay via credit card and wire transfers for convenience and security.
- **Control:** Live auctions and many online solutions leave government agencies powerless when selling their surplus assets. Public SurplusTM gives you and your agency complete control. Set reserve pricing; retract auctions, and so much more.
- **Transparency:** Increased visibility coupled with increased access are a winning combination for government agencies. We know of no other online solution that offers the level of transparency Public SurplusTM does.
- **Customer Service:** Unmatched customer service. Your agency will have a dedicated support representative to assist you at anytime during business hours. Whether it be for training or just simple questions on the value of an item you are listing, our support representatives are there to assist your agency.

Our brief 30-minute online presentation is the best way to show you the power of our online auction system when coupled with software designed specifically for public agencies. These presentations are done daily on Mikogo and we easily work around your busy schedule. Please let me know if you are interested in viewing one of these and I can get you signed up.

If you are ready to get started selling surplus, click on the link below and fill out the one page registration application. Once you have completed the application, you will receive an email with instructions on how to complete the registration process and obtain full access to the site.

Contact Information

Zackary Corbett

Product Manager

Email: zackaryc@thepublicgroup.com

Phone: 801-932-7000 x153

Don Clayton

Public Surplus Sales

Email: dondclayton@thepublicgroup.com

Phone: 801-932-7000 x500

SUPPLIER WEBSITE

**VEHICLES / HEAVY EQUIPMENT
FOR 2ND AUCTION OF 2021**

VEHICLES/HEAVY EQUIPMENT FOR 2ND AUCTION 2021

PARKS/REC CENTER - CONTACT PERSON: ELIZABETH PINO 505-454-1401-EXT. 1900

DEPARTMENT	YEAR/MAKE	MODEL	VIN #	MILEAGE	
PARKS/REC CENTER	1995 FORD	F-150 4X4	2FTEF14NOSCA40431	UNKNOWN	P./REC-1-VEH
PARKS/REC CENTER	1995 FORD	F-150 4X4	2FTEF14N2SCA40432	116,676	P./REC-2-VEH
PARKS/REC CENTER	1999 DODGE	1500 4X4	3B7HC12Y6XG176639	UNKNOWN	P./REC-3-VEH
PARKS/REC CENTER	1983 FORD	F-250 FLATBED	1FDHF27L2DPA78737	UNKNOWN	P./REC-4-VEH
PARKS/REC CENTER	2008 CHEVY	COLORADO 4X4	IGCDT19E088216408	UNKNOWN	P./REC-5-VEH
PARKS/REC CENTER	2002 FORD	E-350 PASS. VAN	1FBSS31L52HB63314	124,370	P./REC-6-VEH
PARKS/REC CENTER	1999 FORD	E-350 PASS. VAN	1FBNE3IL1XHC08972	105,221	P./REC-7-VEH

WASTE WATER DEPT. - CONTACT PERSON: TIM NIX 505-426-0265

DEPARTMENT	YEAR/MAKE	MODEL	VIN#	MILEAGE	
WASTE WATER DEPT.	1994 FORD	L800 - CON	IFDYR82E6RVA43916	108,260	WW.-1-VEH

Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 1995

Make/Manufacture: Ford

Model: F-150 4x4

Mileage/Hours: N/A

VIN #: 2FTEF14N0SCA40431

Running Condition: Runs Well Runs Doesn't Run Unknown

Engine Make, Size, & Gas Type: Ford - 5.0 Liter - Gasoline

Transmission Type: Automatic

Brakes: Disc Front / Drum Rear

Hydraulics Condition: N/A

Body Style: Long bed single cab

Tires: Fair 235/75/15

General Description: Body Fair, Interior Poor, glass fair, Engine & Trans good, Needs Passenger Side Window

Digital Picture # (no limit on qty) 4

Inventory #: _____

Storage Address (pickup location) 1751 Worth Grand Ave.

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Parks & Rec

Title: Recreation Manager

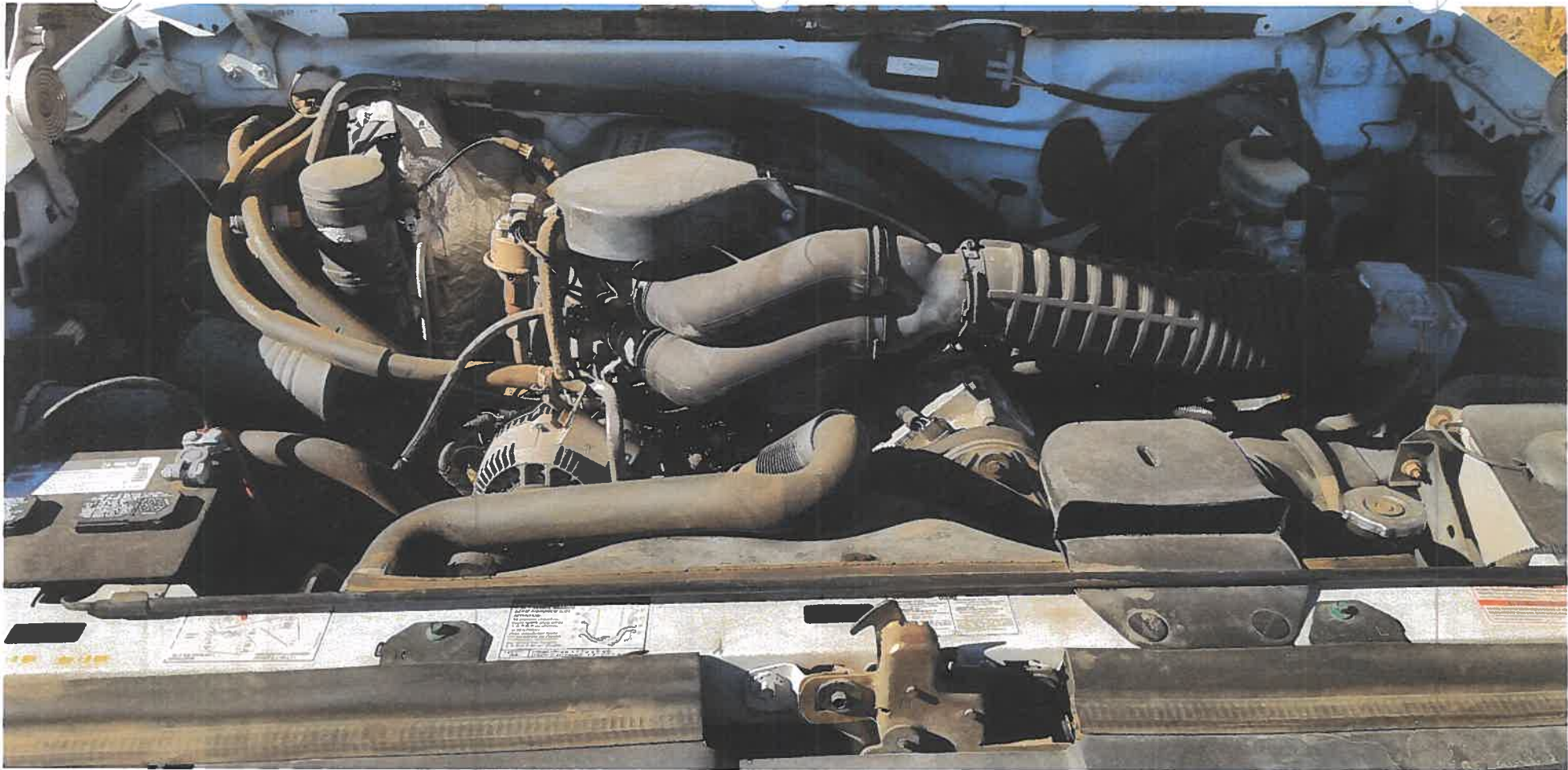
Date: 11-30-21

Minimum starting bid of this item (must be filled in by manager or director): 100.00









Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 1995

Make/Manufacture: Ford

Model: F-150 4x4

Mileage/Hours: 116676.0

VIN #: 2FTEF14N2SCA40432

Running Condition: _____ Runs Well _____ Runs Doesn't Run _____ Unknown _____

Engine Make, Size, & Gas Type: Ford - 5.0 Liter - Gasoline

Transmission Type: Automatic

Brakes: Disc Front, Drum Rear

Hydraulics Condition: N/A

Body Style: Short Bed Pickup

Tires: Fair 235/75/15

General Description: Body in fair condition, glass good, interior poor
Engine & Trans good

Digital Picture # (no limit on qty) 7

Inventory #: _____

Storage Address (pickup location) 1751 North Grand Ave.

