



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
July 12, 2023–Wednesday– 5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

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.)**
- VII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Recognition of Beatrice Salazar, retiring after 24 years of service with the City of Las Vegas Police Department
- VIII. COUNCILORS' REPORTS**
- IX. CITY MANAGER'S REPORT**

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

X. APPROVAL OF MINUTES (June 14th , 21st , 2023)

XI. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

1. Request approval of Addendum #3 to Contract #3661-20 with Domenici Law Firm, P.C. for legal representation and legal services relating to the City's water rights.

Maria Gilvarry, Utilities Director RFP 2020-13 was awarded on 8/12/20 and Agreement #3661-20 was signed on 9/16/20. The extended term of this agreement will be for 1 year.

2. Request approval of Addendum #3 to Contract #3665-20 with Glorieta Geoscience, Inc. for professional services related to water rights and hydrology.

Maria Gilvarry, Utilities Director RFP 2020-14 was awarded on 8/12/20 and Agreement #3665-20 was signed on 9/13/20. The extended term of this agreement will be for 1 year.

3. Request approval of Addendum #3 to Contract #3673-20 with DUB-L-EE for maintenance and emergency repairs to City natural gas transmission.

Maria Gilvarry, Utilities Director RFP 2020-12 was awarded on 7/15/20 and Agreement #3673-20 was signed on 9/27/20. The extended term of this agreement will be for 1 year.

XII. BUSINESS ITEMS

1. Request review and approval of the contract with American Medical Response (AMR) for ambulance service.

Steven Spann, Fire Chief The County Manager presented this contract to the County Commission and was approved on June 19, 2023.

2. Request approval of Resolution 23-20, repealing and replacing Resolution 23-17 to fulfill requirements for the Community Development Block Grant (CDBG).

Arnold Lopez, Public Works Director Within the grant requirement, the City acknowledges the certification and commitments and plans of Exhibit 1-Y and Exhibit 1-Z for Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation Assistance, Section 3 and Procurement.

3. Request to award Re-Bid #2023-19 Supervisory Control and Data Acquisition (SCADA) to I & C Solutions.

Maria Gilvarry, Utilities Director The Re-Bid #2023-19 was advertised on May 19, 2023 in the Las Vegas Optic, Albuquerque Journal and the City's Website. There were 2 proposers. This item will be discussed at the July 11, 2023 Utility Advisory Committee and the recommendation will be provided at the Council Meeting.

4. Request to award Re-Bid #2023-20 Trac Vac Sludge Removals to TLC Company Inc.

Maria Gilvarry, Utilities Director The Re-Bid #2023-20 was advertised on May 19, 2023 in the Las Vegas Optic, Albuquerque Journal and the City's Website. There were 2 proposers. This item will be discussed at the July 11, 2023 Utility Advisory Committee and the recommendation will be provided at the Council Meeting.

5. Discussion/Direction regarding future use of funds generated by cannabis.

Mayor Louie Trujillo The Governing Body will discuss and determine where the funding generated by cannabis should be spent.

XIII. EXECUTIVE SESSION

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

XV. 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: July 12, 2023

Date Submitted: 6/12/23

Department: Police

Item/Topic: Recognition of the retirement of Beatrice Salazar. Mrs. Beatrice Salazar served 24 years with the Las Vegas City Police Department. Ms. Salazar has served in the roles of Communication Specialist, Grants Administrator and Records Supervisor.

Fiscal Impact: None Presentation only

Attachments: Plaque 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 _____

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, JUNE 14, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Barbara Casey
Michael L. Montoya
David Ulibarri

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

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked to take a moment to thank all City employees for their hard work and a moment of silence for those members of the community who have passed away.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Ulibarri 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
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Approval to appoint Mr. Joe Sandusky to the Library Board.

Discussion took place regarding two other citizens who wanted to be on the Library Board and those appointments being brought to the next Council meeting.

Councilor Casey made a motion to approve the appointment of Mr. Joe Sandusky to the Library Board. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo discussed the community utilizing City parks and having picnics for Senior Citizens and the community at various City parks during the months of July, August and September. Mayor Trujillo advised they would be having movies at Carnegie park starting July 7th.

COUNCILORS’ REPORTS

Councilor Romero thanked the Finance department for working on the budget. Councilor Romero advised he received a call from a resident in the ETZ area regarding a moratorium on water taps.

Utilities Director Gilvarry discussed the ordinance regarding water taps.

Councilor Casey discussed concerns from constituents regarding flooding at the corners of Baca, 5th and 6th Street.

Utilities Director Gilvarry advised they do have a contractor looking into it.

Councilor Casey thanked Finance Director Martinez for doing a wonderful job and for sending her the check register every month. Councilor Casey advised they are spending a lot of money on CES and feels they need to plan ahead instead of spending a lot on CES.

Councilor Montoya recommended Andrea Love from Rollin Love to serve on the Marketing Committee.

Councilor Romero asked for an update from Utilities Director Gilvarry pertaining to the different projects that are happening around town.

Mayor Trujillo advised the kick off for Sunny 505 would be June 30th at the United World College and it's open to the public.

CITY MANAGER'S REPORT

City Manager Maestas discussed the following;

- Welcomed new staff to the City of Las Vegas
- Senior Center parking lot (design phase)
- Legion Drive road project (groundbreak next week)
- 5th and 6th Street paving and drainage
- NM Help program (youth program)
- University Avenue project
- Day camp at the Recreation Center
- Procured a surveillance trailer for properties or events
- Reimbursements received from U.S Forest Service

Mayor Trujillo gave a directive to City Manager Maestas and Finance Director Martinez regarding cash management for proper accounting.

Councilor Romero asked what department the surveillance trailer was purchased from.

City Manager Maestas advised it was purchased from the Executive Office and every department would have access to it.

Councilor Romero discussed the Community Development department being short staffed.

City Manager Maestas advised they have asked others that used to be in Community Development to help out until it gets filled.

Councilor Montoya advised they got complaints about the location of the band stand during previous fiestas.

City Manager Maestas advised they can speak with the merchant to see if they can come to an agreement.

Councilor Montoya advised the wooden statue in the park was in poor condition and recommended it be removed, and also the need to remove a tree stump at the north side of the park.

APPROVAL OF MINUTES

Councilor Romero made a motion to approve the minutes from May 10, May 17, and May 22, 2023. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Utilities Director Maria Gilvarry gave a lengthy discussion about an overcharge to New Mexico Behavioral Health Institute. Utilities Director Gilvarry advised they found the issue, fixed the issue and credited New Mexico Behavioral Health Institute. Utilities Director Gilvarry discussed two components to the gas bill which are the meter read and pressure read, which is entered manually and it was entered incorrectly.

Councilor Montoya asked what she would be doing differently to avoid it from happening again.

Utilities Director Gilvarry advised whenever there is a work order that requires a meter change out, they will require a two person verification and a manager would review and sign off on it.

Councilor Montoya asked what the recommendation was from the Utility Advisory Committee.

Utilities Director Gilvarry advised she briefed them on what happened and there was not a recommendation requested.

Councilor Montoya asked how likely it is to happen again.

Utilities Director Gilvarry advised it is possible it could happen again but they have the two person verification.

Councilor Romero asked if the procedures that are in place would be documented and provided to employees.

Utilities Director Gilvarry advised it was documented.

CONSENT ITEMS

City Clerk Fresquez read the Consent Agenda (1-3) into the record as follows:

1. Request approval of Addendum #2 to Contract #3785-21 with Souder Miller & Associates for professional engineering and operation services for the waste water treatment plant.
2. Request approval of Addendum #2 to Contract #3786-21 with Souder Miller & Associates for professional engineering services for the solid waste system.

3. Request approval of Addendum #2 to Contract #3787-21 with Alpha Southwest for repair services on pump, motor and mechanical on an as needed basis.

Councilor Casey made a motion to approve the Consent Agenda (1-3) as presented. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	No	Barbara Casey	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Discussion regarding Charter amendments relating to the number of elected officials.

City Counsel Randy VanVleck gave a lengthy discussion regarding the Charter amendment that was taken to voters in 2022 to increase the governing body by one member elected at large. Mr. VanVleck advised that was unusual and was not sure how it got to the voters because it's contrary to law and not permitted. Mr. VanVleck advised there were some options on what to do regarding the Charter Amendment, those options are to take it back to the voters to repeal the 2022 Charter Amendment, the second option is to seek a Declaratory Judgement from District Court asking the Judge if the Charter Amendment is valid and the third option is do nothing, do not act on the Charter Amendment because to do something would be contrary to law. Mr. VanVleck's recommendation was the third option.

Councilor Romero advised they opted into the County handling the elections so elections won't cost the City anything. Councilor Romero discussed someone reviewing the Charter Amendments from the Municipal League who said the Charter Amendments were okay. Councilor Romero discussed the City's form of

municipal government which is Mayor and City Manager and the City Manager working for the entire governing body and not just one individual.

Councilor Montoya asked that the item be brought back as an action item to vote on the three options.

2. Request approval of Resolution 23-15 to apply for and accept a grant offer administered by Federal Aviation Administration (FAA) and the New Mexico Department of Transportation (NMDOT) Aviation Division in the amount of \$100,724.00.

Councilor Romero made a motion to approve Resolution 23-15. Councilor Casey seconded the motion.

Resolution 23-15 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-15

A RESOLUTION TO APPLY FOR AND ACCEPT A GRANT OFFER ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION(NMDOT) AVIATION DIVISION FOR THE CITY OF LAS VEGAS MUNICIPAL AIRPORT ACTION PLAN(ALP) AND THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND GOALS.

WHEREAS, the City of Las Vegas ("City") will apply for a grant offer administered by FAA and NMDOT Aviation Division for updating of the City Municipal Airport Layout Plan(ALP) and the Disadvantage Business Enterprise (DBE) Program and Goals;

WHEREAS, the total requested amount of the Grant is \$100,724.00, with the FAA share being \$90,652.72 (90%) NMDOT share being \$9,065.00 (9%) and City's share being \$1,007.00 (1%) of the Grant offer;

WHEREAS, the City shall pay all costs, which exceed the total amount of \$100,724.72;

WHEREAS, the Grants will be used directly for the updating the ALP and the DBE upon the issuance of a Grant offer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby accepts the grant offer and agrees to contribute the City's portion, and to use the grant for the update of the Airport Layout Plan and the Disadvantaged Business Enterprise Program and Goals, which will be administered by Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division.

PASSED, APPROVED AND ADOPTED this ____ day of June 2023.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Public Works Director Lopez advised the FAA share has been 90%, NMDOT's share 5% and the City's share 5% but this year NMDOT decided to share 9% leaving the City's share at 1% and this change was updated in the resolution.

3. Request approval for paving of the North bound lane of Hot Springs from Bernalillo Street to Mora Street.

Public Works Director Lopez advised paving half of the street and patching the other side of the street.

Discussion took place regarding why only one side of the road was going to be paved, the need to pave both sides of the road, the cost it would entail to do both lanes, and holding the contractor accountable for the damage they did during the sewer line project.

Councilor Montoya made a motion to approve paving of the North bound lane of Hot Springs from Bernalillo Street to Mora Street. Councilor Ulibarri 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
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Casey made a motion to convene into executive session for the purpose of discussing the purchase, acquisition or disposal of real property or water rights, as permitted by section 10-15-1(H)(8) of the New Mexico Open Meetings Act, NMSA 1978, regarding the discussion of a water lease agreement for the purchase of bulk water from Michael Quintana. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Casey made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing the purchase, acquisition or disposal of real property or water rights, as permitted by section 10-15-1(H)(8) of the New Mexico Open Meetings Act, NMSA 1978, regarding the discussion of a water lease agreement for the purchase of bulk water from Michael Quintana, and no action was taken. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	David Ulibarri	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 8:06 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, JUNE 21, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Barbara Casey
Michael L. Montoya
David Ulibarri

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

CALL TO ORDER

Mayor Trujillo called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment to recognize the Police Officers in the community for all the work they do, for responding to calls and for keeping the public safe.

Councilor Montoya asked for a moment of silence for the family of Julianna Chavez and Jeannie Romero who passed away.

APPROVAL OF AGENDA

City Clerk Fresquez advised she had an amendment to the agenda, removing the appointment of Lucy Madrid as she withdrew her name.

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

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

NOMINATION OF MAYOR PRO TEM

Councilor Casey nominated Councilor Romero as Mayor Pro Tem. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo thanked Councilor Casey for her assistance throughout the year and for stepping in for him.

PUBLIC INPUT

There was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Appointment of Sally Witters to the Library Board.

Councilor Romero made a motion to approve the appointment of Sally Witters to the Library Board. Councilor Casey 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
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

Mayor Trujillo asked Councilor Casey to read the Proclamation for P.E.O.

COUNCILORS' REPORTS

Councilor Ulibarri thanked City Manager Maestas and all the staff for the great job at Rodriguez Park and recommended getting it ready every year when the Little League season starts.

Councilor Montoya thanked City Manager Maestas, Parks and Recreation Director Padilla, Tusa and Cordova Construction for helping at Rodriguez Park and also recommended starting early next year to prepare the fields for the Little League season. Councilor Montoya also recommended having a full time Parks employee and Police Officer for Rodriguez Park. Councilor Montoya advised MainStreet approached him with a drawing but he felt it wasn't acceptable and would like them to go back to the drawing board and draw something about the history of the Fire department or the history of Las Vegas.

Councilor Casey advised one of their City employees Chris Rodarte had a very serious illness and learned that he was doing well and is back on the job. Councilor Casey advised her heart was happy for him, he is one of the hardest workers she knows and he is always willing to do more and responds quickly to constituents requests. Councilor Casey advised there is still flooding on 6th and Baca and asked if they had checked if the drainage collapsed.

Utilities Director Gilvarry advised the contractor did not have the equipment but will be scheduling to bring in the equipment.

Councilor Casey thanked the Public Works department for fixing the flooding on 5th and Baca. Councilor Casey also thanked Beatriz from the Animal Care Center for having their adoption events. Councilor Casey asked what the status was on the land on 7th and Lee Drive that was donated to the City.

City Manager Maestas advised he had spoken with Mr. Litherland and the City's attorneys put together a Donation of Land contract, Mr. Litherland had some

questions about certain verbiage in the contract so the City's attorney is refining the contract based on Mr. Litherlands requested verbiage.

Councilor Casey advised she was contacted by the Las Vegas Realtors Association regarding a chunk of money they would like to donate to the City to help towards any type of project. Councilor Casey discussed the negativity on social media, about people posting that the water in Las Vegas is not safe to drink, which is not true. Councilor Casey advised they need to put out advertisements to let the community know there is nothing wrong with the water.

Councilor Romero advised Mr. Ortega had his crew helping at Rodriguez Park as volunteers and suggested Mayor Trujillo give them a Buen Vecino Award. Councilor Romero also thanked all the departments that went out to help. Councilor Romero asked for an update regarding the fence at El Creston Park and the ruts from bringing in equipment.

City Manager Maestas advised he was told that the contractor would have their staff out there to help secure the fence so that it would be more rigid. City Manager Maestas advised he would have to ask Parks about the ruts.

Councilor Romero voiced his concerns regarding an event happening at the Ludi's building without an occupancy approval.

City Manager Maestas advised Fire Chief Spann would be speaking with the owners of the establishment to make sure they are in compliance with code regulations.

POLICE CHIEF'S REPORT

Police Chief Salazar gave a detailed presentation regarding the statistics for the Month of May on the following:

- Field Operations Division (patrol) calls
- Code Compliance
 - Citations for overgrowth of weeds and trash
- Street Crimes/Narcotics/Evidence
 - Search warrants conducted
- Evidence Seized/Investigations
- Training/Recruiting/Events

- Community Events
 - Torch Run for Special Olympics
- Department vacancies (26)
- Applied for Victims Advocate grant
- Walk the Block/Ride Along for Mayor and Council

Councilor Ulibarri asked if the traffic citations included speeding citations.

Police Chief Salazar advised yes.

Councilor Ulibarri advised there's a lot of speeding on north Grand, 7th and 8th Street and asked that they patrol those areas.

Councilor Montoya asked for an update regarding properties at 322, 318 and 316 west National.

Police Chief Salazar advised they are continuing to proceed with it but there are hurdles they are jumping through.

Councilor Montoya asked about cleaning up 1912 North Gonzales.

Police Chief Salazar advised that property is on their list.

Councilor Montoya advised the Legion Drive project would be starting next week but there are still heavy trucks going through there and asked if an officer could monitor semi trucks on Legion Drive so they don't delay construction.

Police Chief Salazar advised they will patrol that area.

City Manager Maestas advised they need to communicate with Google maps because it gives them the closest route to their destination from Legion.

Councilor Romero suggested placing an ad in the Optic to help find owners for pets at the Animal Care Center.

FINANCE REPORT

Finance Director Martinez reported on the month of May, the General fund revenues exceeded the expenditures resulting in a surplus of (\$917,822), the Enterprise fund expenditures exceeded the revenues resulting in a deficit of (\$482,741) due to a bulk transfer of funds to other operational funds that took place in March rather than on a month to month basis, the Recreation department revenues exceeded the expenditures resulting in a surplus of (\$80,243), Lodger's Tax revenues exceeded the expenditures resulting in a surplus of (\$271,411) and Cannabis revenues exceeded the expenditures resulting in a surplus of (\$90,565).

Finance Director Martinez discussed a chart that Mr. Witters created to show trends within the fiscal year.

Councilor Romero asked Mr. Witters to explain why they requested the reports to be done the way they are.

Mr. Witters advised they are trying to find better ways of tracking the finances, which shows the whole year rather than a single month. Mr. Witters discussed the General fund, the Enterprise fund and the Cannabis fund.

Finance Director Martinez advised beginning in July she would start with month to month transfers for more accurate results.

Mayor Trujillo advised that Lodgers Tax monies need to be spent and would like to see it on the agenda for either the second meeting in July or the first meeting in August for discussion.

Councilor Casey asked if they designated how the Cannabis monies were going to be used.

Mayor Trujillo advised he requested that it be on the agenda for the first meeting in July. Mayor Trujillo thanked Finance Director Martinez for all she's done.

Councilor Montoya asked where the housing reimbursement would come from.

Finance Director Martinez advised it would come from within the General fund.

Mayor Trujillo asked if there was anything they needed to be made aware of.

Finance Director Martinez advised no, they should look into addressing projects within the ICIP and using some surplus on a one time cost to get things accomplished.

Councilor Romero discussed State GRT.

PRESENTATIONS

Natasha Martinez, Deputy Director with Northern Regional Housing Authority gave a lengthy discussion on Fair Housing. Ms. Martinez discussed Title 8 of the Civil Rights Act of 1968. Ms. Martinez discussed how to file a Fair Housing Complaint.

Utilities Director Maria Gilvarry gave a lengthy discussion on the status of Utilities projects that have been completed and some that are in progress.

Mayor Trujillo advised they need to do better at informing the public when projects impact areas in the City. Mayor Trujillo also asked to send out a letter to the public regarding the quality of water and it being drinkable.

Discussion took place regarding alternate routes for water to circulate and a moratorium regarding water taps.

Councilor Romero thanked Utilities Director Gilvarry for the list, and asked if it was stated in the contracts with contractors when the completion date of projects should be done.

Utilities Director Gilvarry advised yes, it is in the contract when a project should be completed but some projects are put on hold due to weather delays, supply chain delays and change orders.

Councilor Romero advised he asked for this presentation so the public is informed of what is going on in the City.

BUSINESS ITEMS

1. Request approval of Resolution 23-17 to adopt a Fair Housing Policy for the City of Las Vegas.

Councilor Romero made a motion to approve resolution 23-17. Councilor Casey seconded the motion.

Resolution 23-17 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

2. Request to purchase one Kenworth T880 tractor truck for the Gas and Water divisions.

Councilor Romero made a motion to approve the purchase of one Kenworth T880 tractor truck for the Gas and Water divisions. Councilor Montoya seconded the motion.

Councilor Casey asked if they used CES to purchase the equipment.

Utilities Director Gilvarry advised yes, and advised there would be no additional fee.

Mayor Trujillo advised there was a motion and a second. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	Yes
Michael L. Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

3. Request to purchase one Front Loader for the Solid Waste division.

Councilor Romero made a motion to approve the purchase of one Front Loader for the Solid Waste division. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

Utilities Director Gilvarry advised it was a Packer Truck Front Loader.

4. Request approval of Resolution No. 23-19, adopting an updated travel policy relating to the reimbursement and travel for per diem and mileage expenses for Public Officers and employees of the City of Las Vegas while on official City business.

Finance Director Martinez advised the resolution would update per diem and mileage rates which would go into effect July 1, 2023.

Councilor Casey made a motion to approve resolution 23-19. Councilor Romero seconded the motion.

Councilor Romero advised this resolution would bring the City up to date with the state.

Finance Director Martinez advised the mileage rate would be 62.5 versus the .50 in the past.

Resolution 23-19 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-19

A RESOLUTION ADOPTING AN UPDATED TRAVEL POLICY RELATING TO THE REIMBURSEMENT AND TRAVEL FOR PER DIEM AND MILEAGE EXPENSES FOR PUBLIC OFFICERS AND EMPLOYEES OF THE CITY OF LAS VEGAS WHILE ON OFFICIAL CITY BUSINESS

WHEREAS, the State Per Diem and Mileage Act (§10-8-1 to 10-8-8, NMSA 1978) and the State Administrative Code (2.42.2 NMAC) governs the reimbursement for travel of all public officers and employees of local public bodies; and

WHEREAS, the State Per Diem and Mileage Act authorizes the City to adopt, by resolution, regulations relating to the Per Diem and Mileage Act including reducing or eliminating per diem and mileage reimbursement (§10-8-8B, NMSA 1978); and

WHEREAS, this policy repeals and replaces previous travel policies with the adoption of this policy.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the following rules and regulations regarding per diem, mileage and travel shall become effective on July 1st, 2023:

ACCEPTED AND APPROVED this day ____ of June 2023.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

5. Request approval of Resolution No. 23-16, a resolution establishing reasonable notice of City Council Meetings in compliance with the open Meetings Act (OMA).

City Clerk Fresquez advised every year they are required to pass a resolution in reference to their meetings. City Clerk Fresquez discussed changes to pg. 4 regarding the Library Board wanting to meet at the Carnegie Library, the Museum

Board did not want to meet quarterly instead they would meet every second thursday of the month at 5:15 pm at the Museum.

Councilor Romero made a motion to approve Resolution 23-16. Councilor Casey seconded the motion.

Resolution 23-16 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

- 6. Request approval of Resolution No. 23-18, a resolution requesting a national lab regional tax distribution study for Los Alamos National Labs.

Councilor Romero advised he was asked by Representative Joseph Sanchez for support regarding GRT spent in Los Alamos at the labs and that money be distributed among the northern areas.

Councilor Casey advised the fifth whereas needed a closing parentheses after (\$915,000,000). Councilor Casey advised she was in support of the resolution.

Councilor Romero advised there is 300 million in GRT that is generated every month.

Councilor Montoya advised they should ask Senator Campos to ask the Los Alamos labs to bring programs and offices to Las Vegas.

Councilor Montoya made a motion to approve resolution 23-18. Councilor Romero seconded the motion.

Resolution 23-18 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

7. Discussion and Consideration of options regarding the Charter amendment adding the 5th Council member that was approved by the voters at the 2022 Municipal Election.

City Clerk Fresquez advised legal counsel VanVleck recommended option C, which was to do nothing, do not act on the charter amendment because to do something would be contrary to law.

Councilor Casey advised they should take the City Attorneys recommendation and do nothing.

Councilor Romero advised he understands that was his recommendation but they're basically accepting they made a mistake, and by letting the voters know by taking it back to the voters.

Councilor Montoya advised he felt doing nothing is not the right thing and preferred option B, to seek a Declaratory Judgement from District Court and let them decide.

Councilor Casey discussed the positive and negative things about each option.