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Public & Rec

Title: Rec. Manager

Date: 11-30-21

Minimum starting bid of this item (must be filled in by manager or director): 100.00

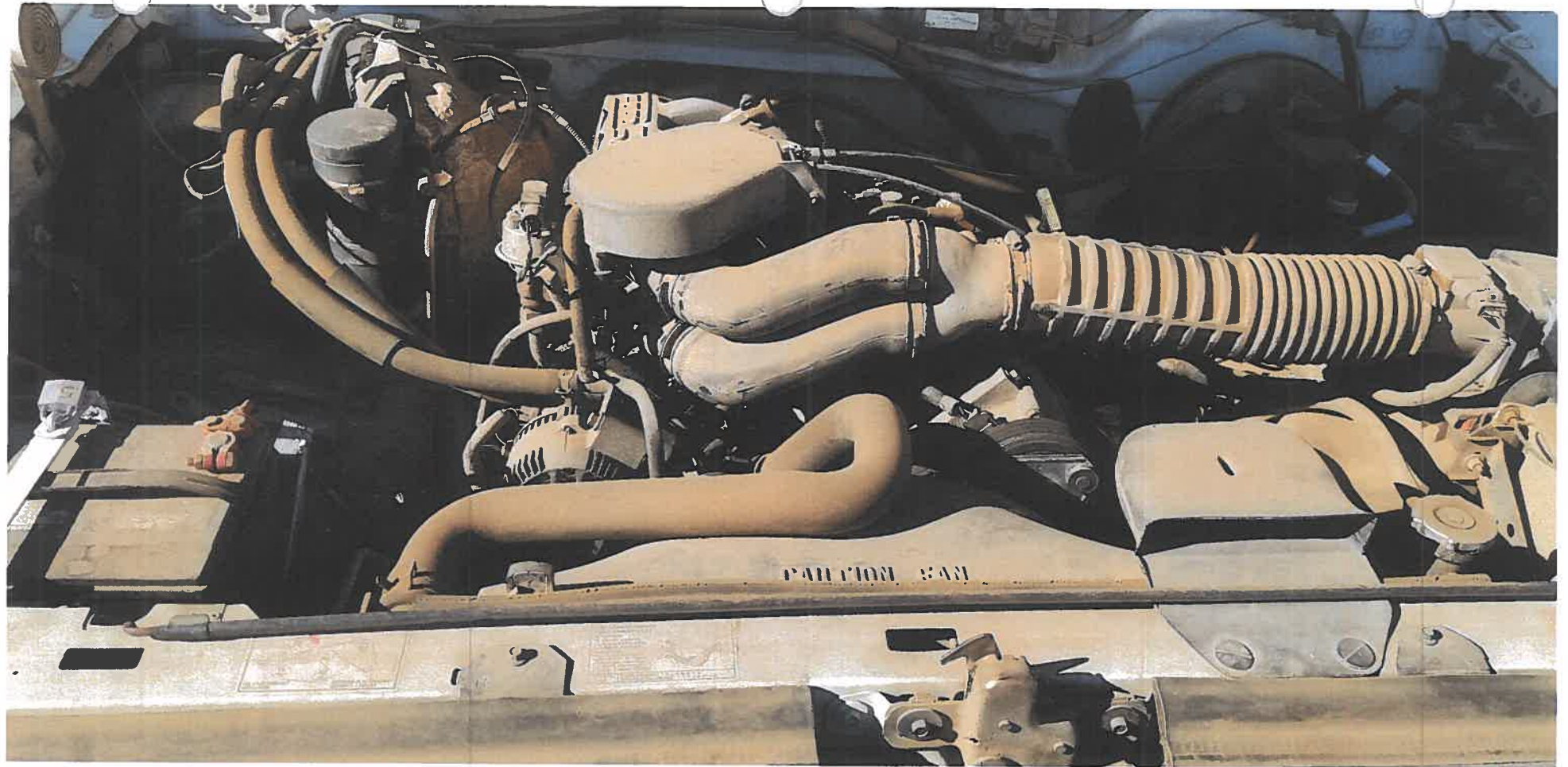














Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 1999

Make/Manufacture: Dodge

Model: 1500 4x4

Mileage/Hours: _____

VIN #: 387HC12Y6XG174639

Running Condition: _____ Runs Well _____ Runs Doesn't Run _____ Unknown

Engine Make, Size, & Gas Type: Dodge - 5.2 Litre - Gasoline

Transmission Type: Automatic

Brakes: Disc Front / Drum Rear

Hydraulics Condition: N/A

Body Style: Extended Cab 4x4

Tires: SPIN 245/75/15

General Description: Body Fair, Interior Poor, Engine & Trans OK

Digital Picture # (no limit on qty) 6

Inventory #: _____

Storage Address (pickup location) 1751 North Grand Ave.

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Park & Rec.

Title: Recreation Manager

Date: 11-30-21

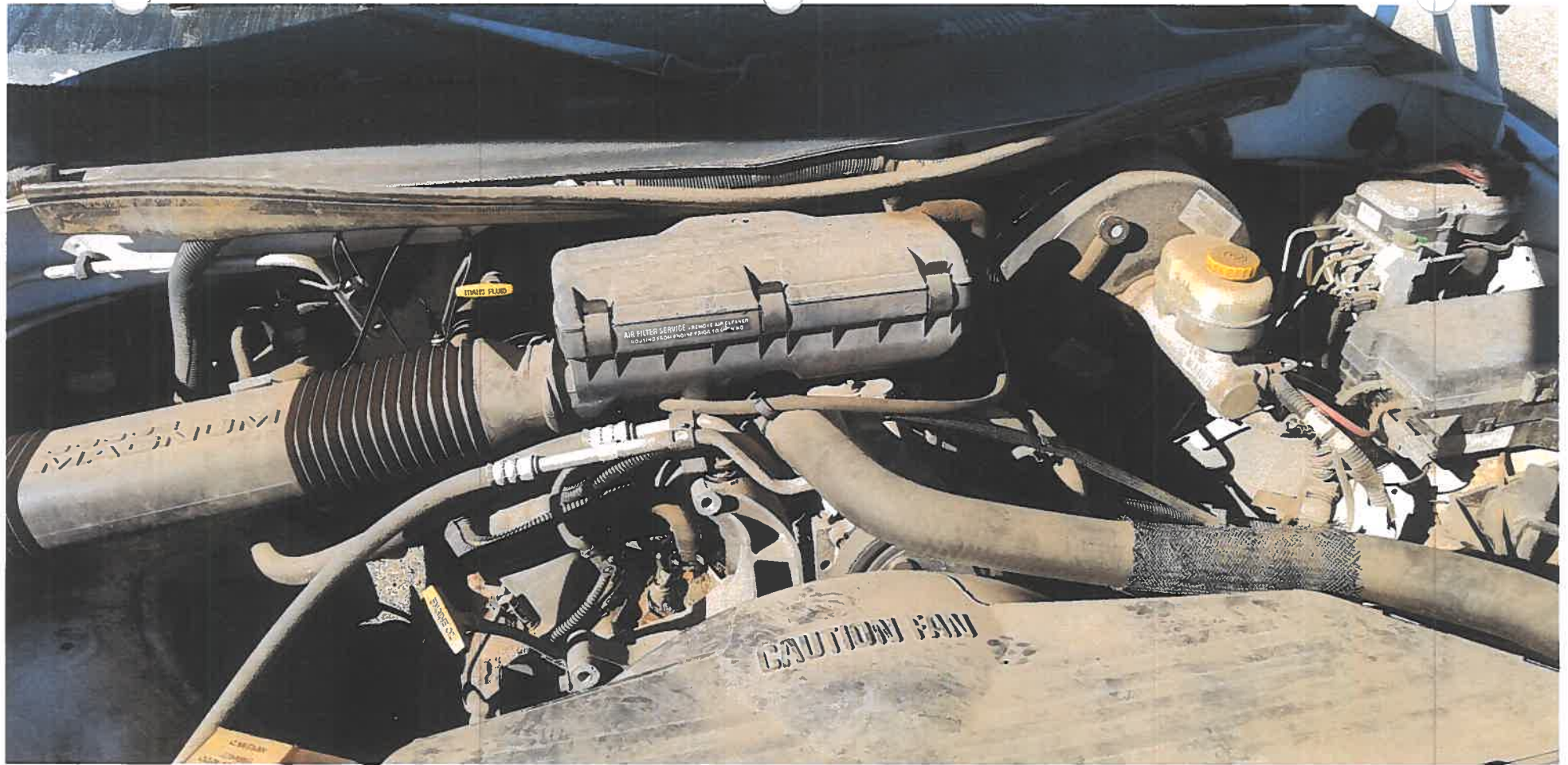
Minimum starting bid of this item (must be filled in by manager or director): 50.00











Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 1983

Make/Manufacture: Ford

Model: F-250 Flatbed

Mileage/Hours: N/A

VIN #: 1FDHF27L2DPA78737

Running Condition: _____ Runs Well _____ Runs Doesn't Run _____ Unknown

Engine Make, Size, & Gas Type: Ford - 7.5 Litre - Gasoline

Transmission Type: Automatic

Brakes: Disc Front / Drum Rear

Hydraulics Condition: N/A

Body Style: Flatbed 2 wheel drive pickup

Tires: Front 235/85/14

General Description: Body fair, Interior poor, Engine & Trans good

Digital Picture # (no limit on qty) 7

Inventory #: _____

Storage Address (pickup location) 1751 North Grand Ave

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Park & Rec

Title: Recreation Manager

Date: 11-30-71

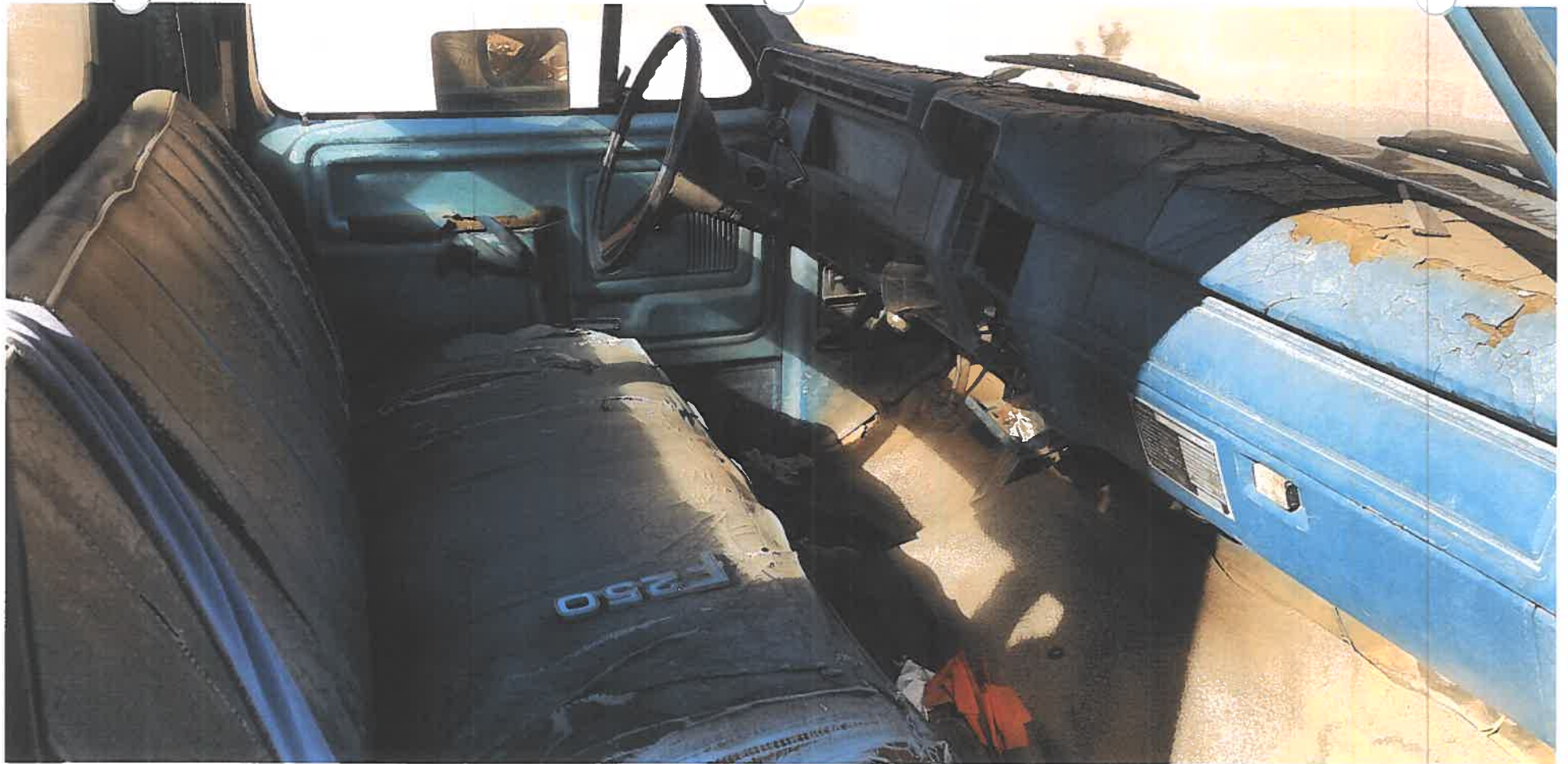
Minimum starting bid of this item (must be filled in by manager or director): 100.00













Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 2008

Make/Manufacture: Chevy

Model: Colorado 4x4

Mileage/Hours: N/A

VIN #: 1GCDT19E088216408

Running Condition: Runs Well Runs Doesn't Run Unknown

Engine Make, Size, & Gas Type: Chevy - 3.7 Liter - Gasoline

Transmission Type: Automatic

Brakes: Disc Front / Drum Rear

Hydraulics Condition: N/A

Body Style: Extended Cab

Tires: FAIR 235/75/15

General Description: Body good, Interior Fair Engine & Trans good

Digital Picture # (no limit on qty) 5

Inventory #: _____

Storage Address (pickup location) 1751 North Grand Ave.

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Public & Rec.

Title: Recreation Manager

Date: 11-30-21

Minimum starting bid of this item (must be filled in by manager or director): \$100.00









Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 2002

Make/Manufacture: Ford

Model: E-350

Mileage/Hours: 124370

VIN #: 1FB5S31L52HBL3314

Running Condition: _____ Runs Well _____ Runs Doesn't Run _____ Unknown

Engine Make, Size, & Gas Type: Ford - 5.4 Liter - Gasoline

Transmission Type: Automatic

Brakes: Disc Front / Drum Rear

Hydraulics Condition: N/A

Body Style: Passenger Van

Tires: Fair 265/85/14

General Description: Body good, glass good, Interior good
Engine & Trans good

Digital Picture # (no limit on qty) 6

Inventory #: _____

Storage Address (pickup location) 1751 North Grand Ave.

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Public & Rec.

Title: Recreation Manager

Date: 11-30-21

Minimum starting bid of this item (must be filled in by manager or director): 100.00













Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 1999

Make/Manufacture: Ford

Model: E-350 Passenger Van

Mileage/Hours: 105221

VIN #: 2FBN3JL2XHC08972

Running Condition: Runs Well Doesn't Run Unknown

Engine Make, Size, & Gas Type: Ford - 5.4 Liter V8 - Gasoline

Transmission Type: Automatic

Brakes: Disc Front / Drum Rear

Hydraulics Condition: N/A

Body Style: Passenger Van / Green

Tires: New 265/85/14

General Description: Body in good condition, glass in good condition
Interior good condition Engine & Trans in good condition

Digital Picture # (no limit on qty) 4

Inventory #: _____

Storage Address (pickup location) 1751 North Grand Ave.

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: George L. Cowden

Employee Signature: George L. Cowden

Department: Parks & Rec

Title: Restoration Manager

Date: 11-30-21

Minimum starting bid of this item (must be filled in by manager or director): 100.00