City Clerk Fresquez advised she would need to get any questions they would want in the November Election to the County Clerk by August, so the County Clerk can get it to the Secretary of State.

Councilor Ulibarri advised he preferred option C.

Councilor Casey made a motion to go with option C. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	No
Barbara Casey	Yes	David G. Romero	No

City Clerk Fresquez advised there was a tie.

Mayor Trujillo voted yes for option C and broke the tie.

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:12 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: July 12, 2023

Date Submitted: 05/24/23

Department: Utilities

Item/Topic: Addendum #3 to Contract #3661-2020 with Domenici Law Firm, P.C. for legal representation and legal services relating to the City's water rights. RFP 2020-13 was awarded on 08/12/20 and Agreement #3661-2020 was signed on 09/16/20. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of water line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3661-2020.

Committee Recommendation: This item will be discussed at the July 11, 2023 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 CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3661-2020
RFP# 2020-13
AWARDED ON: 8/12/2020
DOMENICI LAW FIRM, P.C.

This Agreement Extension entered into this 16 day of September, 2021 by and between the City of Las Vegas, a home-rule municipality ("City") and Domenici Law Firm, P.C. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 16, 2020 and Addendum #1 on September 16, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional service (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from September 16, 2023 through September 15, 2024; and

WHEREAS, City and Contractor agree 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 September 15, 2024; and
2. That except for the express modifications in this Addendum #3, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS

Domenici Law Firm, P.C.

Signature

Leo Maestas, City Manager

Printed Name and Title

ATTEST:

Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:

Agreement / Contract
No. 3661-2020
City of Las Vegas
Date

**ADDENDUM #2
AGREEMENT/CONTRACT #3661-2020
RFP# 2020-13
AWARDED ON: 8/12/2020
DOMENICI LAW FIRM, P.C.**

This Agreement Extension entered into this 16th day of September, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and Domenici Law Firm, P.C. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 16, 2020 and Addendum #1 on September 16, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional service (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from September 16, 2022 through September 16, 2023; and

WHEREAS, City and Contractor agree 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 September 16, 2023; and
2. That except for the express modifications in this Addendum #2, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS


Leo J. Maestas, City Manager

Domenici Law Firm, P.C.

DocuSigned by:
Pete Domenici Jr. August 18, 2022 | 9:53
51EDF0E74FCE43A
Signature

Pete Domenici Jr. President
Printed Name and Title

ATTEST:

 8/17/22
Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney

ADDENDUM #1
AGREEMENT/CONTRACT #3661-2020
RFP# 2020-14 13
AWARDED ON: 8/12/2020
DOMENICI LAW FIRM, P.C.

This Agreement Extension entered into this 16 day of September, 2021 by and between the City of Las Vegas, a home-rule municipality ("City") and Domenici Law Firm, P.C. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 16, 2020 and Addendum #1 on September 16, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional service (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from September 16, 2021 through September 16, 2022; and

WHEREAS, City and Contractor agree 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 September 16, 2022; 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

Domenici Law Firm, P.C.

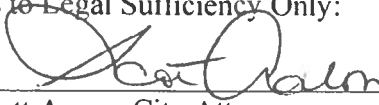
 9/14/21
Leo Maestas, City Manager


Signature
Pete Domenici Jr.
Printed Name and Title
President

ATTEST:


Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:

 9/14/21
Scott Aaron, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND DOMENICI LAW FIRM, P.C.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Domenici Law Firm, P.C., a New Mexico corporation ("Contractor"), of 320 Gold Avenue SW Suite #1000 Albuquerque, New Mexico 87102, on this 16th day of September, 2020 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF SERVICES:

Contractor shall provide legal representation and legal services relating to the City's water rights and provision of water utility services as listed below:

- A. New Mexico water law and water rights administration.
- B. Issues regarding the administration of the Gallinas River including the upper Pecos underground water basin.
- C. State Engineer water management regulations.
- D. State Engineer administrative hearing and litigation processes.
- E. Negotiation efforts to settling water rights litigation.
- F. Water rights accounting and advisement on proper daily diversion and water management.
- G. Assist and advise on potential water rights purchases and leases including applications.
- H. General water resource planning and management.
- I. Serve as technical expert in water rights hearings.
- J. 40 year water development planning.
- K. Upper Gallinas stream forecasting and diversion modeling.
- L. Assist and advise on adjudicated water rights.
- M. Provide other consulting services as requested by the City.

The listing of services and areas included is for example only and is not intended to limit or provide specific details for the scope of services. The City's Utility Director, City Manager, City Attorney, or other designated representative, shall be the contact persons for communications with the Contractor. The Contractor shall provide the City all related and support services required to furnish legal representation and advice in these areas, including representing the City in administrative proceedings before the Office of the State Engineer and all New Mexico courts and in all aspects of the water rights adjudication of the Gallinas Basin of the Pecos River Stream referred to as the Lewis adjudication. Additionally, Contractor shall provide the City with legal advice and services necessary to and pertaining to matters ancillary to the performance of the duties of the City officials and employees responsible for the City's water rights and provision of water utility services, including, but not limited to, the preparation of legal opinions as requested, contracts as required, and advice regarding applicable state and federal regulations. The Contractor agrees to abide by and perform his or her duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances.

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

A. Compensation. As compensation for regular services as set forth in Paragraph 1 above, the City shall pay the attorneys at the following hourly rates:

- i. Attorney's Hourly Rates: Attorney DL Sanders - \$300 per hour plus gross receipts tax; Attorney Pete Domenici - \$225 per hour plus gross receipts tax; Associate Attorney Lorraine Hollingsworth - \$190 per hour plus gross receipts tax.
- ii. Hourly rates will be charged at half time during travel in New Mexico.
- iii. Expenses: Expenses charged, in addition to attorney time, exclusive of gross receipts tax are as follows:
 - a. Mileage - 0.50 per mile
 - b. Meals - Actual expenses
 - c. Lodging - Actual expenses

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

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of any billing from Contractor.

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

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

obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Agreement, or will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

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

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. THIRD PARTY BENEFICIARIES: By entering into this agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City

and Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

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

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

24. RECORDS AND AUDITS:

Contractor shall maintain detailed time and expense records which indicate the date, time and nature of the services rendered to the City, or expensed incurred on behalf of the City and the City shall, upon giving reasonable notice, have the right to review the records kept by the Contractor.

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

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

CITY OF LAS VEGAS

Approved By:

William Taylor
William Taylor, City Manager

CONTRACTOR: Domenici Law Firm
P.C.

Pete Domenici Jr
Signature

Printed Name: Pete Domenici Jr

Position: owner/president

Attest:

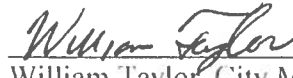
Cassandra Fresquez
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

Scott Aaron
Scott Aaron, City Attorney

CITY OF LAS VEGAS

Approved By:



William Taylor, City Manager

CONTRACTOR:

Signature

Printed Name: _____

Position: _____

Attest:



Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Scott Aaron, City Attorney



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

Meeting Date: July 12, 2023

Date Submitted: 05/16/23

Department: Utilities

Item/Topic: Addendum #3 to Contract #3665-2020 with Glorieta Geoscience, Inc. for professional services related to water rights and hydrology. RFP 2020-14 was awarded on 08/12/20 and Agreement #3665-2020 was signed on 09/13/20. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of water line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3665-2020.

Committee Recommendation: This item will be discussed at the July 11, 2023 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 CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3665-2020
RFP# 2020-14
AWARDED ON: 08/12/2020
GLORIETA GEOSCIENCE, INC

This Addendum entered into this **13TH Day of September, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **GLORIETA GEOSCIENCE, INC, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 09/13/2020 the City and GLORIETA GEOSCIENCE, INC, INC entered into an Agreement/Contract pursuant to a call for RFP in which GLORIETA GEOSCIENCE, INC, INC agreed to provide:

PROFESSIONAL SERVICES RELTED TO WATER RIGHTS & HYDROLOGY

WHEREAS, the City and GLORIETA GEOSCIENCE, INC, INC now desire to extend the original Agreement/Contract for an additional year from **09/13/2023 thru: 09/12/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3665-2020.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL SERVICES RELTED TO WATER RIGHTS & HYDROLOGY**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 09/13/2020 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 09/13/2020 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

GLORIETA GEOSCIENCE, INC, INC

REVIEWED AND APPROVED:

Leo Maestas
City Manager

Date

Title

Date

ATTEST:

Casandra Fresquez
City Clerk

Date

**ADDENDUM #1
AGREEMENT/CONTRACT #3665-2020
RFP# 2020-14
AWARDED ON: 8/12/2020
GLORIETA GEOSCIENCE, INC**

This Agreement Extension entered into this 13th day of September, 2021 by and between the City of Las Vegas, a home-rule municipality ("City") and Glorieta Geoscience, INC. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 13, 2020 and Addendum #1 on September 13, 2021 (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 September 13, 2021 through September 13, 2022; and

WHEREAS, City and Contractor agree 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 September 13, 2022; 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

Glorieta Geoscience, LLC

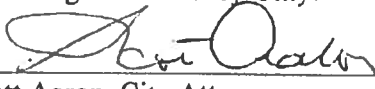
 9/13/21
Leo Maestas, City Manager


Signature
Jay Lazans, President
Printed Name and Title

ATTEST:


Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:

 9/14/21
Scott Aaron, City Attorney

Agreement / Contract
No. 3665-2020
City of Las Vegas
Date

ADDENDUM #2
AGREEMENT/CONTRACT #3665-2020
RFP# 2020-14
AWARDED ON: 8/12/2020
GLORIETA GEOSCIENCE, INC

This Agreement Extension entered into this 13th day of September, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and Glorieta Geoscience, INC. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 13, 2020 and Addendum #1 on September 13, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional services (collectively "Services");

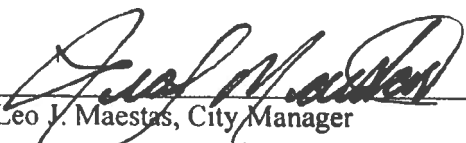
WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from September 13, 2022 through September 13, 2023; and

WHEREAS, City and Contractor agree 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 September 13, 2023; and
2. That except for the express modifications in this Addendum #2, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS


Leo J. Maestas, City Manager

Glorieta Geoscience, LLC

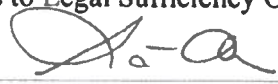
DocuSigned by:
 August 18, 2022 | 11:45 AM
Signature

Jay Lazarus Pres./Sr. Geohydrolog
Printed Name and Title

ATTEST:

 8/17/22
Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND GLORIETA GEOSCIENCE, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Glorieta Geoscience, Inc., a New Mexico corporation ("Contractor"), of 1723 Second Street, Santa Fe, New Mexico 87505, on this 13th day of September, 2020 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF SERVICES:

Contractor shall provide services related to water rights and hydrology as listed below:

- A. Water rights accounting and purchasing.
- B. General water resource planning and management.
- C. Serving as a technical expert in water rights hearings.
- D. 40 year water planning preparation.
- E. Upper Gallinas stream forecasting and diversion modeling.
- F. Analyze data on environmental impacts of pollution, erosion and drought.
- G. Analyze / report on snow levels.
- H. Analyze / report on well field levels.
- I. Analyze / report on water sales and water loss.
- J. Analyze flow conditions and data.
- K. Discharge permits applications.
- L. Provide information needed for water projects related to effluent, non-potable and potable water.
- M. Provide documentation to City of Las Vegas Utilities Department and retain records for each 5 year period.
- N. Prepare written reports and presentations of their findings.
- O. Provide other consulting services as requested by the City.

The listing of services and areas included is for example only and is not intended to limit or provide specific details for the scope of services. The City's Utility Director, City Manager, or

other designated representative, shall be the contact persons for communications with the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the

insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

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

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

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

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

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

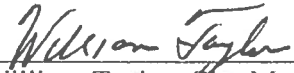
24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings,

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

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

CITY OF LAS VEGAS

Approved By:


William Taylor, City Manager

CONTRACTOR:


Signature

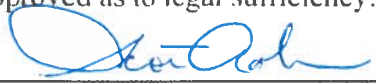
Printed Name: JAY IAZANIS

Position: Pres/Sr. Geohydrologist

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


Scott Aaron, City Attorney



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

Meeting Date: July 12, 2023

Date Submitted: 05/16/23

Department: Utilities

Item/Topic: Addendum #3 to Contract #3673-2020 with DUB-L-EE, Inc. for maintenance and emergency repairs to City natural gas transmission. RFP 2020-12 was awarded on 07/15/20 and Agreement #3673-2020 was signed on 09/27/20. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of gas line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3673-2020.

Committee Recommendation: This item will be discussed at the July 11, 2023 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 CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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

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

ADDENDUM #3
AGREEMENT/CONTRACT #3673-2020
RFP# 2020-12
AWARDED ON: 07/15/2020
DUB-L-EE, INC

This Addendum entered into this **27TH Day of September, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **DUB-L-EE, INC, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 09/27/2020 the City and DUB-L-EE, INC, INC entered into an Agreement/Contract pursuant to a call for RFP in which DUB-L-EE, INC, INC agreed to provide:

MAINTENANCE & EMERGENCY REPAIRS TO CITY NATURAL GAS TRANSMISSION

WHEREAS, the City and DUB-L-EE, INC, INC now desire to extend the original Agreement/Contract for an additional year from **09/27/2023 thru: 09/26/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3673-2020.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **MAINTENANCE & EMERGENCY REPAIRS TO CITY NATURAL GAS TRANSMISSION**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 09/27/2020 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 09/27/2020 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

DUB-L-EE, INC, INC

REVIEWED AND APPROVED:

Leo Maestas Date
City Manager

Title	Date
-------	------

ATTEST:

Cassandra Fresquez
City Clerk

Agreement / Contract
No. 3673-2020
City of Las Vegas
Date

**ADDENDUM #2
AGREEMENT/CONTRACT #3673-2020
RFP# 2020-12
AWARDED ON: 7/15/2020
DUB-L-EE, INC**

This Agreement Extension entered into this 27th day of September, 2022 by and between the City of Las Vegas, a home-rule municipality ("City") and DUB-L-EE, INC. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 27, 2020 and Addendum #1 on September 27, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional service (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from September 27, 2022 through September 27, 2023; and

WHEREAS, City and Contractor agree 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 September 27, 2023; and
2. That except for the express modifications in this Addendum #2, all of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS


Lee J. Macstas, City Manager

ATTEST:


Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney

DUB-L-EE, INC.

DocuSigned by:
 August 18, 2022 | 11:05
170367CC8A62429
Signature

Mr. Eddie Saiz President
Printed Name and Title

Mailed 9-15-21

**ADDENDUM #1
AGREEMENT/CONTRACT #3673-2020
RFP# 2020-12
AWARDED ON: 7/15/2020
DUB-L-EE, INC**

Agreement / Contract
No. 3673-2020
City of Las Vegas
Date

This Agreement Extension entered into this 27th day of September, 2021 by and between the City of Las Vegas, a home-rule municipality ("City") and DUB-L-EE, INC. a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated September 27, 2020 and Addendum #1 on September 27, 2021 (collectively the "Agreement"), pursuant to a call for RFP in which Contractor agreed to provide professional service (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from September 27, 2021 through September 27, 2022; and

WHEREAS, City and Contractor agree 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 September 27, 2022; 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


Leo Maestas, City Manager 9/14/21

DUB-L-EE, INC.

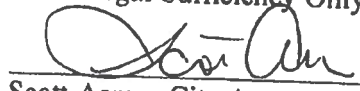

Signature

Eddie Saiz President
Printed Name and Title

ATTEST:


Casandra Fresquez, City Clerk

As to Legal Sufficiency Only:


Scott Aaron, City Attorney 9/14/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2021

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 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 Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	CONTACT NAME: Merlinda Chavez PHONE (A/C, No, Ext): (505) 265-8481 FAX (A/C, No): (505) 266-3500 E-MAIL ADDRESS: mchavez@westernassurance.com																					
INSURED DUB-L-EE LLC 98 Hwy 66 East Albuquerque NM 87123	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Cincinnati Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Builders Trust</td><td></td></tr><tr><td>INSURER C:</td><td>Clear Blue Specialty Insurance Corp</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Company		INSURER B:	Builders Trust		INSURER C:	Clear Blue Specialty Insurance Corp		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 20/21 Master (All forms)

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	Y	ENP0218388	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	EBA0218388	11/9/2020	11/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		WCCNCEL000067201	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 2,000,000	
	AGGREGATE \$ 2,000,000							
	Aggregate/Per Occurrence \$ 4m/4million							
B	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 <input type="checkbox"/>	N/A	Y	WC1000006221	11/9/2020	11/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 2,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 2,000,000							
New Mexico Employee Only								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

irena@lasvegasmn.gov

City of Las Vegas Utilities Department
Irene Archuleta
905 12th Street
Las Vegas, NM 87701

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

M Chavez/MERLIN

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Approval Form

Date Submitted: 9/8/21

Department Submitting: Utilities Submitter: Irene Archuleta

Date Re-Submitted after Changes: _____

Documents To Be Reviewed: Addendum #1 Contract #3673-20 DUB-L-EE, INC.
Deadline: 09/13/2021

Upon Completion and Approval of Review: (Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):
City Manager approval

Comments: Upon completion of review please submit to City Manager for review/approval and then to City Clerk for signature and return to Utilities. Thank you
The following is the approval order: (Please circle either approved or disapproved)

Approved / Disapproved: (Reason for Disapproval): _____
☐ Changes: _____ Date: _____

1 Scott Aaron 9/8/21
Scott Aaron, City Attorney Review Date

Approved / Disapproved: (Reason for Disapproval): _____

2 Jesus Baquera 9-10-21
Jesus Baquera, Finance Director Date

Approved / Disapproved: (Reason for Disapproval): _____

3 Leo Maestas 9/14/21
Leo Maestas, City Manager Date

☐ Picked Up By (after CA review): _____ Date: _____

☒ Hand Delivered By: Irene Archuleta Date: 9/8/21

(1) Received By: SEB Dept: Finance Date: 9-10-21

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND DUB-L-EE, INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Dub-L-EE, Inc., a New Mexico corporation ("Contractor"), of 98 Highway 66 East, Albuquerque, New Mexico 87123, on this 27 day of September, 2020 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

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

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

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

1. SCOPE OF SERVICES:

Contractor shall perform and provide maintenance and emergency repairs to the City's natural gas transmission on as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The Agreement, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The Agreement will begin upon final approval by the City Manager:

The duties of the offeror shall include the following:

1. The offeror shall show that he has a New Mexico general contractors license and all other licenses required by law to perform the work required by this Agreement.
2. The offeror shall demonstrate at least five (5) years experience repairing and installing of gas transmission lines and other related natural gas system equipment.
3. The offeror shall provide documentation of operator's qualifications, welder's qualifications and drug and alcohol testing as per Public Regulation Commission requirements.
4. The offeror will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
5. The offeror shall provide on-site supervision at all times for all of their work to be performed.

The listing of services and areas included is for example only and is not intended to limit or provide specific details for the scope of services. The City's Utility Director, Gas Manager, or other designated representative shall be the contact persons for communications with the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Agreement, the Contractor will include any or

all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

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

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

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

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

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

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

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

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

CITY OF LAS VEGAS

Approved By:



William Taylor, City Manager

CONTRACTOR:



Signature

Printed Name: Eddie Sain

Position: _____

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Scott Aaron, City Attorney

ATTACHMENT "A"

DUB-L-EE, LLC, HOURLY RATES
City of Las Vegas

06/01/2020

• Welder w/arc equipment	\$102.50 per hour
• Welder w/gas or PE equipment	\$102.50 per hour
• Backhoe	\$95.00 per hour
• Compressor w/accessories	\$35.00 per hour
• Dump Truck	\$58.00 per hour
• Water Truck	\$58.00 per hour
• Trencher w/operator	\$62.50 per hour
• Truck/Pipe Trailer	\$55.00 per hour
• Compressor	\$22.50 per hour
• Hydra Tamper w/operator	\$90.00 per hour
• Vibrator/Roller Tamper	\$85.00 per hour
• Whacker Tamper	\$14.00 per hour
• Mini Excavator	\$90.00 per hour
• Track Excavator w/Operator	\$135.00 per hour
• Vac Unit	\$155.00 per hour
• Directional Drill Availabilities	Price is based on per foot basis & individual jobs
• Per Diem	\$135.00 per hour
• Supervisor	\$58.00per hour
• Certified Welder	\$55.00 per hour
• Laborer/Helper	\$40.00 per hour
• Equipment/Operator	\$46.50 per hour
• Skidsteer	\$85.00 per hour
• Material Mark Up Cost	15%

RATES ARE BASED ON PORTAL TO PORTAL

General Mechanic Service Needs

Services to include but not limited to,

Semi and Transport Trailers, Collection Equipment, Loaders, Track Hoe, Skid Steers, Mulcher , Back Hoes,
Tire Cutter, ~~Trailers and pickup trucks~~

Drive Train:	Engine, Transmission, Suspension, Drive Lines, Differentials, Oils and Grease
Hydraulic System:	Pumps, Hoses, Fittings, Valves, Cylinders, Motors, Controls, Sensors, Chain, Rollers, Lifting Devices, Cables, Hydraulic Fluid
Lubricants: Engine:	Transmission, Hydraulic, Differentials, Power Steering and Brake Fluid, Engine Oil
Cooling systems:	Various types of cooling systems, Radiators, Hoses, Belts, Water Pumps, Radiator Fluid
Heating/ AC:	Various types of AC systems, Freon, Compressors, Hoses, belts, controls, cables, switches, recharging of system
Glass repair:	Various types of glass repairs, Windshield, Side glass, Flat glass, Mirrors, Door Components (i.e handles and cranks manual and electric)
Exhaust repair:	Pipe, Muffler, Def system, Tanks, Valves, after burner, Software.
Electrical:	Lighting system, tarp systems, Interior electronics, Gages, cab components, instruments, Cameras, Wire Harness, Controls, Fuses, Breakers and Switches
Brake System:	Brake shoes, Pads, Air lines, Hoses, Brake pods, Lines, Cylinder, Valves
Transport Trailer:	Suspension, Axels, Tarps , bars, straps, tarp cranks, valves, hoses, lighting, fittings, welding and Fabrication
Interior:	Seats, steering wheel, visors, seat belts, flooring
Tires:	Repair and Replace Tires



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

Meeting Date: July 12, 2023

Date Submitted: 06/30/2023

Department: Fire Department

Item/Topic: Review and Approval of AMR Contract for Ambulance Services. Contract has already been presented by County Manager to County Commission and approved.

Fiscal Impact: \$849,474.72

Attachments: AMR 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. _____
Ordinance No. _____
Contract No. _____
Approved _____

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

AMR Contract Cost		
Contract Base	\$ 1,400,000.00	
GRT (8.2708%)	\$ 115,791.20	
Total	\$ 1,515,791.20	
City	\$ 849,474.72	56%
County	\$ 566,316.48	37%
Pecos	\$ 100,000.00	7%
Total	\$ 1,515,791.20	

CONTRACT FOR EMERGENCY AMBULANCE SERVICES

This Contract made and entered into this _____ day of _____, 2023, by and between the County of San Miguel and the City of Las Vegas New Mexico, hereinafter referred to as (“The Agencies”) with American Medical Response Ambulance Service, Inc. (“AMR”), hereinafter referred to as “Provider.” The parties here determine that the Provider has the expertise to provide the services stipulated under Article 1, “Services to be provided” and incorporated Attachments, “Attachment A” Scope of Work, and “Attachment B” HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

Agencies understand that this Agreement is conditioned upon the New Mexico Public Regulation Commission’s (“PRC”) approval of a Certificate of Necessity (“CON”) for Provider for San Miguel County and the City of Las Vegas, New Mexico. In the event the PRC does not grant Provider a CON over the Agencies, this Agreement shall be null and void. The agencies agree to reasonably support Provider’s application to amend its authority in support thereof. Notwithstanding anything to the contrary, the services performed under this Agreement shall not commence unless and until Provider has regulatory authority to proceed.