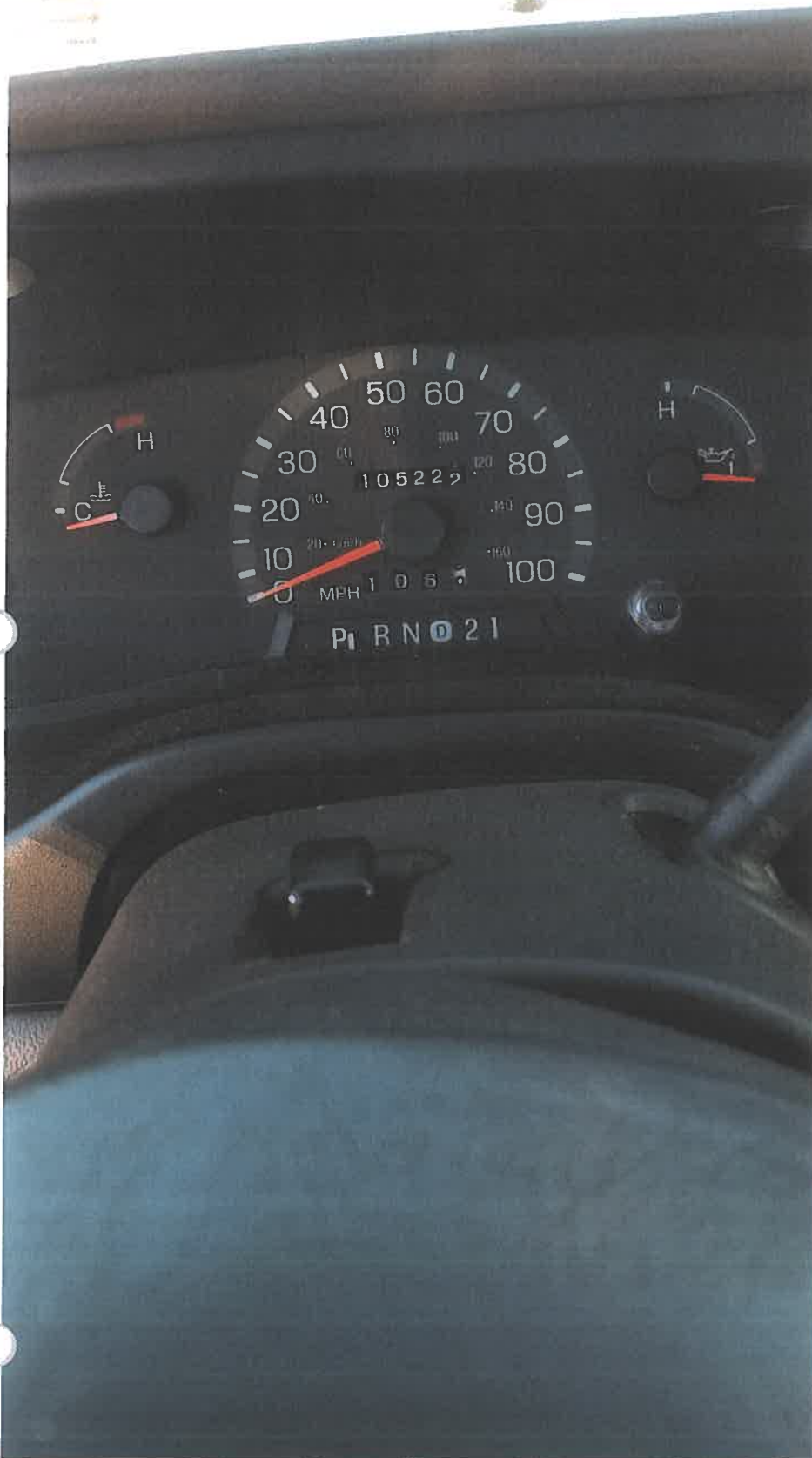












Please fill in the information below for each of your inventory items.

Vehicle Checklist

City of Las Vegas

Overall Title: _____

Year: 1994

Make/Manufacture: Ford

Model: L8000

Mileage/Hours: N/A

VIN #: 2FDYR82E6RVA43916

Running Condition: Runs Well Runs Doesn't Run Unknown

Engine Make, Size, & Gas Type: Diesel

Transmission Type: 4speed

Brakes: unknown

Hydraulics Condition: unknown

Body Style: 2 door Vactor

Tires: Dry rotted, hold air

General Description: Truck is designed to run sewer lines.

Digital Picture # (no limit on qty) _____

Inventory #: _____

Storage Address (pickup location) _____

I certify that all items have been verified and this vehicle is ready for pictures and auction.

Print Employee Name: Jeremich Gutierrez

Employee Signature: [Signature]

Department: waste water

Title: _____

Date: 4-13-21 Did not sell at last auction, is going to auction again

Minimum starting bid of this item (must be filled in by manager or director): \$ 4,000.00

[Signature]
M. Arreola
Silv.

12-3-20



Margaret Silva <margarets@lasvegasnm.gov>

Fwd: AUCTION TIME

Robert Espinoza <roberte@lasvegasnm.gov>
To: Margaret Silva <margarets@lasvegasnm.gov>

Tue, Nov 30, 2021 at 1:02 PM

98 Ford Vactor is all for Wastewater

Robert Espinoza, Utility Superintendent
City of Las Vegas Waste Water Plant

roberte@lasvegasnm.gov
Lab Phone: (505)-426-3334
Work Cell: (505)-429-7607

On Tue, Nov 30, 2021 at 8:47 AM Margaret Silva <margarets@lasvegasnm.gov> wrote:

[Quoted text hidden]

[Quoted text hidden]



Margaret Silva <margarets@lasvegasnm.gov>

Fwd: AUCTION TIME

Margaret Silva <margarets@lasvegasnm.gov>
To: Robert Espinoza <roberte@lasvegasnm.gov>

Tue, Nov 30, 2021 at 1:17 PM

Hi Robert, so I'll use the description from the last auction, but what price do you want me to put this Vector at.....or leave it the same? I think last time was \$5,000.00. Also who will be the contact person for this mission?

Margaret Silva
Purchasing Warehouse Specialist
Phone # (505) 454-1401 Ext. 1107
Fax # (505) 454-8027
Email: margarets@lasvegasnm.gov

[Quoted text hidden]



Margaret Silva <margarets@lasvegasnm.gov>

Fwd: AUCTION TIME

Robert Espinoza <roberte@lasvegasnm.gov>
To: Margaret Silva <margarets@lasvegasnm.gov>

Tue, Nov 30, 2021 at 1:21 PM

Everything will be the same, contact will still be Tim Nix 505-429-2053

Thank You

Robert Espinoza, Utility Superintendent
City of Las Vegas Waste Water Plant

roberte@lasvegasnm.gov

Lab Phone: (505)-426-3334

Work Cell: (505)-429-7607

[Quoted text hidden]

12/3/21, 9:25 AM

City of Las Vegas Mail - Fwd: AUCTION TIME



Margaret Silva <margarets@lasvegasnm.gov>

Fwd: AUCTION TIME

Margaret Silva <margarets@lasvegasnm.gov>
To: Robert Espinoza <roberte@lasvegasnm.gov>

Tue, Nov 30, 2021 at 1:29 PM

Are you sure on that price?

Margaret Silva
Purchasing Warehouse Specialist
Phone # (505) 454-1401 Ext. 1107
Fax # (505) 454-8027
Email: margarets@lasvegasnm.gov

[Quoted text hidden]



Margaret Silva <margarets@lasvegasnm.gov>

Fwd: AUCTION TIME

Robert Espinoza <roberte@lasvegasnm.gov>
To: Margaret Silva <margarets@lasvegasnm.gov>

Tue, Nov 30, 2021 at 1:31 PM

Let's go down to 4000.00 this time.

Thanks

Robert Espinoza, Utility Superintendent
City of Las Vegas Waste Water Plant

roberte@lasvegasnm.gov

Lab Phone: (505)-426-3334

Work Cell: (505)-429-7607

[Quoted text hidden]

12/3/21, 9:25 AM

City of Las Vegas Mail - Fwd: AUCTION TIME



Margaret Silva <margarets@lasvegasnm.gov>

Fwd: AUCTION TIME

Margaret Silva <margarets@lasvegasnm.gov>
To: Robert Espinoza <roberte@lasvegasnm.gov>

Tue, Nov 30, 2021 at 1:34 PM

Ok!

Margaret Silva
Purchasing Warehouse Specialist
Phone # (505) 454-1401 Ext. 1107
Fax # (505) 454-8027
Email: margarets@lasvegasnm.gov

[Quoted text hidden]









MISCELLANEOUS ITEMS

FIRE DEPT. - CONTACT PERSON: STEVE SPANN OR BERSABELLA VIGIL 505-425-6321

DEPARTMENT	ITEM DESCRIPTION	MODEL	SERIAL NUMBER	QTY.	
FIRE DEPT.	FIRE HOSE (YELLOW)	5" x 100' STICKS		10	F.D.-1-MISC.
FIRE DEPT.	FIRE HOSE (VARIOUS COLORS)	1-3/4" X 50' STICKS		23	F.D.-2-MISC.
FIRE DEPT.	EXERCISE BIKE	STRATUS - STAIRMASTER 3300CE		1	F.D.-3-MISC.
FIRE DEPT.	65" FLAT SCREEN T.V.	SAMSUNG - UN65EH600F		1	F.D.-4-MISC.
FIRE DEPT.	EXERCISE BIKE	STRATUS - STAIRMASTER 3900RC		1	F.D.-5-MISC.

PARKS/REC CENTER - CONTACT PERSON: ELIZABETH PINO 505-454-1401 EXT. 1900

DEPARTMENT	ITEM DESCRIPTION	MODEL	SERIAL NUMBER	QTY.	
PARKS/REC CENTER	TENNANT - FLOOR SCRUBBER	T-5	T5-10328844	1	P. REC.-1-MISC.
PARKS/REC CENTER	TRAINING GOLF CLUBS			25 BAGS	P. REC.-2-MISC.
PARKS/REC CENTER	DELTA TOOL BOX			1	P. REC.-3-MISC.
PARKS/REC CENTER	PUSH LAWNMOWER	WHITE OUTDOOR PRODUCTS	12A-285D790 - W285	1	P. REC.-4-MISC.
PARKS/REC CENTER	DELTA 7" TABLE SAW			1	P. REC.-5-MISC.
PARKS/REC CENTER	LG 45" FLATSCREEN MONITOR	M4212CF	BEJM4212CF	1	P. REC.-6-MISC.
PARKS/REC CENTER	TWIN BRUSH FLOOR SCRUBBER	NOBLES - TENNANT CO. 614164	614164-10205000	1	P. REC.-7-MISC.
PARKS/REC CENTER	VIZIO 35" FLATSCREEN T.V.	V0320E		1	P. REC.-8-MISC.
PARKS/REC CENTER	MTD RIDING MOWER	K191B4		1	P. REC.-9-MISC.