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the “SCOPE OF WORK,” attached hereto as “Attachment A.” The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the Agencies obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly meetings as scheduled by the Agencies to discuss any and all issues which have occurred during the response quarter. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. The Agencies may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the Agencies, including information about whether the clients have insurance (Medicaid, Medicare, health, auto etc.), are insured or uninsured and their residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the Agency. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended (“HIPAA”) in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in “Attachment B” regarding such Protected Health Information. The Provider’s obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.

4. ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual audit report on call volume, to the Agencies during the quarterly meetings. The Agencies may require additional information as deemed necessary and agreeable by the parties, including an income statement that substantially conforms to the form in Exhibit E for 911 and inter-facility transports, as well as numbers of 911 calls and inter-facility transports.

5. MONITORING

The Provider shall allow the Agencies staff to observe Provider’s activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the Agencies (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the Agencies, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

7. EXCLUSIVE OPERATING AREA

Agencies hereby grant Provider the exclusive right to provide the services within the County of San Miguel and the City of Las Vegas, excluding the Conchas area which will be serviced by the County (the “Service Area”). Agencies shall require City PSAP, DPS PSAP and the Santa Fe Regional Communication Center to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area (“Communications Centers”) to direct such calls to Provider in accordance with the dispatch protocols agreed upon by Provider and Agencies (“Dispatch Protocols”). Agencies shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols (“Emergency Calls”), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agencies shall

require that all such Emergency Calls, including those received on seven-digit numbers, be routed to Provider as provided in the Dispatch Protocols. This section shall further extend to non-emergent inter-facility transports within the Service Area.

The Agencies understand that the Provider should be available for Mutual Aid with certain areas, such as Conchas (which is San Miguel County), Mora or Eastern Santa Fe County. Mutual Aid, in the Agencies' opinion, is for 'life or limb' intercepts, when a higher level of care is required to provide the best possible chance of survival and recovery for the patient. Mutual Aid shouldn't be abused by these areas for reasons of convenience.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for two (2) years, with the possibility of renewal for an additional two (2) years, after a performance evaluation, for a total of four (4) years, in accordance with the State of New Mexico procurement requirements and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas and throughout San Miguel County or any other location(s) approved by the Agencies.

The Provider shall actively take measures to become knowledgeable with Agencies street names and locations along with county addressing in the incorporated municipalities of Las Vegas and Pecos, as well as surrounding areas, including but not limited to New Mexico State Highway 3, Tecolote, Tecolotito, Pandaries, Sapello, Trementina and all regions within the boundaries of San Miguel County. As part of the subsidy, the County of San Miguel shall provide an ambulance station and two ambulances in the western part of San Miguel County, as well as property to house an ambulance station and AMR owned ambulances in the Las Vegas area to house Provider's ambulances and personnel for the duration of this Agreement.

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

The Provider must maintain an adequate response plan for the City of Las Vegas and County of San Miguel. It should consist of a minimum daily staffing level of four (4) dedicated ambulances for the indicated response areas at all times and one (1) EMT-Paramedic Shift Supervisor, not assigned to an ambulance unit. Three of the units are to be stationed in the Las Vegas area with the fourth unit stationed in the western portion of the County within five (5) miles of Pecos in a County owned building. All four units will be full twenty four hour units. At least one of these ambulance units in each response area shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) Las Vegas ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and nonemergency/inter-facility transports. All ambulances shall be staffed in accordance with New Mexico regulations; however, Provider shall ensure each ambulance is staffed at a minimum with either one (1) licensed EMT-Intermediate or one (1) EMT-Paramedic and one (1) licensed New Mexico EMT-Basic. Only one (1) of the Las Vegas trucks shall be staffed with an EMT-

Intermediate per shift; the other two (2) shall be staffed with an EMT-Paramedic, unless otherwise agreed to by the parties based on unforeseen circumstances.

The Agencies understand that the PRC has granted a waiver (Case No.21-00296-TR-M) to allow one (1) licensed provider on an ambulance and in the patient compartment, which would allow the other provider to be unlicensed. The Agencies acknowledge the challenges of staffing licensed personnel, and are amenable to an unlicensed provider only when licensed providers are not available to keep an ambulance in service, and only as a member of a crew with an EMT-Paramedic. The unlicensed provider must be enrolled in an EMT-Basic class and have signed an agreement to become NM State licensed within a year of date of hire. If at any time the PRC revokes this waiver, the Agencies will no longer allow this staffing arrangement.

The Agencies shall be sent copies of monthly schedules, including staffing and licensure levels, per ambulance. In addition, the Provider shall advise the City of Las Vegas PD Dispatch as well as NMSP Dispatch which units are in service and what the staffing levels are, daily. This shall be done each morning, after shift change.

A procedure for non-emergency, non-911 responses (inter-facility transports, in-town transfers and airport transfers) shall be established that will not interfere with the emergency staffing levels. The Agencies and Provider shall develop this procedure jointly, and share with the local hospital. Non-emergency response requests should be answered by providers dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in San Miguel County, stable non-emergency transports that are leaving from the City of Las Vegas to other points and places outside of the County, should be strategically intercepted by other units when available. For non-emergency transportation services within San Miguel County, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside of San Miguel County, the provider shall assign a unit to perform this task so long as there are at least two ambulances available in the system. Additionally, if the transport is deemed an emergency to another facility outside the County, the Provider, when necessary, shall dispatch a local ambulance who will intercept with another unit in order to minimize the San Miguel Emergency System.

The three (3) ambulance units in the Las Vegas area shall be responsible for response in the following areas: City of Las Vegas, northern San Miguel County, Eastern San Miguel County to Corazon Hill on NM State Highway 104, Southern San Miguel County, and Western San Miguel County to NM State Highway 3. The one (1) ambulance unit in the Pecos area shall be responsible for response in Western San Miguel County, including the communities on NM State Highway 3 and the Village of Pecos. In times of response overload, ambulance units can and should overlap response areas, as per required need. Attachment D shall be a color-coded map identifying coverage.

Should any or all of the four (4) Ambulance units available for service within response area become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

All ambulances used to provide shall be licensed and equipped with all supplies and equipment required by State law and by Agencies policies and procedures agreed upon by Provider and shall be maintained in good working order in accordance with Provider's maintenance policies and procedures.

ARTICLE 5. COST AND PAYMENT:

The total amount paid by Agencies to Provider under the Contract for the period of performance specified above shall not exceed the amount specified below and be funded annually by the Agencies for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

- Twelve (12) equal monthly installments per calendar year
- Contract amount: \$1,400,000 (One million, four hundred thousand dollars), excluding Gross Receipts Tax, per calendar year. Provider may annually request an increase to the Agencies of the greater of (i) 3% or (ii) the percentage increase in the Medical CPI during the most recent 12 month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers (CPI-U), or the most comparable successor index if such index is discontinued.
- Gross Receipts Tax shall be in addition to any subsidy and shall separately invoiced monthly by AMR and payable within 30 days of receipt of invoice.

The Provider shall agree to provide courtesy care to County and City first responders who are "on-duty" while working on an incident. Courtesy care may include but not be limited to evaluation, oxygen or rehab services. The Agencies agree that the Provider should pursue payment from insurance, Worker's Comp (if applicable), or VFIS (if applicable) if expenses are incurred during courtesy care, but agrees not to pursue payment of the balance by the individual assisting with the incident in partial consideration for the Agency subsidy.

The Provider also agrees to provide transport of San Miguel County Detention Center inmates in emergent situations to the nearest appropriate hospital. If the inmate has insurance, the Provider shall bill the insurance. If the inmate doesn't have insurance, the Provider agrees to bill the Agencies at the greater of the Medicaid rate, or 35% of the standard charges, in partial consideration for the Agency subsidy.

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE AGENCIES:

San Miguel County
Joy Ansley, County Manager
500 W. National, Ste. 201
Las Vegas, NM 87701
505-425-9333
jansley@co.sanmiguel.nm.us

FOR THE PROVIDER:

AMR
Joaquin Graham, Regional Director
3201 University Blvd. SE, Ste. 105
Albuquerque, NM 87106
575-640-6521
Joaquin.Graham@gmr.net

City of Las Vegas
Leo Maestas, City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701
505-454-1401
lmaestas@lasvegasnm.gov

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the County and the City.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the Agencies and its “public employees” as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider’s negligence or intentional acts, errors or omissions in the Provider’s performance under this Contract. The Provider’s agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

To the extent allowable under law, including the Anti-Donation Clause, Article IX, Section 14 of the State of New Mexico Constitution, Agencies shall indemnify, defend and hold Provider, and its employees and agents harmless against any claims, liability, losses or damages (collectively “Claims”), incurred by the Provider which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Agencies related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Provider agrees to promptly notify the Agencies of any Claim against it which it expects to give rise to a duty of indemnity by the Agencies.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the Agencies, which Certificate or Endorsement shall include evidence of the right of the Agencies to notice of non-payment or and notice of cancellation, with this signed Contract. If for any reason, any cancellation or non-renewal occurs in the

insurance coverage during the course of the Contract, Provider shall give City thirty (30) days written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

a. All insurance required is in effect.

b. The Agencies are an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of non-payment or and notice of cancellation to the each of the Agencies.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. For auto and general liability policies only, the insurance afforded therein shall be primary insurance and any insurance or self-insurance of the Agencies shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of the Agencies.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME:

The Provider will use best efforts to respond within 7 minutes, 90% of the time. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. For purposes of determining response times, an exemption shall be granted when the Agencies Management Team determines that a response time failure was substantially caused by one of the following circumstances:

- Incorrect or inaccurate dispatch information;
- Material change in dispatch location;
- Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
- Scheduled or unscheduled CAD failure;
- Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)

- Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
- Periods of unusual system overload, defined as:
 - greater than two simultaneous or overlapping emergency / urgent responses within the City/County; or
 - greater than four simultaneous or overlapping emergency / urgent responses within the City/County and mutual aid areas; or
 - Two responses dispatched within ten (10) minutes of one another
 - Severe weather conditions which impair visibility or create significant unsafe driving conditions;
 - Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;
 - Delays caused by a facility being unable to receive a patient; or
 - A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
 - Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the Agencies Management Team on a case by case basis and accepted or rejected by the City & County Manager following a recommendation from the Management Team.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

- a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls in a given month.
- b. Provider shall use best efforts to meet a response time for Services in the Primary Service Area of 7 minutes.

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the Agencies Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a

reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

Penalties: No penalties shall be imposed as a result of any failure by Provider to meet the performance standards herein.

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the local Agencies in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract of FY 2023/2024, based on this Contract can be extended for two (2) two (2) year periods upon approval of the Agencies and Provider. The Agencies may refuse to review or extend the contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of contract termination, the Provider shall be reimbursed for completed work that is approved by both the Agencies. In no event shall the dollar amount exceed the amount of the Contract. The Agencies are responsible for payment to Provider for any and all services actually rendered by Provider under this Contract. Provider may terminate this Agreement with or without cause on two hundred seventy (270) days written notice to Agencies.

ARTICLE 12. NO AUTHORITY TO BIND AGENCIES.

The Provider agrees not to purport to bind the Agencies to any obligation not assumed herein by the Agencies unless the Provider has express written authority from, the City & County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the Agencies and appropriate action acceptable to the Agencies shall be taken. The Provider's failure to inform the Agencies of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the Agencies.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the Agencies for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the Agencies. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the Agencies and shall not bind either agency in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-1-1 through 13-1-199, NMSA 1978, as well as the Agencies Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Agencies from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the Agencies shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico with venue set in 4th Judicial District Court, New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the Agencies. Arbitration will not be used in case of disputes. Mediation is encouraged before litigation.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The Agencies' obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the Agencies do not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The Agencies determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

Provider may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Provider to insure adequate coverage throughout the Service Area. (All such

mutual aid agreements and subcontracts shall be subject to Agencies' written approval; which approval shall not be unreasonably withheld.) All subcontractors ("Subcontractors") shall meet the applicable requirements of this Agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the Agencies until approved and signed by the City & County Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that assure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to both Agencies, its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32. AGENCIES FIRST RESPONDER OBLIGATIONS

In performing First Responder Services, Agencies shall comply with the following requirements: Agencies shall require its fire service first responder medical personnel ("First Responder Personnel") to work collaboratively with Provider Personnel. In the event First Responder Personnel arrive at an

incident scene prior to Provider, event First Responder Personnel shall assume temporary medical control of the scene until Provider's arrival, at which point Provider shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene Provider Personnel.

Provider shall be entitled to include, in its charges to patients and third-party payers, charges for services performed or supplies utilized by event First Responder Personnel.

In consideration of the foregoing, Provider shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by Agency personnel in treating patients transported by Provider.

Agencies shall assure and certify in writing to Provider prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to Provider, that none of its First Responder Personnel providing patient care are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320aies-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Agency shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:

Agencies shall screen such persons against the Exclusion Lists within thirty days of the effective date hereof and annually thereafter.

As part of the hiring process for any new First Responder Personnel hired after the effective date hereof, Agencies shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Agencies shall implement a policy requiring all first responder personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

"Exclusion Lists" include: (i) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

Agencies shall cooperate with Provider in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

ARTICLE 33.

This Contract award is made as a result of a Request for Proposals issued by the Agencies pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the Agencies Procurement Code Resolution 12-24 relating to the procurement of professional services.

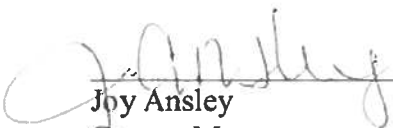
ARTICLE 34.

This Contract including all attachments was approved in open public session by the Governing Body of the San Miguel County Commission on June 19, 2023 and the City of Las Vegas City Council on _____, 2023 when both public entities authorized their County & City Manager to execute the Contract.


Effective Date: _____

SAN MIGUEL COUNTY

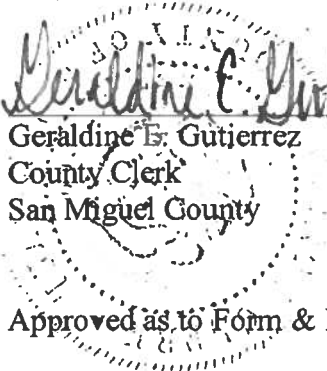
CITY OF LAS VEGAS

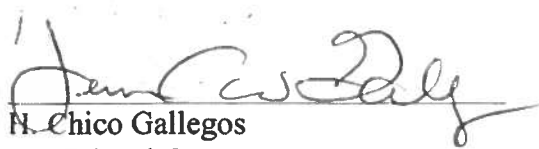

Joy Ansley
County Manager
San Miguel County

Leo J. Maestas
City Manager
City of Las Vegas


Geraldine E. Gutierrez
County Clerk
San Miguel County

Casandra Fresquez
City Clerk
City of Las Vegas


Approved as to Form & Legal Sufficiency


H. Chico Gallegos
San Miguel County Attorney

Randall Van Vleck
City of Las Vegas Attorney

American Medical Response Ambulance Service, Inc.

Glenn Kasprzyk
Regional President

ATTACHMENT A

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

American Medical Response Ambulance services provides advanced life support (ALS) services (EMT-Paramedic or EMT-Intermediate level) emergency medical services and non-emergency transport to the residents of contracted entities. When staffing ambulances, only one (1) EMT-Intermediate ambulance shall be in operation in each area, the others must be EMT-Paramedic ambulances.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas and County of San Miguel.

1.2. Comply with stipulations and agreements embodied in RFP #2023-001, the Provider's proposal to RFP #2023-001 which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within San Miguel County.

1.4. Notify the Agencies six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic or one State licensed intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basics or higher certification. A system overload shall be defined as any incident or coinciding incidents that stress the response system beyond their capabilities.

1.6. Compile, maintain, and make available for inspection and audit upon request by the contracted Agencies or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for Services provided hereunder. Agencies shall not bill or permit any other party to bill patients or third-party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an emergency call. Provider's Rates shall be in accordance with the State of New Mexico rate tariff.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the Agencies for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and the Agencies will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico, the County of San Miguel, and the City of Las Vegas in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval from the Agencies prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the Agencies and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their County/City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the city limits in seven (7) minutes or less. Response to County areas shall reflect a twenty (20) minute maximum response time depending on area.

8. PROBLEM RESOLUTION:

All problems and issues between Agencies and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury

and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall be renewed or continued without lapse.

6. Certificates of Insurance.

Upon request, Provider shall furnish the Agencies with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation and professional liability, shall name the Agencies, its employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the Agencies in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, Agencies, in their reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, Agencies shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The Agencies acknowledge that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the Agencies agree to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the “Agreement,” is made and entered into by and between the City of Las Vegas and County of San Miguel hereinafter referred to as “The Agencies” or “Business Associate” and AMR, hereinafter referred to as “Provider” or “Covered Entity” and is an attachment to a services agreement wherein Provider shall provide services to the Agencies.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations (“CFR”), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information (“PHI”) of participants and beneficiaries covered under the services agreement and accordingly is a “Business Associate” as defined in the Privacy Rule; and

WHEREAS, the Provider is a “Covered Entity” within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. “Business Associate” shall mean the City of Las Vegas and the County of San Miguel.

1.2. “Covered Entity” shall mean the Provider, “AMR.”

1.3. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR 154.501.

1.4. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. “Individually identifiable health information” shall have the same meaning as the term “individually identifiable health information” in 45 CFR 160.103. Specifically, “Individually identifiable health information” shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, “protected health information” shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. “Required by law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

1.9. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health

Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide Agencies and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City and County Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City and County Manager shall determine a resolution. The City and County Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

ATTACHMENT D
RESPONSE MAP

ATTACHMENT E

Consolidated Statement of Operations and Comprehensive Income (Loss) (Unaudited, Amounts in thousands)

	Year
Revenue	\$
Operating Expenses:	
Employee wages, benefits and taxes	
Maintenance, fuel and other direct expenses	
Insurance expense	
Other operating expenses	
Depreciation and amortization	
Total operating expenses	
Operating income	
Management fee expense	
Net income (loss) before income taxes	
Income tax (benefit) expense ⁽¹⁾	-
Net income (loss)	

⁽¹⁾ Certain tax provision items are recorded at the Parent company level



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

Meeting Date: 7/12/23

Date Submitted: 6/30/23

Department: Public Works

Item/Topic: Approval of Resolution 23-20 to replace Resolution 23-17. Specific language is needed in the agenda request as per specified requirements for the Community Development Block Grant (CDBG). Within grant requirement, the City acknowledges the certification and commitments and plans of Exhibit 1-Y and Exhibit 1-Z for Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation Assistance, Section 3 and Procurement.

Fiscal Impact: None

Attachments: Resolutions Exhibit 1-Y Resolution to adopt required CDBG certifications and commitment requirements and Exhibit 1-Z CDBG Federal Requirements Plans for Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation Assistance and Section 3.

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:

J. R. Lopez

Department Director

Reviewed By:

Joshua Martinez

Finance Director

Paul M. Anderson

City Manager

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

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

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

THE CITY OF LAS VEGAS, NEW MEXICO
RESOLUTION 23-20

**A RESOLUTION TO REPEAL RESOLUTION 23-17 AND REPLACE
WITH RESOLUTION 23-20 TO FULFILL REQUIRMENTS FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).**

Whereas, the City of Las Vegas accepted resolution 23-17 on June 21, 2023, Exhibit 1-Z CDBG Federal Requirements, Citizen Participation Required Elements; and

Whereas, the City of Las Vegas accepted resolution 23-17 on June 21, 2023, Adoption of Required CDBG Certifications and Commitments; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference, and

PASSED, APPROVED AND ADOPTED this _____ day of July, 2023.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

EXHIBIT 1-Z

CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, City of Las Vegas has prepared and adopted this Citizen Participation Plan.

Objective A

City of Las Vegas will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

City of Las Vegas will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

City of Las Vegas will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

City of Las Vegas will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

City of Las Vegas will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

City of Las Vegas will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

FAIR HOUSING REQUIRED ELEMENTS

Resolution 23-20

A resolution of the _____ City Council _____ of the _____ City
of _____ Las Vegas _____, adopting a fair housing policy, making known its commitment to the
principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all
applicant for Community Development Block Grants funds certify that they shall affirmatively further
fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and
the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale,
rental, leasing and financing of housing or land to be used for the construction of housing or in the
provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or
national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American
values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and
its people;

NOW, THEREFORE, BE RESOLVED THAT the _____ City Council _____ of the _____ City
of _____ Las Vegas _____ hereby wish all persons living, working, doing business in or traveling
through this _____ City _____ to know that: discrimination in the sale, rental, leasing, and
financing of housing or land to be used for construction of housing, or in the provision of brokerage
services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited
by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the _____ City
of _____ Las Vegas _____ to implement programs, within the constraints of its resources, to ensure equal
opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or
national origin; and within available resources the _____ City _____ of _____ Las Vegas _____ will
assist all persons who feel they have been discriminated against in housing issues on the basis of race,
color, religion, sex, handicap, familial status or national origin to seek equality under existing federal
and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S.
Department of Housing and Urban Development; and that the _____ City _____ of _____ Las Vegas _____
shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders
and others involved with housing to become aware of their respective responsibilities and rights under
the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that
the _____ City _____ of _____ Las Vegas _____ shall undertake the following actions to affirmatively
further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

Posting and/or mailing copies to real estate community, banks, developers, communities organizations etc.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, _____ City of Las Vegas _____ must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps _____ City of Las Vegas _____ will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. _____ City of Las Vegas _____'s Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within _____ City of Las Vegas _____ to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless City of Las Vegas has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between City of Las Vegas and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before City of Las Vegas enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, City of Las Vegas must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in

the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within City of Las Vegas. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in City of Las Vegas and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person,

City of Las Vegas must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within City of Las Vegas.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to City of Las Vegas for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if City of Las Vegas or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the City of Las Vegas determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. City of Las Vegas determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
- 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by _____ City of Las Vegas _____ covering the rehabilitation or demolition.

IX. Grievances

The _____ City of Las Vegas _____ will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The _____ City of Las Vegas _____ is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The _____ City of Las Vegas _____ has appointed _____ as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the _____ City of Las Vegas _____. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the _____ City of Las Vegas _____ shall:

1. Hiring
 - a. Advertise for all _____ City of Las Vegas _____ positions in local newspapers
 - b. List all _____ City of Las Vegas _____ job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the _____ City of Las Vegas _____. This means that if two equally qualified persons apply and one is a resident of the _____ City of Las Vegas _____ and one is not, the resident will be hired
 - d. Maintain records of _____ City of Las Vegas _____ hiring as specified in the CDBG Resolution to Adopt CDBG Requirements (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated with a CDBG grant agreement.

2. Contracting

- a. The _____ City of Las Vegas _____ will compile a list of businesses, suppliers and contractors located in the _____ City of Las Vegas _____.
- b. These vendors will be contacted for bid or quotes whenever the _____ City of Las Vegas _____ requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the _____ City of Las Vegas _____ and one from outside the _____ City of Las Vegas _____, the contract will be awarded to the business located within the community.

3. Training

The City of Las Vegas shall maintain a list of all training programs operated by the City of Las Vegas and its agencies and will direct them to give preference to City of Las Vegas residents. The City of Las Vegas will also direct all CDBG sponsored training to provide preference to City of Las Vegas residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The City of Las Vegas shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City of Las Vegas will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in City of Las Vegas and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for City of Las Vegas. Information contained in our Section 3 Plan reflects the status of the City of Las Vegas employees regarding lower income considerations based on their salary paid by the City of Las Vegas.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The City of Las Vegas herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE City Council of the City
of Las Vegas on this _____ day of _____.

ATTEST:

APPROVED AS TO FOR:

City Clerk

City Attorney

Plan Adoption Date: _____

Adoption Instrument: _____

Certified By: _____ Date _____

Chief Official Name

Official Title

Copy to Local Government Division with attachments

Grantee Name: City of Las Vegas

CDBG Project Number: 21-C-NR-I-01-G-03

RESOLUTION # 23-20 (2023)

**ADOPTION OF REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CERTIFICATIONS AND COMMITMENTS**

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Las Vegas (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation	certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
Fair Housing	certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
Residential Anti-Displacement & Relocation Assistance	certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
Section 3	certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information.
Procurement	certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG projects.

GRANTEE SECTION 3 PLAN CHART

- Chart for Section 3 Plan **MUST** be filled out for job classifications that result from this CDBG funding. If this project will not create jobs, this chart will not be applicable. Attach additional job classifications as necessary.

City of Las Vegas			ANTICIPATED/ACTUAL HIRES		23-20 ²³ HIRING YEAR
PLANNED			ACTUAL		
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income <u>City of Las Vegas</u> Residents	# of Positions Filled	Positions Filled by Lower Income <u>City of Las Vegas</u> Residents	
City of Las Vegas					

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG certifications through the term of the CDBG grant agreement with the Department of Finance and Administration, as amended, if applicable.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the _____ this _____ day of _____, 20____.

SIGNED: _____
_____, Chief Elected Official

ATTEST:

(Name and Title)



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: July 12, 2023

Date Submitted: 06/30/2023

Department: Utilities Division

Item/Topic: Requesting to award Re-Bid #2023-19 Supervisory Control and Data Acquisition (SCADA) to I & C Solutions

Advertised: 5/19/2023; Las Vegas Optic, Albuquerque Journal and City Website
Proposal Opening: 06/7/2023

	Subtotal:	NMGRT:	Total:
Number of Proposers: 2 – I & C Solutions:	\$1,347,136.00	\$111,418.92	\$1,458,554.92
Alpha Southwest:	\$3,678,402.00	\$304,233.27	\$3,982,635.27

Fiscal Impact: Paid for through Drinking Water State Revolving Fund (DWSRF) #5355 Line Item #646-0000-650-8800

Attachments: Engineers Recommendation, Bid Tabulation, Original Re-Bid, Bid Opening Form, Bids Received.

Committee Recommendation: This item will be discussed at the July 11, 2023 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:

Department Director

City Manager

Reviewed By:

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 _____

June 8, 2023

Travis Martinez, Project Manager
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Re: Las Vegas Water Treatment Plant SCADA Integration Re-Bid
Bid Award Recommendation
BHI Project No. 20210452

Dear Mr. Martinez:

Bids were opened for the above-referenced project on Wednesday, June 7 at 2:00 p.m. The Project is to provide a process control system network and new controllers to communicate on an ethernet fiber ring network. Existing controllers will be replaced, and a supervisory control and data acquisition (SCADA) system for local and remote Operator interface to the process controllers and access to historical compliance data will be provided. These new SCADA system and control system upgrades, improvements, and additions will be performed during normal water treatment plant operations with the least amount of impact to the water treatment process as possible.

The project was bid on a lump sum bid and unit price bid schedule. A total of two bids were received before the scheduled Bid Opening. There are only two contractors within this region that have worked for many years at this particular facility for the City of Las Vegas and that is I&C Solutions and Alpha Southwest, both contractors are very familiar with the facility, highly qualified, and understand the expectations of the project intent.

The bids from I&C Solutions, LLC and Alpha Southwest Inc. both contain mathematical errors which had no impact to bid results. The bid documents were to include Resident Contractor Certification and Resident Veteran Contractor Certification. Those contractors that qualify for a discounted preference, by providing the pertinent certification documentation, are indicated in the bid tabulation form attached to this letter. The project award amount would be the total base bid of the project. A tabulation of the bids and the engineer's estimate of probable cost are attached. A summary of the bids received is shown below:

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

Travis Martinez
City of Las Vegas
June 8, 2023
Page 2

Bidder	Base Bid	Bid Alt #1	Bid Alt #2	Bid Alt #3
I&C Solutions, LLC Albuquerque, NM 87114	\$758,559	\$117,000	\$385,377	\$86,200
Alpha Southwest Inc. Albuquerque, NM 87119	\$2,320,494	\$253,141	\$1,023,397	\$81,370
Engineer Estimate	\$970,872	\$221,000	\$442,000	\$68,000

These figures DO NOT include New Mexico Gross Receipts Tax at a rate of 8.2708% and 15% Contingency.

The apparent low bidder is:

I&C Solutions, LLC
4485 Irving Blvd
Albuquerque, NM 87114 505-821-8960

NM Contractor License No. 86064
Expires 10/31/2025

The apparent low bidder's licenses have been verified with Contractors Licensing Services, Inc., are valid for the type of work to be accomplished and are in active status. We have worked with I&C Solutions on previous projects with satisfactory results.

The contract documents require that bidders hold the bid prices for a period of sixty (60) days after the bid opening to allow the owner to evaluate the bid proposals. If project funding allows, I recommend that the City of Las Vegas award the project to I&C Solutions, LLC for the base bid and all alternates in the amount of \$1,347,136 excluding NMGRT.

The City of Las Vegas should take action (in the form of a vote) to accept or revise this recommendation in accordance with the objectives for award of the construction contract contingent upon Clean Water State Revolving Loan Fund by New Mexico. It is my understanding that consideration of the award will take place at the next regular City of Las Vegas Council meeting. Please do not hesitate to contact me if you have any questions or need further assistance with this prior to that time.

Sincerely,



Matthew R. Thompson
Senior Vice President

Enclosure(s)

cc: Andrea Telmo, NMED-CPB



July 6, 2023

Travis Martinez
Project Coordinator
City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701

**Re: Concurrence with Recommendation of Award
City of Las Vegas Water Treatment Plant SCADA Project (DW-5355)**

Dear Mr. Martinez,

The New Mexico Environment Department Construction Programs Bureau (NMED CPB) has reviewed the Recommendation of Award letter dated June 8, 2023 and Bid Tabulation prepared by Bohannon Huston for the referenced project which were received on June 9, 2023. The NMED CPB has also reviewed the apparent low bidder, I&C Solutions LLC, bid submittal and required bid documents.

The NMED CPB concurs with the recommendation to award the construction contract to the apparent lowest responsive and responsible bidder, I&C Solutions LLC, for the total Base Bid and Bid Alternates #1, #2, and #3 amount of \$1,347,136.00 plus NMGR. This letter also serves as a RECOMMENDATION OF APPROVAL to the NMFA.

Please submit the notice of the award, notice of a pre-construction conference, the executed construction contract documents (including payment and performance bonds), and notice to proceed to NMED CPB. Please contact me if you have any questions at (505) 469-2687 or andrea.telmo@state.nm.us.

Sincerely,

**Andrea
Telmo**

Digitally signed by
Andrea Telmo
Date: 2023.07.06
10:32:46 -06'00'

Andrea Telmo, PE
Technical Section Manager, NMED CPB

cc: Benito Lujan, City of Las Vegas
Adrian Allemand, City of Las Vegas
Todd Johansen, Senior Program Administrator, NMFA DWSRF
Matt Thompson, PE, Bohannon Huston
Diana Gomez, Bohannon Huston

CITY OF LAS VEGAS
LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION RE-BID
CLEAN WATER STATE REVOLVING LOAN FUND BY NEW MEXICO
BID OPENING DATE: JUNE 7, 2023

				Engineers Estimate		I&C Solutions, LLC		Alpha Southwest Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid									
1	Mobilization/Demobilization	LS	1	\$ 221,722	\$ 221,722.00	\$ 68,000.00	\$ 68,000.00	\$ 233,738.00	\$ 233,738.00
2	Process Network	LS	1	\$ 143,650	\$ 143,650.00	\$ 150,959.00	\$ 150,959.00	\$ 148,617.00	\$ 148,617.00
3	Internet Service Coordination	LS	1	\$ 2,000	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,493.00	\$ 6,493.00
4	Filter Building: Main Control Panel	LS	1	\$ 178,500	\$ 178,500.00	\$ 260,000.00	\$ 260,000.00	\$ 206,530.00	\$ 206,530.00
5	Filter Building: Filter Local Control Panels	EA	4	\$ 106,250	\$ 425,000.00	\$ 68,900.00	\$ 275,600.00	\$ 431,279.00	\$ 1,725,116.00
Total Base Bid (Items 1-5)				\$	970,872.00	\$	758,559.00	\$	2,320,494.00
Bid Alternate #1									
6	Raw Water Intake Station: CP-400 Integration	LS	1	\$ 8,500.00	\$ 8,500	\$ 12,000.00	\$ 12,000.00	\$ 28,672.00	\$ 28,672.00
7	Raw Water Intake Station: Main Control Panel	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 62,000.00	\$ 62,000.00	\$ 134,959.00	\$ 134,959.00
8	Raw Water Intake Station: Disinfection Control Panel	LS	1	\$ 127,500.00	\$ 127,500.00	\$ 43,000.00	\$ 43,000.00	\$ 89,510.00	\$ 89,510.00
Total Alt #1 (Items 6-8)				\$	221,000.00	\$	117,000.00	\$	253,141.00
Bid Alternate #2									
9	Clear Well Building: Main Control Panel	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 130,300.00	\$ 130,300.00	\$ 186,383.00	\$ 186,383.00
10	Clear Well Building: Disinfection Control Panel	LS	1	\$ 110,500.00	\$ 110,500.00	\$ 90,000.00	\$ 90,000.00	\$ 98,607.00	\$ 98,607.00
11	Clear Well Building: SCADA System	LS	1	\$ 161,500.00	\$ 161,500.00	\$ 165,077.00	\$ 165,077.00	\$ 738,407.00	\$ 738,407.00
Total Bid Alt #2 (Items 9-11)				\$	442,000.00	\$	385,377.00	\$	1,023,397.00
Bid Alternate #3									
12	Pre-Treatment Facility: Remote Telemetry Unit	LS	1	\$ 68,000.00	\$ 68,000.00	\$ 86,200.00	\$ 86,200.00	\$ 81,370.00	\$ 81,370.00
Total Bid Alt #3 (Item 12)				\$	68,000.00	\$	86,200.00	\$	81,370.00
Total Base Bid plus Bid Alternates #1, #2, #3				\$	1,701,872.00	\$	1,347,136.00	\$	3,678,402.00

Resident Contractor Preference (8%)	No	Yes
Veteran Contractor Preference (10%)	No	No
Amount of Preference (Max 10%)	0%	8%
Application of Preference	\$ 1,347,136.00	\$ 3,384,129.84

Matthew R. Thompson, PE

Date

REQUEST FOR RE-BID

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 00 p.m., June 7, 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 LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: Bohannon Huston, Inc. 425 S. Telshor Blvd., Suite C-103 Las Cruces, NM 88011 phone 575-532-8670

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.lasvegashm.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 LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION Opening No. 2023- 19 , 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
Leo J. Maestas, City Manager

Randall D. Van Vleet
New Mexico Local Government Law

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tasha Martinez
Tasha Martinez, Finance Director

Helen Vigil
Helen Vigil, Purchasing Officer

Opening No. 2023- 19

Date Issued: 5/16/2023

Published:	<u>Las Vegas Optic</u>	<u>May 19</u>	<u>2023</u>
	<u>Albuquerque Journal</u>	<u>May 19</u>	<u>2023</u>
	<u>www.lasvegashm.gov</u>	<u>May 19</u>	<u>2023</u>

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 LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION**

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 _____ }

COUNTY OF _____ } ss

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: June 7, 2023; 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 TBD, 2023. 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): RE-BID LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION

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)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, June 14, 2023, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

ALLEN-BRADLEY PROGRAMMABLE CONTROLLER PRODUCTS & SERVICES

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **ALLEN-BRADLEY PROGRAMMABLE CONTROLLER PRODUCTS & SERVICES** Opening No. 2023-21; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Leo J. Maestas By H
Leo J. Maestas, City Manager

Ramon D. Valdez
New Mexico Local Government Law

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tasha Martinez
Tasha Martinez, Finance Director

Heleen Vigil
Heleen Vigil, Purchasing Officer

Opening No. 2023- 21

Date Issued: 5/16/2023

Published: Las Vegas Optic

May 19, 2023

Albuquerque Journal

May 19, 2023

www.lasvegasnm.gov

May 19, 2023

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **ALLEN-BRADLEY PROGRAMMABLE CONTROLLER PRODUCTS & SERVICES** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

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

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal 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 14, 2023; 2:00 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for TBD, 2023. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

COPIES

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states 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. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, 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.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process. The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

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)

REQUEST FOR PROPOSALS FOR ALLEN-BRADLEY PROGRAMMABLE CONTROLLER PRODUCTS AND SERVICES

The City of Las Vegas, New Mexico is requesting proposals for Allen-Bradley programmable controller products and services defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform and provide repair, replacement and installation of Allen-Bradley programmable controller products, maintenance, and services in various City of Las Vegas Facilities on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

1. Address issues with Allen-Bradley PLC, instrumentation equipment and software. Emergencies require response time to request for service within 24 hours through phone and/or remote access support and as required physical response and 48 hours for non-emergencies.
2. Provide SCADA, control and instrumentation installation services including installation of software modules, SCADA software programming and configuration, PLC programming and configuration, and on-site services in support of commissioning any control systems at City facilities.
3. Tasks include maintenance work such as: inspecting, assessing, repairing, set points, replacing or installing of all programmable instruments found in water and waste water applications or other applications as needed.
4. Provide calibration, start-up and maintenance services, and on-going support for control panels, instrumentation, Programmable Logic Controllers (PLCs)/transmitters, custom instrumentation panels including plumbing, valves and wiring.
5. Provide applicable user training for any software or hardware upgrades and replacements. Ensure required user operation and maintenance manuals and supporting documents are updated and provide to the waste water plant manager/supervisor.
6. The contractor will do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all civic, municipal and federal laws and codes pertaining thereto and to the satisfaction of the Owner.
7. Contractor shall provide on-site supervision at all times for all of their work to be performed.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

- 2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and

equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: One original (1) and Five (5) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 1700 North Grand Avenue, Las Vegas, New Mexico 87701 no later than the date and time listed. Sealed proposal envelopes shall be clearly marked

"ALLEN-BRADLEY PROGRAMMABLE CONTROLLER PRODUCTS AND SERVICES" on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity of the City of Las Vegas Utility & Infrastructure Systems** - Offeror's familiarity with the area the project is located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offertory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offertory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the Utilities Department, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.

- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors shall provide one original (1) and five (5) copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System. Respond to this section as Section C of Offeror's proposal.
 - 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 - 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and

individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. Documentation

- i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.

7. Financial (If Applicable)

- i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.

8. Additional Information

- i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.

9. Contractors Bonds (if applicable)

- i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
- f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
- g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do

business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requirements shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the Purchasing Agent's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the Purchasing Agent or the Purchasing Agent's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OF CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - 1. Acceptable
 - 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 - 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).
- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978). Businesses, which have not been selected, shall be notified in writing within twenty-one (21) days after an award is made (§13-1-12 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.

- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within fifteen days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 - 1. State the reasons for the action taken; and
 - 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards
3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).

- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state who chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).
- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.

- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.
- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1 through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.
- b. *Design Professional Registration*: All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.

- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's Agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico 87701, 505.454.1404

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	25	
2. Capacity and Capability	25	
3. Past Record and Performance	15	
4. Familiarity with City	15	
5. Current Volume of Work with the City that is less than 75% complete	10	
6. Resident/ Veterans Preference	10	
Subtotal Proposals for Scope of Services	<u>100</u>	

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 7-Jun-2023

OPENING NO.: 2023-19

TIME: 2:00 PM

DEPARTMENT: WATER TREATMENT PLANT

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

ITEM(S): RE-BID LAS VEGAS WATER TREATMENT
PLANT SCADA INTERGRATION
2ND RE-BID

	RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1	Alpha Southwest Base Bid	1026657.00	✓	✓	✓	✓
	Alternate #1	253141.00				
2	Alternate #2	1023397.00				
	Alternate #3	81370.00				
3	IC Solutions LLC Base Bid	758559.00	✓	✓	✓	✓
	Alternate #1	117000.00				
4	Alternate #2	385077.00				
	Alternate #3	86200.00				
5						
6						

COMPANY REPRESENTATIVE

COMPANY NAME

1	Matt Thompson BHE	Behnam Huster 575-202-6440
2	Nick Casillo 1	IC Solutions 505-313-1008
3	Tia V. Martinez 2	PM CLV
4	CLV Purchasing	
5	CLV INVENTORY	
6		
7		
8		
9		
10		

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

DATE: 6-7-23

OPENED BY: FINANCE DEPARTMENT

DATE: 6-7-2023

COPIES TAKEN BY DEPT:

DATE: 6-7-2023



RECEIVED
APR 19 2023
CITY OF LAS VEGAS
PURCHASING DEPT.
11:10 AM
JLS

As Advertised

CONTRACT DOCUMENTS AND SPECIFICATIONS

for the

LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION

March 3, 2023

Prepared for

CITY OF LAS VEGAS

PROCUREMENT MANAGER:

**Marvin Cordova
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701
Phone: (505) 454 1401**

**BOHANNAN HUSTON, INC. PROJECT NO. 20210452
425 S. TELSHOR BLVD., SUITE C-103
LAS CRUCES, NM 88011
(575) 532-8670**

Bohannon  Huston

**CONTRACT DOCUMENTS
FOR LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION**

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ENGINEER OF RECORD:

Bohannon Huston, Inc
425 S. Telshor Blvd., Ste C103
Las Cruces, NM 88011
(575) 532-8670

The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer, licensed to practice in the State of New Mexico, is affixed below.



Matthew R. Thompson, P.E.
Engineer of Record

License No. 13868

Approved by Owner:



City of Las Vegas

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing.

ADVERTISEMENT FOR BIDS
CITY OF LAS VEGAS
LAS VEGAS, NM
LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION

General Notice

City of Las Vegas (Owner) is requesting Bids for the construction of the following Project:

**LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION
20210452**

Sealed Bids for the construction of the Project will be received at City Hall located at 1700 N Grand Ave, Las Vegas, NM 87701, until April 12, 2023 at 2:00pm local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

The intent of these control system upgrades, improvements, and additions is to provide a process control system network and new controllers to communicate on an ethernet fiber ring network. Existing controllers will be replaced, and a supervisory control and data acquisition (SCADA) system for local and remote Operator interface to the process controllers and access to historical compliance data will be provided. These new SCADA system and control system upgrades, improvements, and additions will be performed during normal water treatment plant operations with the least amount of impact to the water treatment process as possible.

Construction Industries Division (CID) Project Classification Determination

Work to be completed	License Classification
----------------------	------------------------

Prime Contractor (All)	EE-98
------------------------	-------

Electrical Subcontractors (All)	EE-98, GF-9, GF-98 or ES-7
---------------------------------	----------------------------

Bids are requested for the following Contract: Las Vegas Water Treatment Plant SCADA Integration

Owner anticipates that the Project's total base bid price will be approximately \$2,100,039.00 The Project has an expected duration of 456 days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://bhitracker.bhinc.com>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of \$100.00 for each set. Bidders who return full sets of the Bidding Documents in good condition (suitable for re-use) within 30 days after receipt of Bids will receive a full refund. Non-Bidders, and Bidders who obtain more than one set of the Bidding Documents, will

receive a refund of \$50.00 for documents returned in good condition within the time limit indicated above. Checks for Bidding Documents shall be payable to "City of Las Vegas" Upon request and receipt of the document deposit indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The shipping charge amount will depend on the shipping method selected by the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

For bidding forms, and Contract Documents, including plans, specifications, and other documents to be used in connection with the submission of bids, prospective Bidders are invited to register under the "BHITracker[®]" web portal link located at www.bhinc.com to obtain access to the "Bids" section for distribution of bid documents electronically. Select the pertinent project as listed on the projects list. Register new company account by providing the following contact information: Company name, contact name, company role, telephone number and email address. The Bidder shall receive a notification email once the bidder has been registered with the site. Each registered bidder will be able to re-access the site from www.bhinc.com and selecting the "BHITracker[®]/Bids" icon which will direct the Bidder to the BHITracker[®] bid document distribution site. The Bidder shall have a specific username and password in order to gain access to the "LAS VEGAS WATER TREATMENT PLANT SCADA INTERGRATION" project. If you do not or cannot access the site, please notify us as soon as possible. The following shall be performed through the BHITracker[®] site.

1. DOWNLOAD THE BIDDING DOCUMENTS FROM THE BHITRACKER[®] SITE:
The bidding documents are available during the bidding phase from the CONTRACT DOCUMENTS tab under the BIDDING DOCUMENTS subsection. When issued, addenda will be available from the ADDENDA SECTION.
2. PLEASE SUBMIT ALL QUESTIONS THROUGH THE BHITRACKER[®] SITE:
To submit a question, go to the BIDDING tab and click on SUBMIT QUESTION. This will direct you to a form to enter the question, when complete click SUBMIT and the question will be sent to BHI for review. Responses to questions will be included in the Addenda section (under the CONTRACT DOCUMENTS tab) and bidders will be notified via email when this information is available.
3. The bidders list is provided in the BIDDERS LIST tab.

Pre-bid Conference

A mandatory pre-bid conference for the Project will be held on **March 22, 2023** at **2:00pm** at the Project Location located at **381 New Mexico 65 Highway, Las Vegas, NM, 87701**. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross cutter requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to all applicable federal regulations including the Davis Bacon Act requirements.

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.

To ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance, all Bidders shall make the six good faith efforts as outlined by EPA at https://www.epa.gov/sites/production/files/2013-09/documents/six_good_faith_efforts.pdf. The bidder must make a good faith effort to solicit and hire Disadvantaged Business subcontractors and suppliers to meet the goals outlined in EPA XP-215. A good faith effort requires that the Contractor: 1) Complete the affirmative steps outlined in XP-215, 2) Submit XP-215 with the bid proposal, 3) Submit with the bid proposal proof that affirmative steps have been taken and this should include copies of advertisements and letters of solicitation. A Bid Proposal that omits XP-215 or does not support that a good faith effort was made will be considered non-responsive and the Bid Proposal rejected.

This Advertisement is issued by:

Owner: City of Las Vegas

By: Marvin Cordova

Title: Project Management Division

Date: March 10, 2023

Michelle Lujan Grisham
Governor

Clay Bailey
Director

Linda M Trujillo
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **ALPHA SOUTHWEST INC**
PERMANENT LICENSE #13139

Located at: **PO BOX 9263, ALBUQUERQUE, NM 87119**

Has complied with all the requirements of the law and is hereby licensed as a contractor to operate under the classification(s) of:

EE98, EL01, GB98, GF03, GS29

And to permit or contract projects singly in New Mexico of a dollar amount up to:

UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on

04/18/1977

Clay Bailey

Signature of Contractor

Clay Bailey
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: ALPHA SOUTHWEST, INC.

DBA: ALPHA SOUTHWEST, INC.
PO BOX 9263
ALBUQUERQUE, NM 87119-9263

Expires: **16-Sep-2024**

Certificate Number:

L1368874416

A handwritten signature in black ink, appearing to read 'Stephanie Schardin Clarke', is written over a horizontal line.

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

NOTE: In compliance with Section 13-1-108 NMSA of the Procurement Code: Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable gross receipts tax (NMGR) or applicable local option tax, but the contracting agency shall be required to pay the applicable tax included any increase in the applicable tax becoming effective after the date the contract is entered into.