SENIOR CENTER - CONTACT PERSON: DENNIS SENA 505-505-425-9139 OR 505-429-8300

DEPARTMENT	ITEM DESCRIPTION	MODEL	SERIAL NUMBER	QTY.	
SENIOR CENTER	BIG SCREEN T.V.	HITACHI		1	SEN. CENTER-1-MISC.
SENIOR CENTER	FOOD WARMING BOX	QUALITY CONCEPTS		1	SEN. CENTER-2-MISC.
SENIOR CENTER	FOOD WARMING BOX	QUALITY CONCEPTS		1	SEN. CENTER-3-MISC.
SENIOR CENTER	GLOBE DOUGH MIXER	SP40		1	SEN. CENTER-4-MISC.
SENIOR CENTER	CHAIRS	GRAY VINYL UPHOLSTERY		14	SEN. CENTER-5-MISC.
SENIOR CENTER	CHAIRS	BLACK CLOTH UPHOLSTERY		70	SEN. CENTER-6-MISC.
SENIOR CENTER	FOOD HOLDING EQUIPMENT	DUKE AEROSHOT		1	SEN. CENTER-7-MISC.
SENIOR CENTER	FOOD HOLDING EQUIPMENT	SUPRE METAL		1	SEN. CENTER-8-MISC.
SENIOR CENTER	FOOD HOLDING EQUIPMENT	DUKE AEROHOT		1	SEN. CENTER-9-MISC.
SENIOR CENTER	COFFEE MACHINE	BUNN		1	SEN. CENTER-10-MISC.
SENIOR CENTER	BILLIARDS POOL TABLE			1	SEN. CENTER-11-MISC.

Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Fire Hose

Year: _____

Make/Brand: _____

Model: _____

Quantity: 10

Description: 5" 100 ft sticks LDH Yellow, May have pin holes, burns and tears
due to service use.

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good **Fair** Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Contact LVFD for Address

Department: Fire Department

Minimum starting bid of this item (must be filled in by manager or director): _____
\$50.00 per stick





Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Fire Hose

Year: _____

Make/Brand: _____

Model: _____

Quantity: 23

Description: 1 3/4" 50 ft sticks Various Colors/ May have pin holes, burns and tears
due to service use.

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good **Fair** Poor Unknown

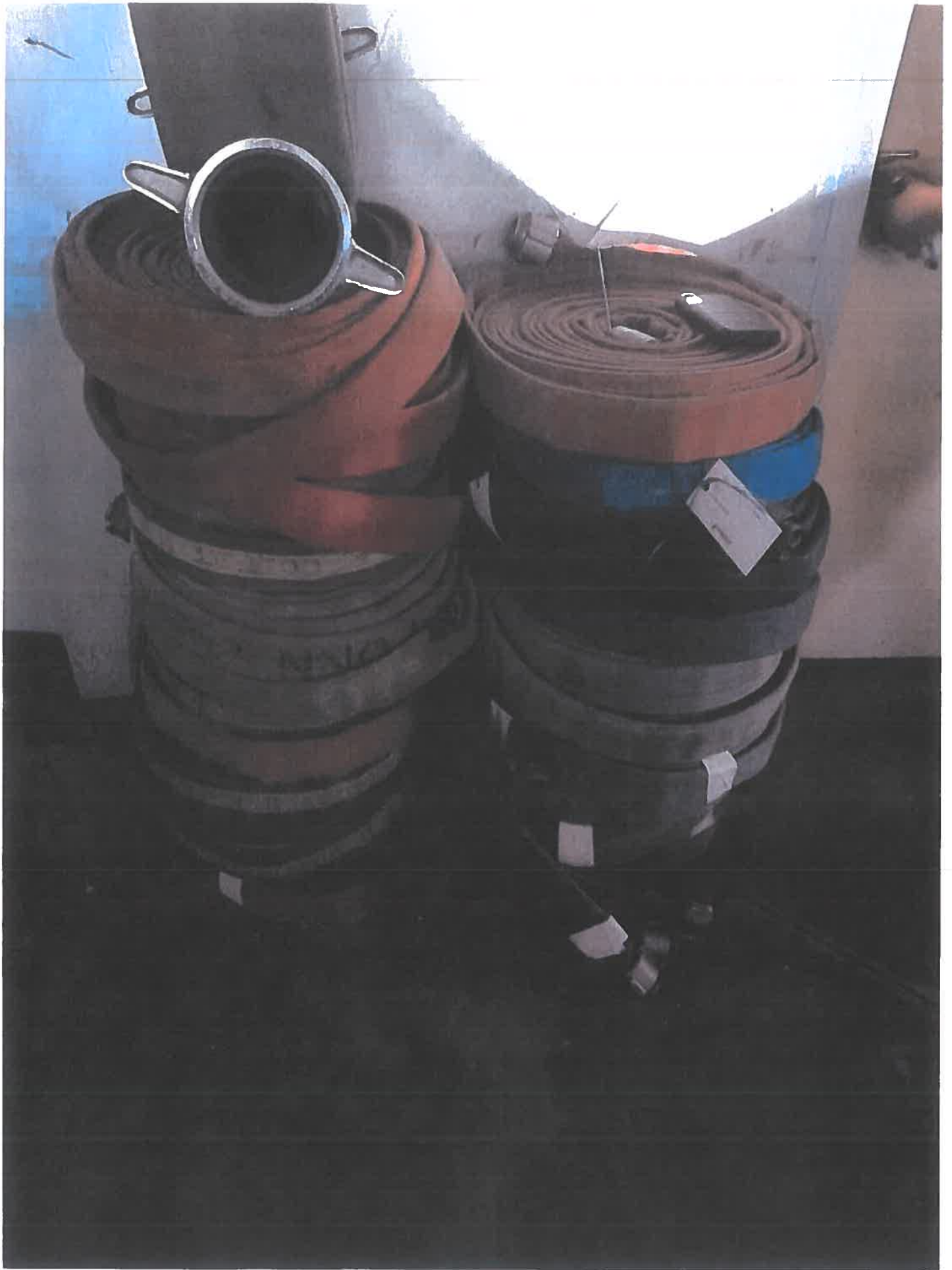
Inventory # (item code): _____

Storage Address (pickup location): Contact LVFD for Address

Department: Fire Department

Minimum starting bid of this item (must be filled in by manager or director): _____

\$50.00 per stick



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Excerise Bike

Year: _____

Make/Brand: Stratus

Model: Stairmaster 3300CE

Quantity: 1

Description: Excerise Bike

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent **Good** Fair Poor Unknown