If the lowest responsive Combined Bid (Base Bid Plus Additive Alternates) is within the available budgeted project funds then the Basis of Award will be the Combined Bid. If the lowest combined bid exceeds the budgeted project funds, the Basis of Award will be on the lowest responsive Base Bid plus additive alternates as project funds are available at the time of award. Additive alternates will be awarded according to Instruction to Bidders Section 14.02.B.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within 396 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 456 calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
# 1	11 APR 23



BIDDER hereby submits this Bid as set forth above:

Bidder:

ALPHA South West Inc.
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Name:

DAVID M. YATES
(typed or printed)

Title:

Vice President
(typed or printed)

Date:

11 APR 23
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]
(individual's signature)

Name:

Meghan L. Sanchez
(typed or printed)

Title:

Contract Administrator
(typed or printed)

Date:

April 11, 2023
(typed or printed)

Address for giving notices:

PO Box 9263
ALBUQUERQUE NM 87119

Bidder's Contact:

Name:

DAVID M. YATES
(typed or printed)

Title:

Vice President
(typed or printed)

Phone:

505-877-0287

Email:

DAVE@ALPHA SW.COM

Address:

205 ROSSMOOR RD SW
ALBUQUERQUE NM 87031

Bidder's Contractor License No.: (if applicable)

NM Workforce Solutions Registration (if applicable)

13139-GB98-EE98-EL01

NM Veterans Preference (if applicable)

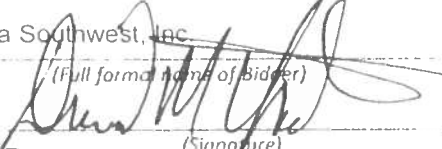

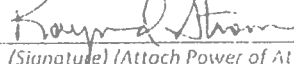

NM WORKFORCE #

002328120110926

EJCDC® C-410, Bid Form for Construction Contract.

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BID BOND (PENAL SUM FORM)

Bidder Name: Alpha Southwest, Inc. Address (principal place of business): PO Box 9263 Albuquerque, NM 87119	Surety Name: Western Surety Company Address (principal place of business): 151 N. Franklin St Chicago, IL 60606
Owner Name: City of Las Vegas Address (principal place of business): 1700 North Grand Avenue Las Vegas, NM 87701	Bid Project (name and location): Las Vegas Water Treatment Plant SCADA Integration, Las Vegas, NM April 12, 2023 Bid Due Date: [Enter date bid is due]
Bond Penal Sum: 5% of Amount Bid Date of Bond: April 11, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Alpha Southwest, Inc. (Full formal name of Bidder) By:  (Signature) Name: <u>DAVID M. YATES</u> (Printed or typed) Title: <u>Vice President</u> Attest:  (Signature) Name: <u>Bernadette Dominguez</u> (Printed or typed) Title: <u>Accounting Manager</u>	Surety Western Surety Company (Full formal name of Surety) (Corporate seal) By:  (Signature) (Attach Power of Attorney) Name: <u>Raymond Strom</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Andrea Cordova</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Tom L Cress, Rob L Jones, Melissa Coe Thompson, Bruce V Foster, Raymond Strom,
Individually**

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of July, 2021



WESTERN SURETY COMPANY

Paul T. Bruffat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 1st day of July, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of April, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Western Surety Company		
Surety is a corporation organized and existing under the laws of the state of:	SD		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	151 N. Franklin St. Chicago, IL 60606		
Physical Address (principal place of business):			
Phone (main):	312-822-5000	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Are providers licensed or authorized to issue policies in the Project location?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	
Physical Address (principal place of business):	
Phone (main):	Phone (claims):



ALPHSOU-01

THUELSKAMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2023

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 Cress Insurance Consultants, Inc. 6101 Moon Street NE Suite 1000 Albuquerque, NM 87111	CONTACT NAME: Tonya Huelskamp PHONE (A/C, No, Ext): (505) 822-8114 E-MAIL ADDRESS: thuelskamp@cressinsurance.com FAX (A/C, No): (505) 822-0341
INSURED Alpha Southwest, Inc. P O Box 9263 Albuquerque, NM 87119	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: Continental Insurance Co INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:
	NAIC # 20508 35289 20443

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: WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	5093812966	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPORAGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY LEASED AUTOS ONLY NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BUA 6081446186	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input type="checkbox"/>	CUE 5093778091	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WC 5 93848947	10/1/2022	10/1/2023	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		C 6081487496	10/1/2022	10/1/2023	Lease/Rented 400,000
C	Installation / Build		C 6081487496	10/1/2022	10/1/2023	Install/Bldrs Risk 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional E&O with Pollution, \$3,000,000 Per Occurrence and Aggregate Limit, Policy No. 6018485129 with Columbia Casualty Company, Policy Term is 6.2.2022 to 6.2.2023.

Project: Las Vegas Water Treatment Plant SCADA Integration, Las Vegas, NM, project #20210452. City of Las Vegas, Bohannon Huston, Inc., and their respective officers, directors, members, partners, employees and consultants are additional insured under general and auto liability as required by written contract. Coverage is primary and non-contributory. Blanket waiver of subrogation applies to General and Auto Liability and Workers Compensation as required by written contract. Umbrella is follow form of general and auto liability and workers compensation. 30 day notice of cancellation except for non pay which is 10 day.

CERTIFICATE HOLDER

CANCELLATION

City of Las Vegas Attn: Martin Cordova 1700 North Grand Avenue Las Vegas, NM 87701	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
---	---

SUBCONTRACTORS LISTING AND WSD (DOL) REGISTRATION

Project: Las Vegas Water Treatment Plant SCADA Integration Project No. 20210452

1.0 SUBCONTRACTORS LISTING FOR COMPLIANCE WITH THE SUBCONTRACTORS FAIR PRACTICES ACT AND WSD (DOL) REGISTRATION

1.1 To be fully executed and included with Bid as a condition of the Bid pursuant to §13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractors Fair Practices Act.

1.2 Pursuant to §13-4-34 NMSA 1978 all Subcontractors providing services valued at \$6,549.25 or more (listing threshold) for this project shall be listed below.

1.3 See §13-4-36 NMSA 1978 for rules regarding changes in this list after bidding.

1.4 Pursuant to §13-4-13.1 NMSA 1978 any contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor (DOL)). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the WSD.

Trade (list by trade)	Firm Name and Address	Workforce Solutions Dept, Registration No.	Dollar Value
-----------------------	-----------------------	--	--------------

General Contractor

WSD Registration No. _____

Homerun Renovations, LLC
26 Romero Rd.
Los Lunas, NM 87031

Mechanical

WSD Registration No. 0066720050706

Mechanical Concepts
216 Claremont Ave. NW
Albuquerque, NM 87107

WSD Registration No. _____

WSD Registration No. _____

QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business: ALPHA Southwest Inc.			
Corporate Office			
Name: DAVID YATES		Phone number: 505-877-0287	
Title:		Email address: DAVE@ALPHASW.COM	
Business address of corporate office:		205 ROSSMOOR RD SW ALBUQUERQUE NM 87105	
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1964	State in which Business was formed:	NM
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	RICHARD YATES	Title:	PRESIDENT
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ U/L
Name:	DAVID YATES	Title:	Vice President
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ U/L
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	RESIDENT CONTRACTOR CERTIFICATE		
Licensing Agency:	STATE OF NM		
License No:	L1368874414	Expiration Date:	16 SEP 2024
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:
- B. Bidder acknowledges that:
- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum)

Item No.	Description	Unit	Qty	Unit Cost	Extension
Base Bid Items:					
Mobilization/Demobilization:					
1	Mobilization / Demobilization	1	LS	\$262,922.00	\$262,922.00
2	Process Network	1	LS	\$167,173.00	\$167,173.00
3	Internet Service Coordination	1	LS	\$ 7,304.00	\$ 7,304.00
4	Filter Building: Main Control Panel	1	LS	\$232,317.00	\$232,317.00
5	Filter Building: Filter Local Control Panels	4	EA	\$121,282.00	\$485,128.00
Total Base Bid				\$1,154,844.00	
Bid Alternate #1:					
6	Raw Water Intake Station: CP-400 Integration	1	LS	\$ 32,252.00	\$ 32,252.00
7	Raw Water Intake Station: Main Control Panel	1	LS	\$151,810.00	\$151,810.00
8	Raw Water Intake Station: Disinfection Control Panel	1	LS	\$100,686.00	\$100,686.00
Total Bid Alternate #1				\$284,758.00	
Bid Alternate #2:					
9	Clear Well Building: Main Control Panel	1	LS	\$209,655.00	\$209,655.00
10	Clear Well Building: Disinfection Control Panel	1	LS	\$110,919.00	\$110,919.00
11	Clear Well Building: SCADA System	1	LS	\$830,604.00	\$830,604.00
Total Bid Alternate #2				\$1,151,178.00	
Bid Alternate #3:					
12	Pre-Treatment Facility: Remote Telemetry Unit	1	LS	\$ 91,530.00	\$91,530.00
Total Bid Alternate #3				\$91,530.00	
Total Base Bid plus Bid Alternates #1, #2, #3				\$2,682,310.00	

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4-SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer: I Joseph Villarreal		
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Ives Certified Trainer	Ives Training Group	07/22/2025
OSHA 30 Hour	OSHA	Does Not Expire

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	1.14	9.43	84,815	1.26	10	79,911	1.38	2.6	76,554

ARTICLE 5-FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets+ Current Liabilities)		1.99	
Contractor's Quick Ratio ((Cash and Cash Equivalents+ Accounts Receivable+ Short Term Investments)+ Current Liabilities)		1.32	

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	43
Estimate of revenue for the current year:	\$5,494,873 / 5 months
Estimate of revenue for the previous year:	\$14,526,816

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	25+		
As a general contractor:	<input checked="" type="checkbox"/>	As a joint venturer:	<input type="checkbox"/>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

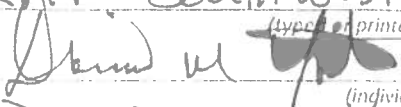
8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS


9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

This Statement of Qualifications is offered by:

Business: ALPHA Southwest Inc.
(typed or printed name of organization)
By: 
(individual's signature)
Name: DAVID M. YATES
(typed or printed)
Title: Vice President
(typed or printed)
Date: 11 APR 23
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)
Name: Meghan L. Sanchez
(typed or printed)
Title: April 11, 2023
(typed or printed)

Address for giving notices:

PO Box 9263
ALBUQUERQUE NM 87119

Designated Representative:

Name: DAVID M. YATES
(typed or printed)
Title: Vice President
(typed or printed)
Address: 205 ROSSMOOR RD SW
ALBUQUERQUE NM 87105
Phone: 505-877-0287
Email: DME@ALPHA-SW.COM

Schedule A—Current Projects

Name of Organization	ABCWUA			
Project Owner	ABCWUA		Project Name	Corrales Well #
General Description of Project	Convert Well from Natural Gas to Electric			
Project Cost	\$ 1,219,960.93		Date Project	May 2022 — Present
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Richard Durbin	Jason Durbin	Richard Durbin	Richard Durbin
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Genman	Lead Engineer	ABCWUA	505-270-7434
Designer	Molzen Corbin	Rob Hanks EE	Molzen Corbin	505-385-8867
Construction Manager	Rachell Larson	Project Engineer	ABCWUA	505-861-9664
				Email
				gandrude@abcwua.org
				r.hanks@molzencorbin.co.
				rlarson@abcwua.org
Project Owner	ABCWUA		Project Name	Corrales Well 5
General Description of Project	Convert Well from Natural Gas to Electric			
Project Cost	\$ 1,305,159.68		Date Project	May 2022 — Present
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Richard Durbin	Jason Durbin	Richard Durbin	Richard Durbin
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Genman Andrade	Lead Engineer	ABCWUA	505-270-7434
Designer	Rob Hanks	Electrical Engineer	Molzen Corbin	505-385-8867
Construction Manager	Rachelle Larson	Project Engineer	ABCWUA	505-861-9664
				Email
				gandrude@abcwua.org
				r.hanks@molzencorbin.com
				rlarson@abcwua.org
Project Owner	City of Raton		Project Name	SCADA Upgrade Raw Water
General Description of Project	Upgrade Power, Controls and SCADA for Raw Water Delivery			
Project Cost	\$ 985,000.00		Date Project	March to Present
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Richard Durbin	Jason Durbin	Richard Durbin	Richard Durbin
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Terry Sykes	Water Superintendent	City of Raton	575-447-2229
Designer	Tesco / Alphsco			
Construction Manager	Richard Durbin	Electrical Director	Alphsco	505-259-0561
				Email
				Tsykes@CityofRaton.com
				richard@alphsco.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	City of Hobbs				
Project Owner	City of Hobbs		Project Name		
General Description of Project	Complete SCADA for Hobbs Water System				
Project Cost	\$ 3,200,000.00		Date Project 2018 - 2021		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Richard Durbin	Jason Durbin	Richard Durbin	Richard Durbin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Peter Zacharias	Electrician Hobbs	City of Hobbs	575-318-3748	pzacharias@hobbsnm.org
Designer	Mike Prosser	Tesco Controls Engineer		916-395-8800	
Construction Manager	Richard Durbin	Elec Dir Manager	Alpha Southwest	505-259-0561	richard@alphasw.com

Project Owner	City of Roswell		Project Name Conversion of Wells + Boosters to VFD control		
General Description of Project	Convert Wells + Boosters to VFD's + upgrade Electrical Power + Controls				
Project Cost	\$ 5,000,000.00		Date Project 2017 - Present		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Richard Durbin	Jason Durbin	Richard Durbin	Richard Durbin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Lorenzo Sanchez	Water Super	City of Roswell	575-629-9509	L.sanchez@roswell-nm.gov
Designer	Richard Durbin	Electrical Manager	Alpha Southwest	505-259-0561	richard@alphasw.com
Construction Manager	Il	Il	Il	Il	Il

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual	Richard Durbin		
Years of experience as project manager	48 years		
Years of experience with this organization	28 years		
Number of similar projects as project manager	10 +		
Number of similar projects in other positions	10 +		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Corrales Well #4 & Well #5	75%	May, 2023	
Baton	100%	Nov., 2023	
Hobbs	100%	April, 2023	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jeremy Anderson	Name	Peter Zacharias
Title/Position	Engineer	Title/Position	Elec. Superintendent
Organization	ABCWWA	Organization	City of Hobbs
Telephone	505-975-6442	Telephone	(M) 575-318-3748
Email		Email	pzacharias@hobbsnm.org
Project	Corrales #4 & #5	Project	Hobbs
Candidate's role on project	Engineer	Candidate's role on project	Electrical Superintendent
Project Superintendent			
Name of individual	Jason Durbin		
Years of experience as project superintendent	10 years		
Years of experience with this organization	15 years		
Number of similar projects as project superintendent	10 +		
Number of similar projects in other positions	10 +		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Corrales Well #4 & Well #5	75%	May, 2023	
Baton	100%	Nov., 2023	
Hobbs	100%	April, 2023	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jeremy Anderson	Name	Peter Zacharias
Title/Position	Engineer	Title/Position	Elec. Superintendent
Organization	ABCWWA	Organization	City of Hobbs
Telephone	505-975-6442	Telephone	(M) 575-318-3748
Email		Email	pzacharias@hobbsnm.org
Project	Corrales #4 & #5	Project	Hobbs
Candidate's role on project	Engineer	Candidate's role on project	Electrical Superintendent

Safety Manager			
Name of individual		Charles Foerster, PMP	
Years of experience as project manager		20+	
Years of experience with this organization		21	
Number of similar projects as project manager		200+	
Number of similar projects in other positions		200+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
City of Palo Alto Annual EMASS Services		5	12/2025
Byron Bethany Irrigation District (BBID) EMASS Service Contract		5	06/2023
Lake County Special Districts 2022-2023 EMASS Services		5	06/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jason Hoffman	Name	Terrance Pioro
Title/Position	Water Operations Supervisor	Title/Position	WWTF Chief Plant Operator
Organization	City of Dixon	Organization	City of Yuba City
Telephone	707-366-5294	Telephone	530-822-4759
Email	jhoffman@ci.dixon.ca.us	Email	tpioro@yubacity.net
Project	City of Dixon Water Systems EMASS Service	Project	City of Yuba City Water and Wastewater EMASS Service
Candidate's role on project	Project/Safety Manager	Candidate's role on project	Project/Safety Manager
Quality Control Manager			
Name of individual		Doug Bloom, PE	
Years of experience as project superintendent		29	
Years of experience with this organization		13	
Number of similar projects as project superintendent		200+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SFPUC Southeast Plant SEP 012 HVAC Replacement & PLC Migration		5	06/2023
City of Atwater Well 20A TCP Mitigation		5	02/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Daniel Brown	Name	James Magsombol
Title/Position	Controls Program Engineer	Title/Position	
Organization	Strategic Mechanical, Inc.	Organization	U.S. Electric Technologies, Inc.
Telephone	559-291-1952	Telephone	415-553-4037
Email	dbrown@strategicmech.com	Email	james@uselectriconline.com
Project	City of Atwater Well 20A TCP Mitigation	Project	SFPUC Southeast Plant SEP 012 HVAC Replacement & PLC Migration
Candidate's role on project	QC/Project Engineer	Candidate's role on project	QC/Project Engineer



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CITY OF LAS VEGAS
PURCHASING DEPT.

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June 7, 2023

City of Las Vegas

Water Treatment Plant SCADA Integration Re-Bid

1

I&C Solutions
Written Proposal

2

Article 3
Basis of Bid Forms

3

Bid Bond Forms

4

Qualification
Statement forms

5

Federal
Forms

6

Certificate of
Insurance

7

I&C Solutions
Financial Statements

8

I&C Solutions
Key Personnel
Resumes

9

10



4485 Irving NW
Albuquerque, NM 87114
P 505.821.8960
F 505.821.8970
preston@ics-abqnm.net

June 6, 2023

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

Subject: Instrumentation and Controls System Integration Scope
Reference: Las Vegas Water Treatment Plant SCADA Integration

To whom it may concern:

I&C SOLUTIONS appreciates the opportunity to provide the following proposal for Instrumentation, PLC Control Panels, programming of new PLC and SCADA control systems, Fiber optic systems, functional testing and start up assistance of all equipment provided by I&C Solutions and associated with the Las Vegas Water Treatment Plant SCADA project.

Please contact me if you have any questions or comments concerning this proposal. We are eager to work with the City of Las Vegas on this project.

Respectfully Submitted,

Nick Castillo

Nick Castillo
Phone: 505-821-8960
Cell: 505-313-1008
Fax: 505-821-8970
nick@ics-abqnm.net

1. EXECUTIVE SUMMARY

Under this proposal I&C SOLUTIONS will provide all labor and materials required to construct control panels, provide instrumentation and controls devices, control wire terminations, control wire labeling, control wire testing, fiber optic networks, PLC and SCADA programming and start-up services for the Las Vegas Water Treatment Plant SCADA Integration project.

2. BASIS OF PROPOSAL

I&C SOLUTIONS has prepared this quotation from information received from the project work site, this includes, drawings and technical specifications.

The proposal is based on the following documentation.

- Drawings/Specs. dated 3/03/23
- Addendums- N/A

I&C SOLUTIONS has assembled this scope of work based our understanding of the project objectives, the tasks and materials required to accomplish such objectives, and the responsibilities expected of I&C SOLUTIONS for this scope of work. I&C SOLUTIONS is open to discussions regarding modification to the scope and/or I&C SOLUTIONS's responsibilities, followed by a revised proposal if requested.

3. GENERAL SCOPE OF WORK

The following sections describe the work I&C SOLUTIONS will perform on this project. They will describe for the City of Las Vegas the project deliverables and services they should expect to receive. I&C SOLUTIONS uses this approach to ensure projects are performed in a manner that satisfies the key project performance indicators of scope, schedule and budget.

3.1.1. Project Deliverable:

SCOPE HERE

➤ **Base Bid:**

New Control Panels: CP-600, FCP-610, FCP620, FCP-630, FCP-640

Work station furniture

Instruments: N/A

Fiber Optics network from filter building to Raw Water Intake and Clearwell Bldgs.

Alternate #1:

- Re-furbish/Modify existing CP-100 Panel
- Provide new CP-200(HCL Control Panel)
- Demolish existing HCL Control Panel
- Integrate exiting CP-400 Panel into SCADA system.

Alternate #2:

- Provide two new panels, i.e. CP-700 & CP-800
- Demolish existing CP800 panel and existing HCL panel.
- Servers(3ea.), NAS, NIS, PC's(2 ea.), etc. & wall monitor
- Split System HVAC Unit

Alternate #3:

- Provide and install CP-500
- Fiber Optics to Pre-Treatment Facility and integrate into SCADA system.

Installation Details

- Include all labor and ICS supplied materials to construct control panels.
- Include all labor and materials to demolish existing control panels and install new PLC control panels and reconnect all existing I/O.
- I&C Solutions to provide all labor and materials to label and terminate all control wiring and perform point to point testing with system owner.

3.1.2. Control System (PLC) Development

I&C Solutions to perform all PLC programming on new PLCs, and perform system start-up support

3.1.3. Human Machine Interface (HMI/SCADA) Development

I&C Solutions to perform all HMI/SCADA programming on New SCADA system, and perform system start-up support.

3.2. Documentation, Testing and Training

I&C SOLUTIONS's extensive project execution experience provides a unique capability for providing services associated with documented testing and training as follows.

- Over The Shoulder (OTS)
- Operator, administrator, and maintenance manuals
- Training manuals/records

I&C SOLUTIONS will provide documentation, testing to ensure proper preparation, installation, start-up, and operation of the systems. The following sections detail the tools that I&C SOLUTIONS will develop and utilize in the documentation, testing and training phase of this project.

3.3. Deployment

I&C SOLUTIONS's experience with numerous system platforms, processes, and facilities provides extensive capabilities for performing deployment services as follows.

- Field and construction management
- Construction and installation
- Installation verification
- System start-up
- Production coverage

I&C SOLUTIONS will provide management services to support preparation, installation, start-up, and operation of the control system. The following sections detail the services that I&C SOLUTIONS will provide during the deployment phase of this project.

3.3.1. Field Management

As required, I&C SOLUTIONS will work in conjunction with the City of Las Vegas personnel to ensure installation readiness, to supervise the installation of the system, and to provide status of the installation effort. Coordination with construction, installation, and shutdown activities will be performed as well as responding to questions regarding installation details and clarification of I&C SOLUTIONS-provided documentation, as required.

3.3.2. Installation Verification

I&C SOLUTIONS will work in conjunction with (Company Name) personnel to verify the proper termination, functionality, and control of all associated system devices. This includes the following activities.

- Point-to-point verification of all communications and field device wiring
- Verification of communications between associated system-level devices
- Verification of field device functionality
- Verification of appropriate field device calibration

3.3.3. System Start-up

I&C SOLUTIONS will work in conjunction with the City of Las Vegas Water Treatment personnel and engineer of record to initiate and monitor operation of the I&C SOLUTIONS-provided system. This includes implementation of the following system functions.

CLARIFICATIONS & EXCEPTIONS

To ensure proper understanding of I&C SOLUTIONS's responsibilities and requirements in regards to the scope of work included within this proposal, certain project clarifications and exceptions are further defined as follows.

4.1. Clarifications

- I&C SOLUTIONS expects to complete this project in a timely fashion. Any element, product, other contractors, or reason beyond our direct control that impacts our ability to execute in a timely fashion shall excuse I&C SOLUTIONS from being assessed any claims for the length we are delayed. Further, if work is caused to be interrupted by or for the convenience of the Client or cannot be performed according to the agreed project schedule, there will be separate charges for multiple trips and rescheduling of I&C SOLUTIONS personnel.
- Project activities and deliverables included within this scope of work are based on the quantities stated within this proposal. An increase or decrease in the actual quantities required during the execution of the project may result in a pricing adjustment.
- I&C Solutions will not be responsible for repair or replacement of existing instrumentation or electrical components to be re-commissioned unless authorized by the City of Las Vegas to perform the change in scope and I&C Solutions receives written authorization from the construction management team.

4.2. Customer Requirements, Roles, & Responsibilities

- Assignment of a customer contact person for all information requests as well as the approval and signoff of all reports and functionality for the proposed automation system.