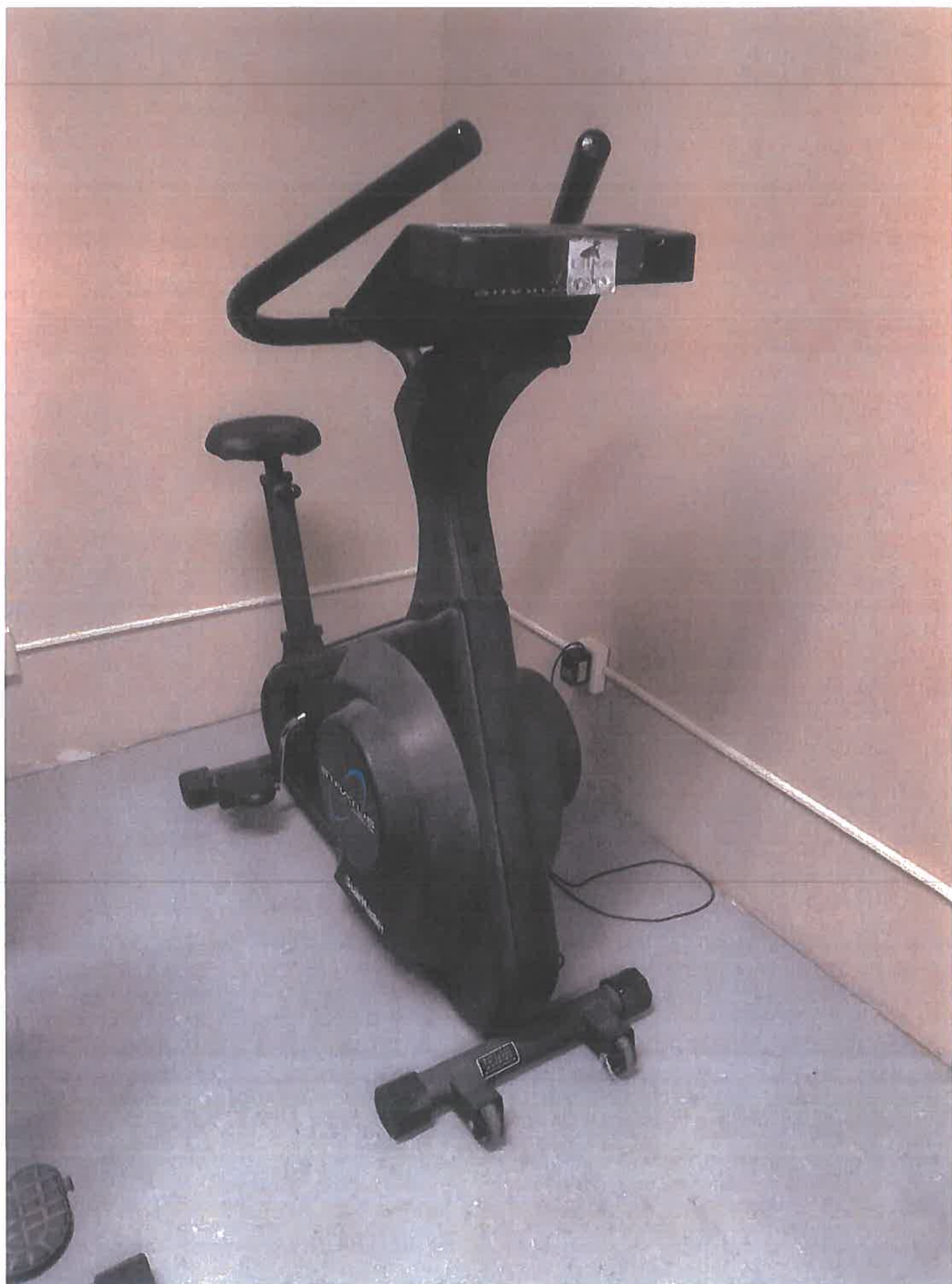
Inventory # (item code): _____

Storage Address (pickup location): Contact LVFD for Address

Department: Fire Department

Minimum starting bid of this item (must be filled in by manager or director): _____

\$100.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: 65" Flat screen tv

Year: _____

Make/Brand: Samsung

Model: UN65EH600F

Quantity: 1

Description: 65" Flat screen tv

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good Fair **Poor** Unknown

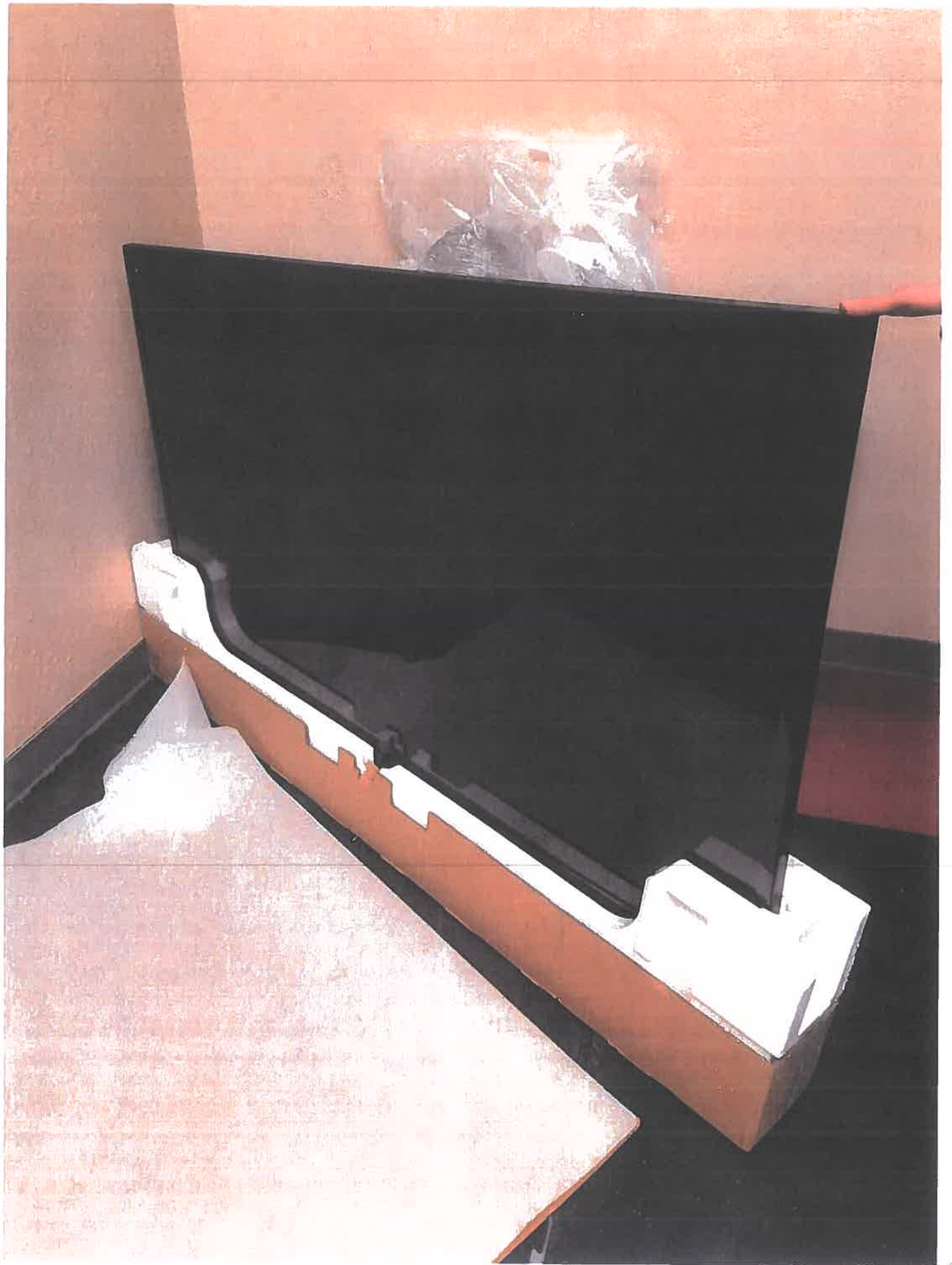
Inventory # (item code): _____

Storage Address (pickup location): Contact LVFD for Address

Department: Fire Department

Minimum starting bid of this item (must be filled in by manager or director): _____

\$15.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Excerise Bike

Year: _____

Make/Brand: Stratus

Model: Stairmaster 3900RC

Quantity: 1

Description: Excerise Bike

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent **Good** Fair Poor Unknown