- The engineering firm of record and City of Las Vegas will provide all documentation necessary for I&C SOLUTIONS to implement the scope of work defined in this proposal. This documentation includes information on existing systems and equipment provided in other phases of the project that I&C SOLUTIONS must modify or interface to in the subject project. This information shall be received within one week after execution of a subcontract. I&C SOLUTIONS will review the information needs in the project kickoff meeting to ascertain that all parties agree that all required information has been supplied to I&C SOLUTIONS.

4.3. General Exclusions and Exceptions

- Professional Engineer stamping of drawings and documentation.
- I&C SOLUTIONS takes exception to any pass-down conditions related to a contractor's agreement with the end-customer.
- I&C SOLUTIONS personnel will provide all services for this project unless otherwise noted in this proposal. I&C SOLUTIONS personnel are trained and experienced in providing all services required for this scope of work and manufacturers' representatives will not be provided unless otherwise noted in this proposal. I&C Solutions will utilize Elite Communications & Construction for the installation of the required fiber optics ring.
- Construction, modifications or additions to field equipment, wiring and/or tagging beyond the defined scope in this proposal.
- I&C Solutions takes exception to the ISP portion of scope, i.e. 40.66.10 section 3.06 A,B and C. We can help with the coordination of the work but the costs and contracting of that work must be handled by the owner of the property, i.e. the City of Las Vegas.
- I&C Solutions is not including a hand held calibrator, i.e. 40.90.10 section 1.06. All devices are existing on-site. We don't feel adding the cost of one of these devices to the project is beneficial especially not knowing the specifics of the existing devices and their compatibility to a new hand held calibrator.
- I&C Solutions requires that the City of Las Vegas Water Treatment Facility or local utility authority to accurately mark all underground utilities on the project site. I&C Solutions and Elite Communications will not be liable to repair damaged lines or to render medical treatment in the event of injury to an I&C Solutions or Elite Communications employee due to contact of unmarked or inaccurately marked existing utilities. This shall be the sole responsibility of the property owner/manager.

COMMERCIAL

4.4. Pricing

4.4.1. As Proposed

I&C SOLUTIONS will provide the scope of installation, programming and start-up as detailed in this proposal. The total project cost is as follows:

Fixed Price Full scope	
I&C Full Scope of work cost	

Total Project Cost	See attached bid breakdown sheet.
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4.4.2. Additional Charges (As Required)

I&C SOLUTIONS has created this proposal with the intent of providing the services and materials that are essential in accomplishing the City of Las Vegas' objectives. However, additional services or equipment not specified within this scope of work are available and may be provided at additional cost, if requested. Additions to the project may be performed on a time and materials basis or through the initiation of approved change orders.

4.4.2.1. Services

Additional services will be provided according to I&C SOLUTIONS's standard rate structure at the time the services are requested. Details regarding the Current rates are available upon request.

4.4.2.2. Materials

Materials procured and transferred to the City of Las Vegas in excess of those included within the scope of this proposal will be charged at cost plus 15%. Associated tax and shipping expenses will be charged per the project terms and conditions.

4.5. Payment Milestones

I&C SOLUTIONS proposes the following payment schedule. Contract will be invoiced according to construction progress against the Schedule of Values.

If the City of Las Vegas or any General Contractors or third party contractors cause delays or extends the project duration, I&C SOLUTIONS reserves the right to modify the invoice milestones.

4.6. Purchase Orders

If accepted, a purchase order for this project should be faxed and mailed to the following address.

I&C SOLUTIONS
Attention: Gil Martinez
Reference: # JOB 23-054
4485 Irving NW
Albuquerque, New Mexico 87114
505-821-8970 (fax)

4.7. Insurance

Though never anticipating the need to make use of its protection, I&C SOLUTIONS provides its customers the additional peace of mind and reassurance that the project will be successfully completed by being well covered by highly rated

insurance carriers. A copy of I&C SOLUTIONS's certificate of liability insurance will be issued before commencing work activities.

4.8. Terms & Conditions

This proposal is valid for 60 days from the date of the proposal unless otherwise stated.

Standard I&C SOLUTIONS terms and conditions per attached or sent with this proposal are hereby incorporated as an integral part of this proposal.

TERMS & CONDITIONS OF SALE

The sale of any service and incidental products ordered by The City of Las Vegas (herein called "Client") is subject to the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Client's purchase order or similar communication are objected to and will not be binding upon I&C SOLUTIONS (herein called "SELLER") unless specifically assented to in writing by SELLER's authorized representative. Authorization by the Client, whether written or oral, to accept services and incidental products will constitute acceptance of these terms and conditions.

AGREEMENT FOR PROFESSIONAL SERVICES:

SELLER hereby agrees to provide professional services to the Client through personnel supplied by SELLER. Client shall pay SELLER for services provided by SELLER personnel at their Straight Time Rate and/or Overtime Rate, as applicable.

STRAIGHT TIME:

Straight Time is defined as time worked during normal working hours, up to 10 hours per day, Monday through Thursday (except holidays).

OVERTIME:

Time worked outside of normal working hours or in excess of 40 hours per week plus any hours worked on Friday, Saturday, Sunday or SELLER holidays will be billed to the Client at 1.4 times the Straight Time Rate.

TRAVEL/LIVING EXPENSES:

Included in proposal cost

PAYMENT TERMS:

Unless otherwise agreed in writing, invoicing will be done bi-weekly and invoices shall be due 30 days from the date thereof. Delinquent amounts shall be subject to a service fee of 1.5% per month or fraction thereof. Delivery of products will be made F.O.B. at the point of shipment to the Client. Title to products supplied to Client shall pass to the Client when the products are placed in the hands of a carrier at the point of shipment. Title for services shall pass on a pro rata basis as services are performed. It is expressly understood and agreed, however, that the passage of title shall not be construed by SELLER as a release from SELLER's responsibility to fully carry out its obligations under the contract. Products held for Client shall be at the risk and expense of Client.

TAXES/SHIPPING CHARGES:

Prices quoted do not include applicable sales, use, excise or similar taxes, which SELLER may be required to collect. Any applicable taxes which are not collected by SELLER from the Client shall be paid by the Client directly to the appropriate taxing authority. SELLER shall determine the best method of shipment, prepay shipping charges and invoice Client at cost. SELLER shall in no event be liable to Client for delays in delivery of products to Client.

THIRD PARTY PRODUCTS:

SELLER shall pass through to the Client the manufacturer's standard purchase warranty for any hardware or software purchased from third party suppliers. Any extended warranties, which are available from the manufacturer, shall be passed on to the Client at cost. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, GIVEN BY SELLER WITH RESPECT TO ANY ITEMS PURCHASED PURSUANT TO THIS AGREEMENT.**

SAFETY EQUIPMENT:

SELLER will provide its personnel with hard hats and safety glasses. Any additional safety equipment, which is required for the work but not furnished by the Client, shall be provided by SELLER and invoiced to the Client at cost.

NON-SOLICITATION:

During the period of this Agreement and for a period of one (1) year after the completion of services hereunder, the Client shall not hire or accept the services of any SELLER personnel (other than pursuant to this Agreement) or encourage or induce any SELLER personnel to accept employment with or perform services for another contractor. Client shall not use or communicate to any other person or entity any confidential information of SELLER that the Client may have acquired from SELLER or its personnel, including the use of any SELLER Customer List or Supplier List. In the event of a breach of this Agreement, SELLER has the right to pursue all of the legal remedies available for the loss of services of its personnel and for any breach of confidentiality.

LIMITATIONS ON LIABILITY:

SELLER's liability with respect to any claim of any kind, including, but not limited to, claims asserting negligence or breach of warranty, resulting from, arising out of, or connected with this Agreement, the performance or breach thereof, or the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this Agreement shall not exceed 100 percent of gross compensation received by SELLER under this Agreement and in no event shall such liability exceed the liability limit of any insurance

policy in place to cover such claim. Further, **SELLER** shall not be liable to Client for losses, damages, or claims which are either discovered by Client more than one year from the completion of the services under this Agreement, or for losses, damages or claims with respect to which the Client fails to give **SELLER** notice within 30 days from the date of discovery thereof within said one year period. Items furnished by **SELLER** in accordance with the exigencies and needs of this particular Agreement and circumstances do not ordinarily admit of investigation of possible risks arising under patents, and **SELLER**, therefore, shall have no liability or obligation to Client with respect to such risks, which Client hereby assumes.

CONSEQUENTIAL DAMAGES: **SELLER SHALL NOT BE LIABLE TO CLIENT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE CAUSE.**

PROJECT DELAYS: Schedule dates are approximate and unless otherwise agreed in writing **SELLER** is not liable for damages associated with schedule changes, project delays or delays in the performance of services hereunder. Without limiting the generality of the foregoing, any delays in or failure of performance of Seller shall not constitute default hereunder or give rise to any claims for damages if such loss, damage, delay or failure is caused by "Force Majeure". As herein used, the term "Force Majeure" means war, mobilization, revolution, civil commotion, riots, strikes, lockouts, floods, hurricanes, similar storms or other actions of the elements, acts of God or the public enemy, restrictions or restraints imposed by law or by rule, acts or regulations or orders of governmental authorities, whether national, state or local, and whether civil or military, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Seller and which, by the exercise of reasonable diligence, Seller is unable to prevent or relieve.

CANCELLATION: Client cannot cancel, assign or modify this order, or holdup release after **SELLER** has ordered materials and commenced services and/or manufacture, except with **SELLER's** written consent.

APPLICABLE LAW: This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of New Mexico.

By signing below, Client hereby acknowledges that it has read, understood and agrees to the foregoing Terms and Conditions of Sale.

CLIENT:

[Name of Client]

[Signature]

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:
- B. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum)

Item No.	Description	Unit	Qty	Unit Cost	Extension
Base Bid Items:					
Mobilization/Demobilization:					
1	Mobilization / Demobilization	1	LS	\$68,000	\$68,000
2	Process Network	1	LS	\$150,959	\$150,959
3	Internet Service Coordination	1	LS	\$4,000	\$4,000
4	Filter Building: Main Control Panel	1	LS	\$260,000	\$260,000
5	Filter Building: Filter Local Control Panels	4	EA	\$68,900	\$275,600
Total Base Bid				\$758,559	
Bid Alternate #1:					
6	Raw Water Intake Station: CP-400 Integration	1	LS	\$12,000	\$12,000
7	Raw Water Intake Station: Main Control Panel	1	LS	\$62,000	\$62,000
8	Raw Water Intake Station: Disinfection Control Panel	1	LS	\$43,000	\$43,000
Total Bid Alternate #1				\$117,000	
Bid Alternate #2:					
9	Clear Well Building: Main Control Panel	1	LS	\$130,300	\$130,000
10	Clear Well Building: Disinfection Control Panel	1	LS	\$90,000	\$90,000
11	Clear Well Building: SCADA System	1	LS	\$165,077	\$165,077
Total Bid Alternate #2				\$385,077	
Bid Alternate #3:					
12	Pre-Treatment Facility: Remote Telemetry Unit	1	LS	\$86,200	\$86,200
Total Bid Alternate #3				\$86,200	
Total Base Bid plus Bid Alternates #1, #2, #3				\$1,346,836	

NOTE: In compliance with Section 13-1-108 NMSA of the Procurement Code: Contracts solicited by competitive sealed bids shall require that the bid amount exclude the applicable gross receipts tax (NMGRT) or applicable local option tax, but the contracting agency shall be required to pay the applicable tax included any increase in the applicable tax becoming effective after the date the contract is entered into.

If the lowest responsive Combined Bid (Base Bid Plus Additive Alternates) is within the available budgeted project funds then the Basis of Award will be the Combined Bid. If the lowest combined bid exceeds the budgeted project funds, the Basis of Award will be on the lowest responsive Base Bid plus additive alternates as project funds are available at the time of award. Additive alternates will be awarded according to Instruction to Bidders Section 14.02.B.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **396** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **456** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Integration & Control Solutions LLC

(typed or printed name of organization)

By:

Preston Patterson

(individual's signature)

Name:

Preston Patterson

(typed or printed)

Title:

Owner/Operations Manager

(typed or printed)

Date:

6/7/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

Ralph Freeman

(typed or printed)

Title:

Owner

(typed or printed)

Date:

4/18/2023

(typed or printed)

Address for giving notices:

4485 Irving Blvd NW, Albuquerque NM 87114

Bidder's Contact:

Name:

Nick Castillo

(typed or printed)

Title:

Project Manager

(typed or printed)

Phone:

505-821-8960

Email:

nick@ics-abqnm.net

Address:

4485 Irving Blvd NW, Albuquerque NM 87114


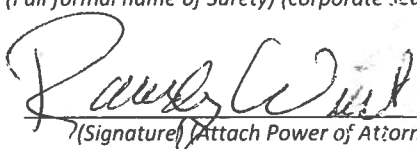
Bidder's Contractor License No.: (if applicable) 86064

NM Workforce Solutions Registration (if applicable)

002340520111014

NM Veterans Preference (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Integration & Control Solutions LLC Address (principal place of business): 4485 Irving, NW, Albuquerque, NM 87114	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street, Boston, Massachusetts 02116
Owner Name: City of Las Vegas Address (principal place of business): 1700 North Grand Avenue, Las Vegas, NM 87701	Bid Project (name and location): Las Vegas Water Treatment Plant SCADA Integration, Las Vegas, NM Bid Due Date: June 7, 2023
Bond Penal Sum: 5% of Bid Amount Five Percent of Bid Amount Date of Bond: June 6, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Integration & Control Solutions LLC (Full formal name of Bidder)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>Fresh Patterson</u> (Printed or typed)	Name: <u>Randy Wiest</u> (Printed or typed)
Title: <u>Owner / Operation Manager</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Gilbert E. Martinez</u> (Signature)	Attest: <u>Paul Jaramillo</u> (Signature)
Name: <u>GILBERT E. MARTINEZ</u> (Printed or typed)	Name: <u>Pamela Jaramillo</u> (Printed or typed)
Title: <u>Office Manager</u>	Title: <u>Agent</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



EJCDC® C-430, Bid Bond (Penal Sum Form).

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

EJCDC® C-430, Bid Bond (Penal Sum Form).

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bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Integration & Control Solutions LLC

Agency Name: E. E. STEIDLEY AGCY., INC.

Bond Number: BID-0018972

Obligee: City of Las Vegas

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Randy Wiest** in the city and state of **ALBUQUERQUE, NM**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 6th day of June, 2023.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, not a letter of credit, residual value guarantees, currency rate, interest rate

For bond and/or Power of Attorney (POA) verification inquiries,

QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Integration & Control Solutions LLC		
Corporate Office			
Name:	Preston Patterson	Phone number:	505-821-8960
Title:	Owner/Operations Manager	Email address:	preston@ics-abqnm.net
Business address of corporate office:	4485 Irving Blvd NW		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.	Ralph Freeman 51		
2.	Preston Patterson 49		
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	8/2001	State in which Business was formed:	NM
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Preston Patterson	Title:	Owner/Operations Manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	Ralph Freeman	Title:	Owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	Nick Castillo	Title:	Project Management
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	NM EE98		
Licensing Agency:	State of NM CID		
License No:	86064	Expiration Date:	10/31/2025
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Fred Tillen		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
OSHA 30	OSHA/Safety Solutions	N/A	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.98	0	25065	1.00	0	23469	.89	0	26134

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Century Bank		
Business address:	PO Box 1507 Santa Fe NM 87504		
Date of Business's most recent financial statement:	2/2023	<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:	8/2020 for 18	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			4.68
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			6.48

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Ohio Casualty Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:		NH	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	P.O. Box 34526		
	Seattle, WA 98124		
Physical Address (principal place of business):	175 Berkely Street		
	Boston MA 02116		
Phone (main):	206-473-6700	Phone (claims):	206-473-6210

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		Hub International	
Insurance Provider		Type of Policy (Coverage Provided)	
See attached		See attached	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	14
Estimate of revenue for the current year:	\$4,000,000
Estimate of revenue for the previous year:	\$3,800,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	3	As a joint venturer:	20
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Integration & Control Solutions LLC
(typed or printed name of organization)

By: Preston Patterson
(individual's signature)

Name: Preston Patterson
(typed or printed)

Title: Owner/Operations Manager
(typed or printed)

Date: 6/7/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: Ralph Freeman
(typed or printed)

Title: Owner
(typed or printed)

Address for giving notices:
4485 Irving Blvd NW, Albuquerque NM 87114

Designated Representative:
Name: Nick Castillo
(typed or printed)

Title: Project Manager
(typed or printed)

Address: 4485 Irving Blvd
Albuquerque NM 87114

Phone: 505-821-8960

Email: nick@ics-abqnm.net

Schedule A—Current Projects

Name of Organization	Integration & Control Solutions LLC				
Project Owner	Town of Bernalillo		Project Name	Bernalillo WWTP SCADA	
General Description of Project	New SCADA system and new and replacement PLC and HMI equipment, programming and system integration work				
Project Cost	\$400,200		Date Project	5/2023 Completion Date	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Preston Patterson	Robbie Satriana	Fred Tillen	Preston Patterson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Larry Mikkelsen	WWTP Head	Town of Bernalillo	505-974-0429	limikkelsen@townofbernalillo.com
Designer	Rob Hanks	PE	Molzen Corbin	505-385-8867	rhanks@molzencorbin.com
Construction Manager	Shane Lewis	PM	B&D Electric	505-903-9940	slewis@bandindustries.com

Project Owner	Anthony Water & Sanitation District		Project Name	Wastewater Treatment Plant Expansion	
General Description of Project	New SCADA system, Control Panels.Instrumentation and programming and system integration work				
Project Cost	\$410,000		Date Project	9/2024 Completion Date	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Preston Patterson	James Jackson	N/A utilizing Corbins	Robbie Satriana	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	Rob Hanks	PE	Molzin Corbin	505-385-8867	rhanks@molzencorbin.com
Construction Manager	Julie Gibson	Project Executive	Corbins Electric	505-221-9672	j.gibson@corbins.us

Project Owner	Intel Corporation		Project Name	IAGS Fab 7 Emergency project	
General Description of Project	Control Panels.Instrumentation and programming and system integration work on existing SCADA system				
Project Cost	\$550,000		Date Project	11/2023 Completion Date	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Preston Patterson	Robbie Satriana	N/A utilizing GCON	Robbie Satriana	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Gerald Martinez	I&C engineer	Intel		gerald.a.martinez@intel.com
Designer	Anthony Duran	PE	EEACE	505-249-6372	anthonyduran@eeace.com
Construction Manager	Harsh Shah	PM/PE	GCON inc	480-925-2255	harshs@gconinc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Integration & Control Solutions				
Project Owner	Isleta Pueblo	Project Name	Isleta Lagoon and WWTP Upgrades		
General Description of Project	SCADA upgrades, PLC and LCP control panels,				
Project Cost	\$210,000	Date Project	2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nick Castillo	Robbie Satriana	N/A utilized CF Padilla Safety	Preston Patterson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Edwin Jaramillo	Public Works Director	Isleta Pueblo	505-264-2354	edwin.jaramillo@isletapueblo.com
Designer	Dennis Wetterstron	PE	AEAPC	505-238-8861	dennisw@aeam.com
Construction Manager	Clay Padilla	Owner/GC	CF Padilla	505-235-9001	clayton@cfpadillallc.com

Project Owner	City of Santa Fe		Project Name	Santa Fe Paseo Real WWTP	
General Description of Project	New SCADA system complete, PLC and Remote IO control panels, instrumentation, programming and startup support				
Project Cost	\$585,000	Date Project	2019		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nick Castillo	Robbie Satriana	N/A Utilized RMC Safety	Preston Patterson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	City of Santa Fe		City of Santa Fe		
Designer	Chris Rodriguez	PE	HDR	505-830-5416	chris.drodriguez@hdrinc.com
Construction Manager	Doug Hamed	PM	Bradbury Stamm	505-259-9534	dhamed@bradburystamm.com

Project Owner	City of Las Cruces		Project Name	Jacob Hands WWTP Upgrades	
General Description of Project	New SCADA system for WWTP, New and Rebuild PLC cabinets, Convert PLC code to new Allen Bradley Code for Site PLCs				
Project Cost	\$1,284,000	Date Project	2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Nick Castillo	Robbie Satriana	Fred Tillen	Preston Patterson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Harry Romine	Project Coordinator	JCI/c/o City Las Cruces	940-769-4408	harry.romine@jci.com
Designer	Rob Hanks	PE	Molzen Corbin	505-385-8867	rhanks@molzencorbin.com
Construction Manager	Nick Castillo	PM	I&C Solutions	505-821-8960	nick@ics-abqnm.net

Schedule C—Key Individuals

Project Manager			
Name of individual		Nick Castillo	
Years of experience as project manager		26	
Years of experience with this organization		15	
Number of similar projects as project manager		10+	
Number of similar projects in other positions		25+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
LANL TA50 RLW		30%	12/2024
Intel AIGS		10%	11/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jerry Sanchez	Name	Julie Gibson
Title/Position	Area Manger	Title/Position	Project Executive
Organization	JB Henderson Construction	Organization	Corbins Electric
Telephone	(505)688-3666	Telephone	(505) 221-9672
Email	jsanchez@jbhenderson.com	Email	j.gibson@corbins.us
Project	F11X/11NX Tool Install/Fab 9	Project	Los Lunas Well 3
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Robbie Satriana	
Years of experience as project superintendent		10	
Years of experience with this organization		18	
Number of similar projects as project superintendent		25+	
Number of similar projects in other positions		25+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Anthony WWTP		20%	
Intel AIGS		10%	11/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

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

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

Preston Patterson Owner/Operations Manager

Typed Name & Title of Authorized Representative

Preston Patterson

6/7/2023

Signature of Authorized Representative

Date

SUBCONTRACTORS LISTING AND WSD (DOL) REGISTRATION

Project: Las Vegas Water Treatment Plant SCADA Integration

Project No. 20210452

1.0 SUBCONTRACTORS LISTING FOR COMPLIANCE WITH THE SUBCONTRACTORS FAIR PRACTICES ACT AND WSD (DOL) REGISTRATION

1.1 To be fully executed and included with Bid as a condition of the Bid pursuant to §13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractors Fair Practices Act.

1.2 Pursuant to §13-4-34 NMSA 1978 all Subcontractors providing services valued at \$6,549.25 or more (listing threshold) for this project shall be listed below.

1.3 See §13-4-36 NMSA 1978 for rules regarding changes in this list after bidding.

1.4 Pursuant to §13-4-13.1 NMSA 1978 any contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor (DOL). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the WSD.

<u>Trade (list by trade)</u>	<u>Firm Name and Address</u>	<u>Workforce Solutions Dept. Registration No.</u>	<u>Dollar Value</u>
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<u>Utility</u>		WSD Registration No. <u>28148871042020</u>	<u>\$183,800.00</u>
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	<u>Elite Communications and Construction LLC</u>		
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	<u>1950 Bosque Farms Blvd</u>		
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	<u>Bosque Farms NM 87068</u>		
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		WSD Registration No. _____	_____
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		WSD Registration No. _____	_____
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		WSD Registration No. _____	_____
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	WSD Registration No. _____	
	WSD Registration No. _____	
	WSD Registration No. _____	
	WSD Registration No. _____	
	WSD Registration No. _____	
	WSD Registration No. _____	
	WSD Registration No. _____	

(Use Additional
Pages If
Necessary)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)
)ss
)

Preston Patterson, being first duly sworn, deposes and says that he is

a partner (sole owner, a partner, president, secretary, etc.)

of Integration & Control Solutions LLC

the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

By [Signature]

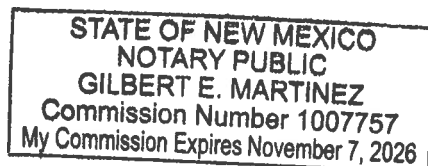
Title Owner/Operations Manager

Subscribed and sworn before me this 7th day of June, 20 23

Seal of Notary

Gilbert E. Martinez

NOTARY PUBLIC



Contract Section II - Attachment C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Proposer seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer 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 or 2) a prospective Proposer fails to submit a fully completed disclosure statement pursuant to the law.

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 Proposer.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER 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 Proposer 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

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

"Representative of a prospective Proposer" 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 Proposer.

Name(s) of Applicable Public Official(s) if any: City of Las Vegas Municipal Court

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution Made By: _____

Relation to Prospective Proposer: _____

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) WERE MADE to an applicable public official by me, a family member or representative.

Preston Patterson 6/7/2023
Signature Date

Owner/Operations Manager

Title (Position)

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

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

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

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

If yes, name the publications: _____

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

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

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes ___ No X
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
Yes ___ No X

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

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

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

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

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

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$

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

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

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

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

WBE Subcontractor:

Address:

Phone:

Contact Person:

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

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

Preston Patterson Owner/Operations Manager

Typed Name & Title of Authorized Representative

Preston Patterson

6/07/2023

Signature of Bidder's Authorized Representative

Date

Davis-Bacon Act Certification

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

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

Preston Patterson 6/7/23

(Contractor Signature & Date)

(Owner Signature & Date)

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

Preston Patterson Owner/Operations Manager 14-270-7491 6ANG5

Typed Name & Title of Authorized Representative, DUNS Number, and SAM's Registration Number

Preston Patterson 6/07/2023

Signature of Bidder's Authorized Representative Date

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

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

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

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

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

DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____	Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown
---	---

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

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

Prime Contractor Name Integration & Control Solutions LLC		Project Name Las Vegas Water Treatment Plant SCADA Integration	
Bid/ Proposal No. 20210452	Assistance Agreement ID No. (if known)	Point of Contact Preston Patterson	
Address 4485 Irving Blvd NW Albuquerque NM 87114			
Telephone No. 505-821-8960		Email Address preston@ics-abqnm.net	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

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

Prime Contractor Signature	Print Name
<i>Preston Patterson</i>	Preston Patterson
Title	Date
Owner/Operations Manager	6/07/2023

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

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

Prime Contractor Signature	Print Name
<i>Preston Patterson</i>	Preston Patterson
Title	Date
Owner/Operations Manager	6/07/2023

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of I&C Solutions ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by **recipients and subrecipients** to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Preston Patterson Owner/Operations manager

Typed Name & Title of Contractor's Authorized Representative

Preston Patterson

Signature of Contractor's Authorized Representative

6/07/2023

Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of I&C Solutions ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Preston Patterson Owner/Operations Manager

Typed Name & Title of Contractor's Authorized Representative

Preston Patterson

Signature of Contractor's Authorized Representative

6/07/2023

Date

American Iron And Steel Certification - Pay Application #

The Contractor acknowledges that it understands the goods and services being paid for under this Pay Application are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of th, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Preston Patterson Owner/Operations Manaager

Typed Name & Title of Contractor's Authorized Representative

Preston Patterson

Signature of Contractor's Authorized Representative

6/07/2023

Date

AIS Pay Application Certification



INTE&CO-01

RTAYLOR4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2023

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 HUB International Insurance Services (SOW) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: Reschonda Taylor	
	PHONE (A/C, No, Ext): (505) 348-1833	FAX (A/C, No):
	E-MAIL ADDRESS: reschonda.taylor@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance Company of America	12572
	INSURER B: New Mexico Assurance Company	13673
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	S 2324698	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER						
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	X	X	S 2324698	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			S 2324698	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							\$ 5,000,000
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	0102459.103	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Project: City of Las Cruces SCADA VTSCADA Upgrade

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

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



AGENCY CUSTOMER ID: INTE&CO-01

RTAYLOR4

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services (SOW)		NAMED INSURED Integration & Control Solutions, LLC 4485 Irving Blvd. NW Albuquerque, NM 87114
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

When required by contract, the following forms apply: Blanket Additional insured/ongoing completed operations and primary /non-contributory wording; Contractors extension includes Aggregate limits per project and blanket waiver of subrogation. 30 day notice of cancellation provision applies.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 06 22
Page 1 of 10

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

- p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

- a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

- f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED**;
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSURED

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations. If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed

operations hazard". If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization you have agreed in a written contract, written agreement, or written permit to add as an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- c. The coverages provided in Paragraphs a. and b. do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. Exclusions

- (1) With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (2) With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance**, **a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

The following is added to **Exclusion j.** under **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

- (1) Personal property in the care, custody or control of the insured; and
- (2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance b. Excess Insurance (1)(a)**:

- (v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I — COVERAGES; COVERAGE A, exclusion e.**) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ElitePac®
Commercial Automobile Extension

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

Company Name

Address

Waiver Contact

Job Description

Integration & Control Solutions, LLC
Financial Statements and
Accountants' Compilation Report
For the One Month and Twelve Months Ended
December 31, 2022

Kubiak Melton & Associates LLC

6747 Academy Rd NE Ste A
Albuquerque, NM 87109-3374
505-822-5100

Accountant's Compilation Report

To the Member:

Integration & Control Solutions, LLC
4485 Irving Blvd NW
Albuquerque, NM 87114

Management is responsible for the accompanying financial statement of Integration & Control Solutions, LLC (a Multi Member Limited Liability Company), which comprise the statement of assets, liabilities, and members' equity - tax basis as of December 31, 2022, and the related statement of revenues, expenses - tax basis for the One Month and Twelve Months then ended in accordance with the tax basis of accounting, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, members' equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Kubiak Melton & Associates LLC
Certified Public Accountants

Albuquerque, NM
January 19, 2023

Integration & Control Solutions, LLC
Statement of Assets, Liabilities & Members' Equity - Tax Basis
As of December 31, 2022

Assets

Current Assets

Cash in bank - Century Bank \$ 1,472,606.89

Total Current Assets

1,472,606.89

Property and Equipment

Construction Equipment	43,013.46
A/D - Construction equip.	(43,013.46)
Furniture & Fixtures	17,093.07
A/D - Furniture & Fixtures	(17,093.07)
Automobiles & Trucks	461,559.38
A/D - Automobiles & Trucks	(461,559.38)
Computer Equipment	4,047.33
A/D - Computer Equipment	(4,047.33)
Section 754 Step up Basis	79,610.05
A/D - Section 754 Step up Basis	<u>(79,447.33)</u>

Net Property and Equipment

162.72

Other Assets

Goodwill - Section 754	500,000.00
A/A - Goodwill - Section 754	<u>(222,222.20)</u>

Total Non Current Assets

277,777.80

Total Assets

\$ 1,750,547.41

Integration & Control Solutions, LLC
Statement of Assets, Liabilities & Members' Equity - Tax Basis
As of December 31, 2022

Liabilities and Members' Equity

Current Liabilities

Accrued SWH	2,040.74
Accrued SUTA	66.04
Accrued FUTA	13.85
NM GRT Payable	<u>322.70</u>

Total Current Liabilities 2,443.33

Long-Term Liabilities

Total Long-Term Liabilities 0.00

Total Liabilities 2,443.33

Members' Equity

Members' Capital - Freeman	940,452.28
Members' Capital - Patterson	395,684.46
Draw - Freeman	(50,000.00)
Draw - Tax Payment Freeman	(51,000.00)
Draw - Patterson	(50,000.00)
Draw - Tax Payments Patterson	(41,700.00)
Year-to-date Net Income	<u>604,667.34</u>

Total Members' Equity 1,748,104.08

Total Liabilities and Members' Equity \$ 1,750,547.41

Integration & Control Solutions, LLC
Comparative Statement of Revenues & Expenses - Tax Basis
For the One Month and Twelve Months ended December 31, 2022 and 2021

	One Month Ended		One Month Ended		Twelve Months Ended		Twelve Months Ended	
	December 31, 2022	%	December 31, 2021	%	December 31, 2022	%	December 31, 2021	%
Sales								
Construction Revenues - N/T	\$ 209,956.39	97.7 %	\$ 117,863.30	92.5 %	\$3,460,287.47	90.9 %	\$3,144,669.14	88.1 %
Construction Revenues	<u>4,890.96</u>	2.3	<u>9,585.00</u>	7.5	<u>348,382.37</u>	9.1	<u>424,660.50</u>	11.9
Total Sales	<u>214,847.35</u>	100.0	<u>127,448.30</u>	100.0	<u>3,808,669.84</u>	100.0	<u>3,569,329.64</u>	100.0
Direct Costs								
Purchases	134,197.90	62.5	168,796.04	132.4	1,620,380.96	42.5	1,905,997.82	53.4
Freight	0.00	0.0	0.00	0.0	10,933.25	0.3	13,450.09	0.4
Wages - Direct	103,299.57	48.1	74,624.74	58.6	787,661.75	20.7	711,990.92	19.9
Contract Services	1,600.00	0.7	1,600.00	1.3	22,793.52	0.6	25,915.78	0.7
Apprenticeship Fees	45.60	0.0	19.20	0.0	443.10	0.0	342.24	0.0
Insurance - Medical	1,578.30	0.7	1,426.92	1.1	20,167.19	0.5	17,123.04	0.5
Insurance - WC	1,333.00	0.6	1,396.00	1.1	11,221.00	0.3	12,706.00	0.4
Licenses & Permits	697.95	0.3	0.00	0.0	5,350.13	0.1	4,697.36	0.1
Payroll Taxes	7,954.48	3.7	5,773.33	4.5	62,185.49	1.6	56,529.26	1.6
Subsistence	0.00	0.0	0.00	0.0	2,700.00	0.1	0.00	0.0
Member Salary - F	1,200.00	0.6	1,200.00	0.9	15,600.00	0.4	15,600.00	0.4
Member Salary - P	<u>4,800.00</u>	2.2	<u>4,800.00</u>	3.8	<u>62,400.00</u>	1.6	<u>62,400.00</u>	1.7
Total Direct Costs	<u>256,706.80</u>	119.5	<u>259,636.23</u>	203.7	<u>2,621,836.39</u>	68.8	<u>2,826,752.51</u>	79.2
Gross Margin	(41,859.45)	(19.5)	(132,187.93)	(103.7)	1,186,833.45	31.2	742,577.13	20.8
Indirect Costs								
Depreciation	1,090.91	0.5	799.43	0.6	14,394.00	0.4	6,736.00	0.2
Depreciation - Section 754	27.12	0.0	27.12	0.0	325.45	0.0	4,700.94	0.1
Amorization - Section 754	2,777.78	1.3	2,777.78	2.2	33,333.33	0.9	33,333.33	0.9
Equipment Rental	0.00	0.0	0.00	0.0	0.00	0.0	2,043.67	0.1
Insurance - Liability	0.00	0.0	3,828.00	3.0	35,925.00	0.9	36,425.00	1.0
Insurance - Vehicles	0.00	0.0	(511.45)	(0.4)	0.00	0.0	(511.45)	0.0
Repairs and Maintenance	178.20	0.1	0.00	0.0	2,084.76	0.1	6,402.13	0.2
Misc Job Costs	6,006.49	2.8	6,596.54	5.2	74,765.30	2.0	44,366.68	1.2
Operating Supplies	820.73	0.4	1,739.50	1.4	10,029.33	0.3	10,662.53	0.3
Small Tools	0.00	0.0	0.00	0.0	244.56	0.0	7,348.09	0.2
Advertising	0.00	0.0	0.00	0.0	2,535.65	0.1	216.25	0.0
Auto Expense	994.55	0.5	(752.97)	(0.6)	22,350.84	0.6	28,213.26	0.8
Licenses and Fees	406.00	0.2	362.96	0.3	1,719.69	0.0	2,016.94	0.1
Bank & Credit Card Charges	20.00	0.0	11.24	0.0	8,349.14	0.2	4,426.20	0.1
Dues & subscriptions	85.05	0.0	2,382.20	1.9	10,896.98	0.3	12,321.36	0.3
Miscellaneous Expense	<u>0.00</u>	0.0	<u>18,522.00</u>	14.5	<u>16,009.26</u>	0.4	<u>27,658.29</u>	0.8
Total Indirect Costs	12,406.83	5.8	35,782.35	28.1	232,963.29	6.1	226,359.22	6.3
Operating Expenses								
Retirement Matching	1,328.27	0.6	1,402.51	1.1	17,531.64	0.5	3,952.24	0.1
Contributions	0.00	0.0	0.00	0.0	7,600.00	0.2	1,350.00	0.0
Equipment Rental	0.00	0.0	514.11	0.4	3,231.66	0.1	6,247.09	0.2
Office Expense	74.82	0.0	284.90	0.2	8,329.75	0.2	4,443.63	0.1
Outside Services	0.00	0.0	10,350.00	8.1	211,850.00	5.6	233,584.00	6.5
Rent	2,119.65	1.0	2,119.67	1.7	23,672.89	0.6	25,436.04	0.7
Taxes - Other	0.00	0.0	4,141.97	3.2	8,263.19	0.2	11,187.77	0.3
Telephone	1,086.97	0.5	1,051.42	0.8	12,382.54	0.3	14,100.63	0.4
Training	0.00	0.0	0.00	0.0	1,999.00	0.1	0.00	0.0
Legal and Accounting	8,035.92	3.7	1,926.51	1.5	32,134.09	0.8	22,953.69	0.6
Postage	0.00	0.0	0.00	0.0	691.20	0.0	622.00	0.0
Meals	0.00	0.0	0.00	0.0	1,127.06	0.0	89.00	0.0
Utilities	1,270.69	0.6	621.81	0.5	12,996.81	0.3	13,211.07	0.4
Travel	<u>0.00</u>	0.0	<u>0.00</u>	0.0	<u>7,392.99</u>	0.2	<u>0.00</u>	0.0

See Accountants' Compilation Report
Kubiak Melton & Associates, LLC

Integration & Control Solutions, LLC
Comparative Statement of Revenues & Expenses - Tax Basis
For the One Month and Twelve Months ended December 31, 2022 and 2021

	One Month Ended		One Month Ended		Twelve Months Ended		Twelve Months Ended	
	December 31, 2022	%	December 31, 2021	%	December 31, 2022	%	December 31, 2021	%
Total Operating Expenses	<u>13,916.32</u>	6.5	<u>22,412.90</u>	17.6	<u>349,202.82</u>	9.2	<u>337,177.16</u>	9.4
Income from Operations	(68,182.60)	(31.7)	(190,383.18)	(149.4)	604,667.34	15.9	179,040.75	5.0
Other Income (Expenses)								
Gain on Disposal of Asset	0.00	0.0	0.00	0.0	0.00	0.0	6,000.00	0.2
Interest Expense	0.00	0.0	(1,162.80)	(0.9)	0.00	0.0	(2,555.46)	(0.1)
Total Other Income (Expenses)	<u>0.00</u>	0.0	<u>(1,162.80)</u>	(0.9)	<u>0.00</u>	0.0	<u>3,444.54</u>	0.1
Net Income (Loss)	<u>(68,182.60)</u>	(31.7)	<u>(191,545.98)</u>	(150.3)	<u>604,667.34</u>	15.9	<u>182,485.29</u>	5.1

Preston E. Patterson

Summary of qualifications

2001 – Present I&C Solutions LLC Rio Rancho, NM

Owner/Operations Manager

- Manage company activities
- Coordinate projects and daily activities
- Build new customer relationships and maintain customer base.
- All aspects of running a company and trying to keep up with today's demanding market.

1997 – 2001 Southwest Technical Inc. Albuquerque, NM

Company/Project Manager

- Manage large scale Instrumentation and Control projects.
- In charge of electrical and mechanical construction activities.
- Specifying and Purchasing of instruments for wide range of process control systems.
- Day to day business activities, including payroll, taxes, invoicing and interfacing with engineers and owners.

1992 – 1997 Hoffman Pacific of NM Albuquerque, NM

Project Manager

- Coordinate I&C construction activities at Intel Fab11S site.
- Specifying and Purchasing of instruments for wide range of process control systems.
- Database management through Access and Excel formats. Included building of macro and custom format databases.
- Managed and directed several crews that sometimes reached 80 personnel.

1983 – 1992 Pennzoil Sulphur Company Pecos, TX

Combination Instrumentation and Electrical Technician

- Plant instrumentation design and implementation.
- Large scale SCADA system programming and maintenance.
- Design and implementation of PLC's throughout entire plant.

Education

1998 Rockwell Training Center-- Denver, CO
Advanced PLC programming and Hardware and Software
Troubleshooting techniques.

1992 Foxboro Training Center – Houston, Texas
Fundamentals of Mechanical and Pneumatic Instrumentation

1991 --1992 Mitchell's Technical Training -Dallas, Texas
High and Low Voltage Motors and Controls
UPS Back-Up Systems.

1991--1992 PLC Training Centers –Pittsburgh, Penn
PLC Logic, Installation and Instrumentation training.

**Field and System
experience**

1984 - Present

- Extensive training in Allen Bradley PLC's including PLC 5, SLC, Device NET, and Remote I/O products and Software products.
- Knowledge base of wide variety of instruments, including setup and calibration procedures, instruments for flow, temp, pressure, analytical, and process control products.
- Knowledge of Honeywell, Rosemount, Foxboro, Krohne, Moore Industries, Endress Hauser, Pyromation, Controlatron, Rotronic, Magnatrol, Milltronics, Fischer Porter, Taylor instruments, and numerous other 3rd party manufacturers.
- Knowledge base of various PLC manufacturers, including Modicon, Square D, Westinghouse, IDEC, GE Fanuc, and Allen Bradley.
- Knowledge base of various SCADA and RTU manufacturers, including Motorola, MDS, Ritron, SCADAPACK, Encom and Omnex.
- Knowledge base of database utilities and data acquisition programs including Excel, Access, National Instrument Labview and Lookout.

**Professional
memberships**

State of New Mexico EE98 Electrical License # 86064

References

Gabe Flores (Intel Corp 505-794-4517)

Jim Smith (Matheson/Tri-Gas 505-222-0221)

Gerard Sanchez (Aspen Construction 505-934-4023)

Nick Castillo
504 Terrace Dr. N.E.
Rio Rancho, NM. 87124
Telephone: (505)891-2521

♦ **Professional Qualifications:**

- Bachelor of Science in Mechanical Engineering Technology, New Mexico State University, May 1993 Las Cruces, NM
- Certificate - Architectural Drafting Technology, Albuquerque Technical Vocational Institute, Albuquerque, NM April 1987
- Computer Literacy: MS Excel, MS Word, MS Projects, JD Edwards (estimating/cost tracking software), IWCS (procurement software), MS Outlook
- Ability to read, interpret and perform an estimate take-off with Instrumentation/Mechanical Blueprints.
- 15 years of experience in managing small to medium (\$5 Million) sized projects from design through construction including cost control and tracking.

♦ **Professional Experience:**

I&C Solutions, LLC Rio Rancho, NM

July 2007- Present

Construction Project Manager

- Coordinate manpower, equipment and materials required to complete projects.
- Daily meetings/coordination with General Contractor for any field issues.
- Daily coordination with Superintendent and GF to support field issues.
- Daily administrative work in support of projects including RFI's, Redlines to IFC drawings, submittals, etc.
- Estimate new work and change orders as well as track associated project costs.
- Create internal project schedule to keep team focused on priority work.

Castle Industries, Rio Rancho, NM

July 2005- July 2007

Owner/Operator of remodel plumbing and handyman service company.

- Complete residential home repairs for local real estate agents based on inspection reports.
- Estimate and complete several facets of interior remodel work including replacement of sinks, lavatories, water closets, bathtubs, water heaters, kitchen appliance installations, baseboards, crown molding, sheetrock repair, tile repair, swamp cooler start-up/winterization, etc.
- Complete and maintain all facets of company book keeping.

Yearout Mechanical Inc., Albuquerque, NM.

January 2005- July 2005

Project Manger, Albuquerque, NM

- Coordinate and assist subcontract engineering firms in support of several fast track design/build mechanical systems.

- Buy-out long lead equipment/materials required for projects.
- Daily coordination of job tasks with general contractors.
- Issue RFI's and change orders as required in support of each project.
- Keep in daily contact with several project foreman and support field issues as required.
- Coordinate subcontract work in support of each project.
- Review weekly labor reports and adjust resources as necessary to ensure projects are running efficiently and within budget.
- Calculate and project costs for each months billings.
- Coordinate with detailers and fabrication shop to provide timely delivery of ductwork and piping systems to jobsite.

Lockwood Greene, Rio Rancho, NM.

October 1997- January 2005

Project Manager, Intel SUS Projects, Rio Rancho, NM.

Work with customer to determine and/or refine project requirements in an effort to generate final working project scope. Coordinate with estimating group to determine initial project cost/budget. Generate requests for proposal to solicit design and construction.

Generate Rev. 0 schedules based on project scope of work via Microsoft projects.

Coordinate design reviews through "Issue for Construction" IFC phase.

When projects are underway, enter actual start and finish dates to track progress. Continuously revise schedule during the design and construction process. Coordinate daily contractor activity and start-up of new systems and equipment. Responsible for managing each project budget; decreasing scope and increasing scope along with the associated dollars as required to bring project within -10% and +5% of allocated budget value. Responsible for obtaining final system and/or project sign-off and follow through on project closeout.

Hoffman Mechanical, Rio Rancho, NM.

June 1993- October 1997

Construction Manager/Project Engineer

Received bid package drawings and performed mechanical material take-offs including carbon steel, stainless steel, copper and PVC systems. Entered material take-offs into company specific estimating software (JDE) which generated the base man-hours and material costs. Entered job specific labor factors, consumables, rentals and overhead/profit costs. Sanity checked estimated man-hours and material costs on other mechanical systems like sheet metal and FRP ductwork for bids. Generated initial job schedule based on the number of man-hours generated from the estimate. Updated the schedule weekly for the general contractor showing progress and regress. Responsible for setting up job cost codes as required to perform the work. Performed weekly job audits to verify field installed quantities and ran weekly labor reports to track actual man-hours per lineal audits to verify field installed quantities and ran weekly labor reports to track actual man-hours per lineal foot vs. Estimated. Generated monthly reports summarizing each jobs gains or losses based on weekly labor reports and material cost commitments and forwarded these to the corporate office.

Acting on behalf of General Contractor(TDC):

Provided rough order magnitude (ROM) estimates from general mechanical design scopes of work utilizing knowledge, and experience from previous subcontractor work. These ROM estimates were later refined and used as the CPA budget for the Intel 852, 854, and 856

expansion project ramps. Provided estimates for all mechanical related changes of scope during the construction process which doubled as a subcontractor price check and general cost tracking forum. Responsible for tracking and managing the CPA budget of several mechanical cost codes related to the ramp projects; for example chilled water, condenser water, potable water, industrial cold water, acid waste, solvent waste, fire protection etc. As part of managing the cost I was responsible for transferring costs between codes as required, explaining cost code budget deficiencies and overruns, and initiating scope reductions and increases as required to keep CPA budget figure in line.

**References can be supplied on request.*

Robert L. Satriana

1612 Roma Ave NE
Albuquerque, NM 87106

rsatri@unm.edu
(505) 353-6474

Education

University of New Mexico
Candidate for Bachelor of Science in Electrical Engineering

Graduation: 2011

Objective

Working with I&C solutions for the past Four years on and off the Intel Facility has instilled the Quality of leadership as well as becoming a highly skilled craftsman. I have been taught in all aspects of the field and come with many qualifications in pursuance of the position offered.

Certifications

- Certified Private Pilot (SEL)
- Certified ABB Drive start-up tech

Employment & Experience

Integration & Control Solutions August 2005- Present Rio Rancho, NM
(Intel Campus)

Controls Technician Foreman

- Wiring low voltage devices interfaced with PLC's (Programmable Logic Controllers)
- Calibrating and repairing instruments
- Managing two crews of five men
- Attending daily meetings with general contractor on scheduling issues

Technical Skills

- Wiring of digital and analog points
- VFD (Variable Frequency Drive) programming
- Installation of new instruments as well as PLC panels
- Ability to custom fabricate when needed
- Fluent in reading p&id drawings
- Building of PLC control panels

Ronald S Day

Address : 6328 Honduras Dr NE
Rio Rancho, NM
87144
Mobile : 505.450.3483
Email : ron@ics-abqnm.net

OBJECTIVE

Software Engineer position in procurement where excellent technical skills and my professional experiences will add value to operation.