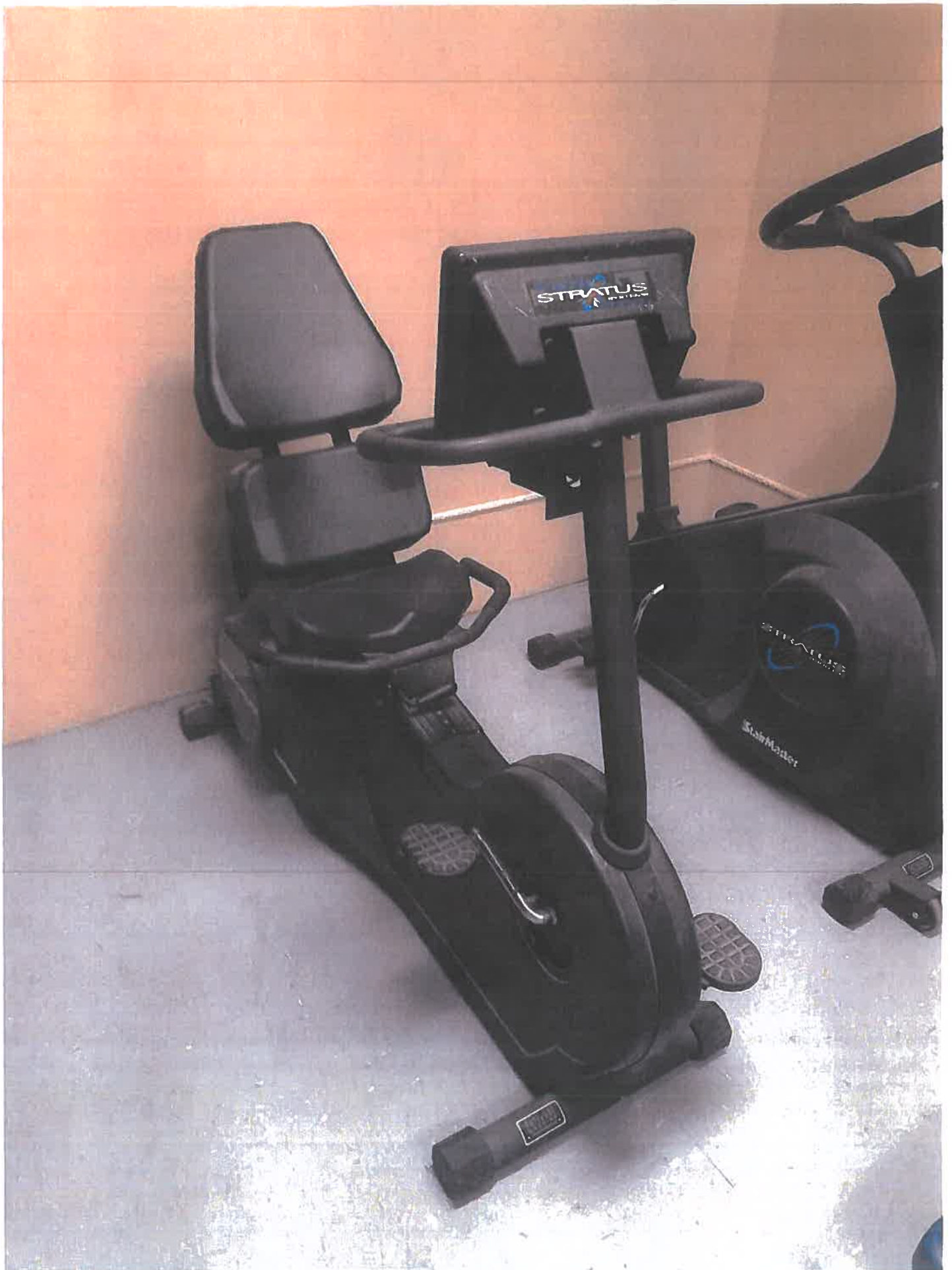
Inventory # (item code): _____

Storage Address (pickup location): Contact LVFD for Address

Department: Fire Department

Minimum starting bid of this item (must be filled in by manager or director): _____

\$100.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: 2007

Make/Brand: Tempt

Model: T-5 Floor Scrubber

Quantity: 1

Description: Model T-5 Floor Scrubber, 24 Volt DC
20 gallon fresh water tank
10 gallon grey water tank

Features: Twin Scrubber brushes, Floor Dry Squeeze, Forward &
Reverse Controls

Digital Picture # (no limit on qty): 3

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: Parks & Rec

Minimum starting bid of this item (must be filled in by manager or director):
25.00





Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: Training Golf Clubs

Model: N/A

Quantity: 25 Bags

Description: Kids Golf Clubs

25 Bags, Some Incomplete

Features: _____

Digital Picture # (no limit on qty): 1

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1757 North Grand Ave.

Department: Parks & Rec

Minimum starting bid of this item (must be filled in by manager or director): _____

5.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: Delta Tool Box

Model: N/A

Quantity: 1

Description: Steel full size truck box with Dual Lids
and latches

Features: _____

Digital Picture # (no limit on qty): 3

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: Parks & Rec

Minimum starting bid of this item (must be filled in by manager or director): _____

5.00







Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: White Outdoor Products Push Lawnmower

Model: 12A-285D790 W285

Quantity: 1

Description: Push Mower with self propel

Features: Self Propelled

Digital Picture # (no limit on qty): _____

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: Parks & Rec.

Minimum starting bid of this item (must be filled in by manager or director): _____

10.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: Delta

Model: 7" Table Saw

Quantity: 1

Description: Table Saw with Degree Guide, Stop Bar, work surface extension

Features: 3' stand / works well, depth crank cracked

Digital Picture # (no limit on qty): 1

Condition: Excellent Good Fair Poor Unknown

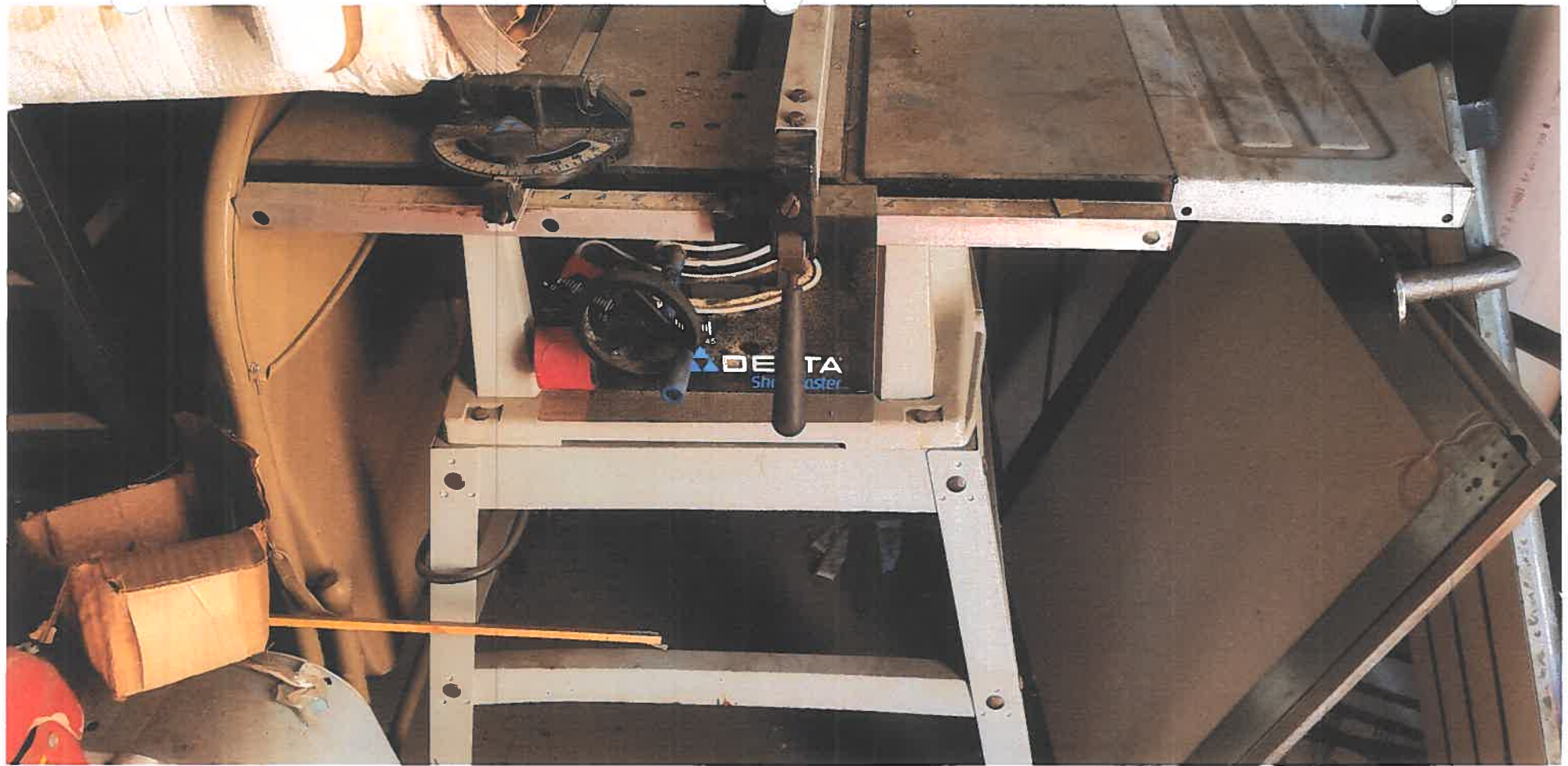
Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: _____

Minimum starting bid of this item (must be filled in by manager or director): _____

50.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: 2008

Make/Brand: LG

Model: M4212CF

Quantity: 1

Description: 45" FlatScreen Monitor

Features: _____

Digital Picture # (no limit on qty): 2

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: _____

Minimum starting bid of this item (must be filled in by manager or director): _____

5.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: Nobles / Tennant Co.

Model: 614164

Quantity: 1

Description: Twinn brush floor scrubber Twist grip Forward + Reverse

15 gallon Fresh water tank Safety Lights

10 gallon grey water tank 24 Volt VDC

Features: Speed Scrub 3301

Foam Scrub Technology

Digital Picture # (no limit on qty): 5

Condition: ☐ Excellent ☐ Good ☐ Fair ☒ Poor ☐ Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: _____

Minimum starting bid of this item (must be filled in by manager or director): _____

10.00







SPEED SCRUB™
3301

FaST
Foam Scrubbing Technology

Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: VIZIO 35" Flat Screen TV

Model: V0320E

Quantity: 1

Description: Flat Screen TV

Features: _____

Digital Picture # (no limit on qty): 2

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: Parks & Rec.

Minimum starting bid of this item (must be filled in by manager or director): _____

5.00



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: N/A

Make/Brand: MTD Riding Mower

Model: K191B4

Quantity: 1

Description: 12.5 Horsepower, 42" Cut, 7 speed trans
Four new tires

Engine Locked up

Features: _____

Digital Picture # (no limit on qty): 3

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): 1751 North Grand Ave.

Department: Parks & Rec.

Minimum starting bid of this item (must be filled in by manager or director): _____

35.40





Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: _____

Make/Brand: Hitachi big screen tv

Model: Hitachi

Quantity: 1

Description: in working condition

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent ☒ Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): _____

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director): _____

50 DOLLARS



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: food warming boxes (right)

Year: _____

Make/Brand: Quality concepts

Model: _____

Quantity: 1

Description: Retro fits into a car or truck and uses the cars radiator lines
as heating can use a toggle switch to turn fan on or off

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good ☒ Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Las Vegas Senior center 500 sabino off New Mexico
Avenue

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director): _____
10 DOLLARS

RIGHT

Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: food warming boxes (left)

Year: _____

Make/Brand: Quality concepts

Model: _____

Quantity: 1

Description: Retro fits into a car or truck and uses the cars radiator lines
as heating can use a toggle switch to turn fan on or off

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good ☒ Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Las Vegas Senior center 500 sabino off New Mexico
Avenue

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director):
10 DOLLARS

LEFT



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: _____

Make/Brand: **Globe dough mixer**

Model: **sp40**

Quantity: **1**

Description: **Globe mixer sits on the floor it is 220 volt 2 pole 20 amp rated**

Features: **comes with dough mixing attachment and whisk attachment including the large stainless still bowl**

Digital Picture # (no limit on qty): _____

Condition: Excellent ☒ Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): **Las Vegas Senior center 500 sabino off New Mexico Avenue**

Department: **Las Vegas Senior Center**

Minimum starting bid of this item (must be filled in by manager or director): _____

1000 DOLLARS



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Chairs

Year: _____

Make/Brand: Gray chairs

Model: _____

Quantity: 14

Description: Vinyl upholstery

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Las Vegas Senior center 500 sabino off New Mexico Avenue

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director): _____

20 DOLLARS



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Chairs

Year: _____

Make/Brand: _____

Model: _____

Quantity: 70

Description: Black Cloth upholstery

back rest is durable plastic

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good ☒ Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Las Vegas Senior center 500 sabino off New Mexico Avenue

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director): _____

100 DOLLARS



✓
Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: **Food holding equipment**

Year: _____

Make/Brand: ~~Supra metal~~

Duke Archot

Model: _____

Quantity: **1**

Description: **220 volt 20 amp breaker**

needs cord pigtail and 1/2" binding screw

. Needs Casters

Features: **Has a spit guard**

Digital Picture # (no limit on qty): _____

Condition: Excellent Good **Fair** Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): **Las Vegas Senior center 500 sabino off New Mexico Avenue**

Department: **Las Vegas Senior Center**

Minimum starting bid of this item (must be filled in by manager or director): _____

10 DOLLARS



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: **Food holding equipment**

Year: _____

Make/Brand: **Supre metal**

Model: _____

Quantity: **1**

Description: **220 volt 20 amp breaker**

needs cord pigtail and 1 heating element

Needs Casters

Features: **Has a spit gaurd**

Digital Picture # (no limit on qty): _____

Condition: Excellent Good **Fair** Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): **Las Vegas Senior center 500 sabino off New Mexico Avenue**

Department: **Las Vegas Senior Center**

Minimum starting bid of this item (must be filled in by manager or director): _____

10 DOLLARS



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: _____

Year: _____

Make/Brand: **Duke**

Model: _____

Quantity: **1**

Description: ~~needs cord pigtail and 1 heating element~~ **Aerohot**
~~needs cord pigtail and 1 heating element~~

Features: ~~Has a split gaurd~~ **Does Not Have Split**
gaurd. No Casters. Needs 3 Heating
elements. 240 Volt. Phase 1

Digital Picture # (no limit on qty): _____

Condition: Excellent Good Fair Poor ☒ Unknown

Inventory # (item code): _____

Storage Address (pickup location): **Las Vegas Senior center 500 sabino off New Mexico**
Avenue

Department: **Las Vegas Senior Center**

Minimum starting bid of this item (must be filled in by manager or director):
10 Dollars



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: coffee

Year: _____

Make/Brand: Bunn

Model: _____

Quantity: 1

Description: 10 to 12 cup per brew and a top warming plate
needs both glass brewing pitchers

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent ☒ Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Las Vegas Senior center 500 sabino off New Mexico
Avenue

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director): _____

10 DOLLARS



Please fill in the information below for each of your inventory items.

Miscellaneous Items/Computers

City of Las Vegas

Overall Title: Billiards

Year: _____

Make/Brand: unknown

Model: _____

Quantity: 1

Description: single slate top in good condition
needs new bumpers and cloth

Features: _____

Digital Picture # (no limit on qty): _____

Condition: Excellent Good Fair Poor Unknown

Inventory # (item code): _____

Storage Address (pickup location): Las Vegas Senior center 500 sabino off New Mexico
Avenue

Department: Las Vegas Senior Center

Minimum starting bid of this item (must be filled in by manager or director): _____

50 DOLLARS











**CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/10/21

Department: Executive

Item: Request approval to renew the City Manager's Professional Service Contract.

Fiscal Impact: \$20,000.00

Attachments: Professional Service Contract for City Manager

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.

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:



City Manager

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

PROFESSIONAL SERVICE CONTRACT

CITY MANAGER

This Professional Service Contract ("Contract") is made and entered into on this 15th day of December, 2021 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Leo Maestas ("Employee" or "City Manager").

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Manager for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council on June 9, 2021; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Manager, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to replace the Employee's existing contract to serve as City Manager with this Contract, and the Employee desires to serve as City Manager pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on January 1, 2022, replacing the existing contract with Employee, and shall continue until January 1, 2024, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY:**
 - A. The City agrees to employ the Employee as the City Manager for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
 - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$120,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

A. The City Manager may have the use of a City owned and maintained vehicle for City related purposes.

B. The City agrees to enroll the City Manager into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.

B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the Employee.

D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.

- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:** The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. **PENALTIES FOR VIOLATION OF LAW:** The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on December 15, 2021.

Louie A. Trujillo
Mayor of the City Of Las Vegas

Leo Maestas

ATTEST:

Casandra Fresquez, City Clerk

Reviewed as to legal sufficiency only:

Scott Aaron, City Attorney



**CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/10/21

Department: Executive

Item: Request approval to renew the City Attorney's Professional Service Contract.

Fiscal Impact: N/A

Attachments: Professional Service Contract for City Attorney

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.

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director

City Attorney (Approved as to Form)



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

PROFESSIONAL SERVICE CONTRACT

CITY ATTORNEY

This Professional Service Contract ("Contract") is made and entered into on this 15th day of December, 2021 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Scott Aaron ("Employee or "City Attorney").

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Manager for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Attorney, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to replace the Employee's existing contract to serve as City Attorney with this Contract, and the Employee desires to serve as City Attorney pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on January 1, 2022, replacing the existing contract with Employee, and shall continue until January 1, 2024, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY:**
 - A. The City agrees to employ the Employee as the City Attorney for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
 - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$130,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

A. The City Attorney may have the use of a City owned and maintained vehicle for City related purposes.

B. The City agrees to enroll the City Attorney into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.

B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the Employee.

D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.

- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION:** In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY:** The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK:** The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES:** By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES:** This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER:** No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS:** The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT: The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW: The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on December 15, 2021.

Louie A. Trujillo
Mayor of the City Of Las Vegas

Scott Aaron
City Attorney

ATTEST:

Casandra Fresquez, City Clerk

Reviewed as to legal sufficiency only:

Scott Aaron, City Attorney



**CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 15, 2021

Date Submitted: 12/10/21

Department: Executive

Item: Request approval to renew the City Clerk's Professional Service Contract.

Fiscal Impact: \$10,600.00

Attachments: Professional Service Contract for City Clerk

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.

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:



City Manager

Finance Director

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

PROFESSIONAL SERVICE CONTRACT

CITY CLERK

This Professional Service Contract ("Contract") is made and entered into on this 15th day of December, 2021 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Casandra Fresquez ("Employee or "City Attorney").

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Clerk for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Clerk, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to replace the Employee's existing contract to serve as City Clerk with this Contract, and the Employee desires to serve as City Clerk pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on January 1, 2022, replacing the existing contract with Employee, and shall continue until January 1, 2024, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY:**
 - A. The City agrees to employ the Employee as the City Clerk for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
 - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$85,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

A. The City Clerk may have the use of a City owned and maintained vehicle for City related purposes.

B. The City agrees to enroll the City Clerk into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.

B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the Employee.

D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.

- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT: The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

18. PENALTIES FOR VIOLATION OF LAW: The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on December 15, 2021.

Louie A. Trujillo
Mayor of the City Of Las Vegas

Casandra Fresquez
City Clerk

ATTEST:

Danielle Sena, Deputy City Clerk

Reviewed as to legal sufficiency only:

Scott Aaron, City Attorney