CURRENT EMPLOYMENT

I&C Solutions, Rio Rancho NW

Embedded Software Engineer

Core Responsibilities: Device Driver Programming, Embedded Application Programming and GUI Designing.

EDUCATIONAL DETAILS

Course	College/University	Year	Aggregate
B.S (Electrical Engineering)	University of New Mexico	1992	91%

SOFTWARE AND HARDWARE SKILLS

- Programming Languages : C, C++, Allen-Bradley PLC 5 and Contrologix Isagraph, Telepace,
- GUI and Database Tools : ClearSCADA, Cimplicity, Wonderware, MS SQL
- Proficient Programming Knowledge of MS Access and Excel.

PROFESSIONAL EXPERIENCE

Currently Working with I&C Solutions as a Controls Engineer (Since Jul 2006 to Present)

Projects:

Well Water Treatment Plant

Client : White Sands Missile Range

Team Size : 10

Distributed control system with ~30 sites to monitor and control with ClearSCADA and Isagraph

Core Responsibilities:

- Database management
- GUI design and implementation

- Startup
- Functional testing
- Training

Semiconductor Manufacturing Plant

Client : Intel

Team Size : 25

Process control system with ~150 PLCs of various platforms using Allen Bradley and Cimplicity

Core Responsibilities:

- System Integrator
- Developed PLC logic
- GUI design and implementation
- Startup
- Functional testing
- Training

Food & Beverage Manufacturing Plant

Client : General Mills

Team Size : 10

Process control system with ~85 PLCs of various platforms using Allen Bradley and Wonderware

Core Responsibilities:

- System Integrator
- Developed PLC logic
- GUI design and implementation
- Startup
- Functional testing
- Training

R. STUART BAKER
6024 Maddux Place NW
Albuquerque, NM 87114
(505) 313-2315
stuart@ics-abqnm.net

PROFESSIONAL EXPERIENCE

- 1/2020 – current:** **Electrical Drafter and Programmer** **I&C Solutions, Albuquerque, NM**
- Responsible for generating electrical wiring diagrams for all equipment
 - Perform routine maintenance on AutoCAD database for older projects
 - Field work including:
 - Signal verification
 - PLC/HMI/SCADA project programming and support
 - General support of I&C projects
- 4/2019 – 1/2020:** **Director of Operations** **MINDS Corporation, Las Vegas, NV**
- Develop marketing for US operations
 - Plan and oversee business growth
 - Hiring, firing and disciplinary responsibilities
 - Sales and quote preparation
 - Inventory management
 - ERP and CRM software initialization and set-up
 - Controls panel building and testing
 - Various administrative tasks as required
- 9/2017 – 3/2019:** **Controls Programmer** **CEI Enterprises Inc, Albuquerque, NM**
- Lead programmer of Asphalt/Rubber blending system using Siemens TIA Portal software
 - Refine programs for safer operation, increased capacity, and improved processor speed
 - Work with Electrical draftspersons to ensure prints are current and correct
 - Use AutoCAD Electrical to modify electrical prints as needed
- 11/2013 – 9/2017:** **Post-Production Manager** **CEI Enterprises Inc, Albuquerque, NM**
- Oversaw daily operations of the Parts, Service and Quality Control departments including hiring, employee review, discipline and termination responsibilities
 - Developed nationwide pro-active outreach programs to increase brand identity and sales
 - Revised Service Training Seminars to reduce costs and improve content.
 - Improved enrollment by 265% in four years
 - Seminars became a profit generator
 - Contributed regularly to:
 - daily production meetings
 - engineering management to relay issues found in the field
 - Exemplified a “We can help” attitude for all Service Department personnel
 - Established and maintained departments’ direction and goals through:
 - use of positive feedback
 - bestowing high levels of employee ownership
 - Continued to service PLC and Controls needs of our former and new customers
- 8/2012 – 11/2013:** **Quality Control Manager** **CEI Enterprises Inc, Albuquerque, NM**
- Established and managed entire Quality Control department
 - Authored policies and procedures to ensure safe and expedient inspections
 - Created work stop-points to perform routine inspections
 - Responsible for an estimated \$250K+ in reduced field repairs
 - Continued to service PLC and Controls needs of our former and new customers

R. STUART BAKER
6024 Maddux Place NW
Albuquerque, NM 87114
(505) 313-2315
baker.r.stuart@gmail.com

7/2010 – 8/2012: Controls Department Technician CEI Enterprises Inc, Albuquerque, NM

- Responsible for programming of PLCs and other controls related equipment
- Used AutoCAD to design safe, proper and expedient electrical schematics
- Researched and specified new components
- Work with UL inspector to continue our certification
- Re-worked numerous programs to achieve:
 - Safer and more accurate operation
 - More intuitive human to machine interfaces
 - Faster PLC response times

2008 – 2009 Service Manager Bozco Resources, Moorpark, CA

- Serviced and retrofitted horticultural and packaging machinery including:
 - Troubleshoot and repaired electrical, mechanical, hydraulic & pneumatic systems
- Assembled new industrial machinery to blueprints (from nuts/bolts to PLC troubleshooting)
- Assisted Design team with prototype machinery:
 - Serviceability
 - Transportability
 - Safety equipment integration
- Supervised crew of service technicians on larger scale jobs

EDUCATION

- 1996 - 1998 University of Michigan, Dearborn, MI**
- Major in General Physics, Junior Status
 - GPA 3.0

RELEVANT SKILLS

PLC Skills

Proficient with:

- Siemens TIA Portal V13 through V15
- Siemens Step 7
- Siemens LOGO! Soft V8
- Allen-Bradley RSLogix 500
- Allen-Bradley RSLinx
- Allen-Bradley RSEnterprise
- RS485/RS232/Modbus/Profibus
- Profinet/Industrial Ethernet

Electrical/Mechanical Skills

- Read and design electrical blueprints
- Building/Troubleshooting Electro-Mechanical systems from mV up to 480 VAC
- Hydraulic, Pneumatic, Servo and Solenoid based control systems
- Former certified Automobile and Motorcycle mechanic

Computer/Software Skills

- AutoCAD Electrical 2018
- C+ / C++
- Microsoft Office Products (specialty in Excel)
- Type @ 50+ wpm & 10-key data entry

R. STUART BAKER
6024 Maddux Place NW
Albuquerque, NM 87114
(505) 313-2315
baker.r.stuart@gmail.com

Personal Skills

- Strong written and spoken communications skills
- Tenacious
- Thorough and precise
- Capable of abstract thought, logic and comparison
- Respectful
- Eager to learn/grow

NOTABLE ACCOMPLISHMENT

- While acting as Post-Production Manager, single-handedly finalized the first CEI asphalt rubber blending program to meet California Transportation's MPQP requirements in the summer of 2014. As a direct result, California now uses the data-log I designed as the format that other companies must meet. Avoided back-charges of more than \$500K. Provided the platform on which CEI increased its rubber blending plants sales (\$5M+ since 2014).

PROFESSIONAL AND PERSONAL REFERENCES AVAILABLE UPON REQUEST.

David Francis Gillen
7616 Rio Penasco CT NW
Albuquerque, New Mexico 87120
Cell Phone (505) 463-7155

Resume

Overview:

Involved in system integration since 1983 in the Engineering design and implementation of process control systems, coordinated motion control systems, power generation systems, batch reactor systems, Safety control systems, material handling, conveying systems, converting and packaging machinery, water and wastewater treatment systems, telemetry systems, R&D systems and other SCADA systems. Developed Sequence of Operations (SOO) documents and coordinated project meetings. Program and simulate control system operation for QC testing purposes as well as client functional demonstrations. Successfully implemented all controls standards for the plant, including SCADA systems, Instrumentation, Panel Construction, Panel Checkout, I/O & MCC Checkout to 24-hour support as well as process improvement efforts.

Expertise in system integration: network architecture, network design, and operator interface design. Develop project proposals and design specifications. Programing, configure programmable logic controllers, distributed control systems, human machine interfaces, data acquisition systems, motion controllers, AutoCAD, servo drives, DC drives, variable frequency drives, soft motor starters, Web based control front ends, and safety systems.

Project Manager and acted as primary customer interface from initial proposal and bid, to on-site startup. Managed project teams of up to 18 people for up to 24 months. Responsible for project budgets, effort tracking, and scheduling.

Project Descriptions:

2020: Pojoaque, NM. Well Water Supervisory Control and Data Acquisition System Upgrade. Upgraded the existing GE Proficy HMI from version 5 to version 6.1. Converted GE Proficy Classic Historian to GE Historian version 7 service pack 6. Updated existing Win-911 Alarm Notification Standard package version 7.15 to new Win-911 Alarm Notification Interactive package 4.24. Upgrade GE IGS Driver from version 6.58 to version 7.66.

2018 Reno, NV. Tesla Gigafactory. This was a design build project, which included the design and building all Facility Control Panels for heating, cooling, ventilation, fresh water treatment, waste water treatment, and DO water. Siemens PLCs Simatic s7-1200, Simatic s7-300, Simatic S7-1500. Siemens used, and TIA Portal software was utilized in programming the local and plant wide HMIs and PLCs.

2017 Los Vegas, NV Waste Water Treatment Plant. Upgraded existing SCADA system from US Factory Link HMI to Wonderware HMI. Upgraded 56 PLCs existing PLC older Quantum/Concept to newer Quantum/Unity Pro. Installed and programed new Wonderware Historian for the WWTP.

2016 Sapphire Plant Mesa AZ. This was a design build project, which included the design and building of a process cooling water system for 2,026 Sapphire furnaces. The process design included 18

Rockwell redundant Controllogix controllers and control center for 12 Rockwell Plant PAX Operator Workstations. Several Windows Servers were used for the Control system, which also incorporated plant power distribution, facility ventilation and cooling. Several Windows 2012 Servers were used for the Control System, which also incorporated Plant emergency power SCADA, electrical distribution SCADA, facility ventilation and cooling SCADA. Rockwell Historian was also installed and used to collect data for all of the SCADA systems.

2015 Twenty-Nine Palms Marine Base CA. Power Generation Plant. Lead Engineer for SCADA system upgrade from Wonderware to Rockwell Plant PAX. This project consists of a multi-phased Gas Turbine system control system upgrade. New hardware installation, programming of Rockwell Redundant Controllogix controllers, programming of Rockwell FactoryTalk SE. Site Startup, testing and system verification.

2014 Los Alamos Labs NM. Waste Water Facility Project Manager/Programmer, Programmed, and supported Square D PLC conversion to Modicon Quantum Hot Standby PLC's, and assisted with Installation and Startup. Upgraded existing FIX32 Human Machine Interface (HMI) application to iFIX version 2.6, then to iFIX version 5.5. Provided Technical Operation and Manual for the iFIX HMI and Modicon PLC Supervisory Control System. Programmed Quantum to Square D serial/modem communications to remote Lift Station PLC's. Developed iFIX HMI display graphics and program Modicon Quantum PLC interface to Miox disinfection SAL-80 units. Designed and programmed Modbus Ethernet Bridge interface for existing Los Alamos National Labs Square D SMS 3000 Energy Management System.

2013 Washington DC. Data Center facility control system design build for Data Centers in Seattle Washington and Washington DC. Utilized Rockwell Controllogix PAC units and Rockwell FactoryTalk SE for the HMI.

2012 Seattle, Washington. Data Center facility control system design build for Data Centers in Seattle Washington and Washington DC. Utilized Rockwell Controllogix PAC units and Rockwell FactoryTalk SE for the HMI.

2012 Sandia Labs NM. Project Sandia IBL was a classified project requiring a DoE security clearance. This project involved Engineering and installing the IBL New Safety System 2 PLC for Sandia National Labs.

2011 Sandia Labs NM. Acid Waste and Neutralization (ANW) Micro Development Lab Building Project Manager/Programmer — Modified current FIX32 SCADA application for two separate HMI SCADA Node Servers. One RODI FIX32 SCADA Server Node in the DI water room and one AWN FIX32 SCADA Server Node in the AWN room. Design/Programmed/Configured new PH and Flow sensors for ANW Allen Bradley PLC 5/04 Mixing Tank 1, 2, 3 and 4. Programmed Allen Bradley SLC 5/04 PLC PID controller for Mixing Tank 1, 2, 3, and 4. Configured remote access for laptops FIX32 AWN system.

2010 Orange County CA. - Biotech Facility — Technical Lead Engineer and project manager for design and implementation of SCADA system redundancy upgrade project. Project involved network architecture design consisting of 15 new servers with the intent to provide hardware and software redundancy at all levels in order to minimize any chance of data loss. Configuration included Proficy

iFix v5.0 with Enhanced Redundancy, Proficy Historian Alarm/Event Collection to SQL Server database in a clustered environment, PI HA data historian consisting of two redundant PI interface nodes and two PI archive servers, and redundant alarm notification servers running WIN-911 software.

2001 Las Vegas, NV - Power Generation - Lead Engineer for SCADA system upgrade from Wonderware to Rockwell Plant PAX. This project consists of a multi-phased Gas Turbine system control systems upgrade. The three gas turbine GE PLC controllers were replaced with Rockwell ControlLogix controllers and the ancillary GE PLC was also replaced with a ControlLogix controller. The HMI was upgraded to RS View SE using the Rockwell Plant PAX system.

2010- Project Los Alamos National Labs, NM - TA 3 was a classified project requiring a DoE security clearance. New Safety System 2 hardware installation, programming of Rockwell Redundant ControlLogix controllers, programming of Rockwell Factory Talk SE. Site Startup, testing and system verification.

2010 - Allergan Orange County, CA – Upgraded iFix SCADA system for control of the BOTOX production. Also, I added new controls for a new steam generation system to Rockwell ControlLogix PLC's and iFix HMI.

2009 – USA - Project Acorn was a classified project requiring a DoD security clearance. This project involved SCADA system design and implementation for Power Generation and Electrical Distribution.

2009- USA - Project Diamond was a classified project requiring a DoD security clearance. This project involved SCADA system design and implementation for Power Generation and Electrical Distribution.

2008 – USA - Project Spider was a classified project requiring a DoD security clearance. This project involved SCADA system design and implementation for JSOAC. This project involved SCADA system design and implementation.

2008 - Sandia National Labs MASA Facility - Technical Lead Engineer and project manager for design and implementation of SCADA system redundancy upgrade project. This project involved network architecture design consisting of 15 new servers with the intent to provide hardware and software redundancy at all levels in order to minimize any chance of data loss. Configuration included Proficy iFix v5.0 with Enhanced Redundancy, Proficy Historian Alarm/Event collection to SQL Server database in a clustered environment, PI HA data historian consisting of two redundant PI interface nodes and two PI archive servers, and redundant alarm notification servers running WIN-911 software.

2008 - Los Alamos National Labs, NM - TA 16 was a classified project requiring a DoE security clearance. This project involved Engineering and installing the control system for this Facility.

2007 - Los Alamos National Labs, NM - TA 18 was a classified project requiring a DoE security clearance. This project involved Engineering and installing the control system for this Facility.

2007 - Los Alamos National Labs, NM – TA 46 Waste Water Facility Project Manager/Programmer – Programmed and supported Square D PLC conversion to Modicon Quantum Hot Standby PLC's, and assisted with Installation and Startup. Upgraded existing Intellution FIX32 Human Machine Interface (HMI) application to Intellution iFIX version 2.6, then to iFIX version 5.5. Provided Technical Operation and Manual for the Intellution iFIX HMI and Modicon PLC Supervisory Control System.

Programmed Quantum to Square D serial/modem communications to remote Lift Station PLC's. Developed Intellution iFIX HMI display graphics and program Modicon Quantum PLC interface to Miox disinfection SAL-80 units. Designed and programmed Modbus Ethernet Bridge interface for existing Los Alamos National Labs Square D SMS 3000 Energy Management System.

2000 to 2010 – Albuquerque, NM - Wunderlich-Malce Engineering New Mexico Business Unit Manager. Responsible for sales, marketing, business development, proposal preparation, project scoping, project management and systems design, including business management, staffing resource management, marketing & business development, strategic partnering, oversight & coordination of all engineering standards and project activities. Also, responsible for design and engineering of control systems, HMI / SCADA, business intelligence and programming, networking, Ethernet communication, serial communication. System Integration. Over 80 life time projects including Control Systems, Networking, Network Architecture, Safety Systems, Specification Development, Specification Development, Evaluating/Recommending Control System Application Hardware & Software, PLC/HMI programming, AutoCAD Drafting, System commissioning, startup support.

More Projects upon request.

Previous:

1990 – 2000 Albuquerque, NM. Ener-Tech Automated Control Systems. Completed over 50 various SCADA systems from new SCADA systems to upgrading old SCADA systems.

1986 - 1989 Albuquerque, NM. Rockwell Power Systems:

Work on Oxygen Iodine Laser facility Instruments and Control. During my tenure I held a DOE Top Secret clearance on this project.

19885 – Santa Anna, CA. Rockwell Int. Space Shuttle Engine launch facility SCADA . During my tenure I held a DOE Top Secret clearance on this project.

Education:

University:

2003 - BSEE from the University of New Mexico, Albuquerque, NM

High School:

1975 - Cherry Creek High School, Denver Colorado.



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

Meeting Date: July 12, 2023

Date Submitted: 06/30/2023

Department: Utilities Division

Item/Topic: Requesting to award Re-Bid #2023-20 Trac-Vac Sludge Removals to TLC Company Inc.

Advertised: 5/19/2023; Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: 06/20/2023

Number of Proposers: 2 – TLC Company Inc:	Subtotal: \$629,420.00	NMGRT: \$52,058.07	Total: \$681,478.07
Hays Plumbing:	\$639,055.00	\$52,854.96	\$691,909.96

Fiscal Impact: Paid for through Drinking Water State Revolving Fund (DWSRF) #5356 in the amount of \$300,000.00 & City funds Line Item #646-0000-650-8811 in the amount of \$381,478.07

Attachments: Engineers Recommendation, Bid Tabulation, Original Re-Bid, Bid Opening Form, Bids Received.

Committee Recommendation: This item will be discussed at the July 11, 2023 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:

Department Director

City Manager

Reviewed By:

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 _____

June 27, 2023

voice: 505.823.1000
facsimile: 505.798.7988
toll free: 800.877.5332

Travis Martinez
Project Coordinator
City of Las Vegas, NM
Utilities Department
1335 1st Street
Las Vegas, NM 87701

Re: City of Las Vegas Trac Vac Sludge Removal

Dear Mr. Martinez:

Bids were publicly opened for the above-referenced project on June 20, 2023 at 2:00 p.m.
The following is a summary of the bids received:

Contractor	Total Base Bid	Total Additive Alternate A	Total Base Bid + Additive Alternate A
<i>Engineer's Estimate</i>	\$464,500.00	\$255,000.00	\$719,500.00
TLC Company, Inc.	\$419,030.00	\$210,390.00	\$629,420.00
Hays Plumbing & Heating, Inc.	\$484,205.00	\$154,850.00	\$639,055.00

All values exclude NMGRS.

A tabulation of bids including the Engineer's opinion of probable cost is attached.

After the evaluation, the apparent responsive low bidder for the project is TLC Company, Inc. (TLC Plumbing & Utility) We have reviewed the documents provided with the bid submitted by TLC Company, Inc, which include the following:

- The Bid Proposal was signed by Eddie C. Padilla, an individual whom is duly authorized to bind the company.
- TLC Company, Inc. is a licensed contractor in the State of New Mexico, License No. 51429, License Classifications EE98, GA01, GA98, GB98, GF02, GF04, GF08, GF09, GF98, MM01, MM02, MM03, MM98. We have verified this information with PSI License Management (<http://public.psiexams.com/search.jsp>).
- The New Mexico Department of Workforce Solutions listed a Registration No. of 0191742011629 for this company: (<https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSearch.ASPX>).

Along with the signed Bid Proposal form, TLC Company, Inc. submitted the following complete bid items:

- Bid Bond in the amount of 5 percent of the Bid with Power of Attorney. The surety for the Bid Bond is Great American Insurance Company who is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$305,096,000. We have verified this information with the U.S. Department of the Treasury's Listing of Sureties Approved to Conduct Business in the State of New Mexico:
(https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm#f).
- List of Proposed Subcontractors
 - The New Mexico Department of Workforce Solutions listed an active Registration No. of 002306020110816 for The Electric Horseman:
(<https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSeArch.ASPX>).
 - The New Mexico Department of Workforce Solutions listed an active Registration No. of 0100272009073 for Bogan Brothers Painting:
(<https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSeArch.ASPX>).
- Form XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
- Form XP-215 MBW/WBE/SBRA Utilization Form
- Form XP-315 Davis Bacon Certification
- 5700-49 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- NM SRF DBE Form DBE-3
- NM SRF DBE Form DBE-4
- SRF Telecom Prohibition Certification
- American Iron and Steel Certification AIS DWSRF 314
- State of New Mexico Resident Contractor Certificate
- State of New Mexico Certificate of Good Standing and Compliance
- Contractor Qualification Statement
- Non-Collusion Affidavit
- Campaign Contribution Disclosure Form
- Acknowledgement of Addendum 1 and 2.

Travis Martinez
City of Las Vegas, NM
July 27, 2023
Page 3

Based on the information before us, TLC Company, Inc. submitted the lowest responsive, responsible bid. We therefore recommend, if a Contract for this work is awarded, it be awarded to TLC Company, Inc. for the Total Base Bid & Additive Alternate A amount of \$629,420.00 excluding NMGRT.

The City of Las Vegas shall also verify the contractor meets all other criteria stated in the bidding documents.

Sincerely,



Carolyn Pepin, PE
Engineer
Water & Wastewater Systems

cc: Maria Gilvarry, Utilities Department, City of Las Vegas
Marvin Martinez, City of Las Vegas
Todd Burt, PE, BHI
Donzil Q. Worthington, BHI

CEP/TAB

Enclosures



July 6, 2023

Travis Martinez
Project Coordinator
City of Las Vegas
1700 N Grand Ave
Las Vegas, NM 87701

Re: Concurrence with Recommendation of Award
City of Las Vegas Water Treatment Plant Trac Vac Sludge Removal Project (DW-5356)

Dear Mr. Martinez,

The New Mexico Environment Department Construction Programs Bureau (NMED CPB) has reviewed the Recommendation of Award letter dated June 27, 2023 and Bid Tabulation prepared by Bohannon Huston for the referenced project which were received on June 28, 2023. The NMED CPB has also reviewed the apparent low bidder, TLC Company, bid submittal and required bid documents.

The NMED CPB concurs with the recommendation to award the construction contract to the apparent lowest responsive and responsible bidder, TLC Company, for the total Base Bid and Additive Alternate A amount of \$629,420.00 plus NMGR. This letter also serves as a RECOMMENDATION OF APPROVAL to the NMFA.

Please submit the notice of the award, notice of a pre-construction conference, the executed construction contract documents (including payment and performance bonds), and notice to proceed to NMED CPB. Please contact me if you have any questions at (505) 469-2687 or andrea.telmo@env.nm.gov.

Sincerely,

**Andrea
Telmo**

Digitally signed by
Andrea Telmo
Date: 2023.07.06
11:26:35 -06'00'

Andrea Telmo, PE
Technical Section Manager, NMED CPB

cc: Benito Lujan, City of Las Vegas
Adrian Allemand, City of Las Vegas
Todd Johansen, Senior Program Administrator, NMFA DWSRF
Carolyn Pepin, PE, Bohannon Huston
Todd Burt, PE, Bohannon Huston
Donzil Worthington, Bohannon Huston

City of Las Vegas Trac Vac Sludge Removal

Bid Tabulation

Project #: 20230358

Date: 6/20/2023

Bid Item	Item ID #	Description	Unit	Quantity	Engineer's OPC		TLC		Hays Plumbing & Heating		% Total of Low Bid
					Cost/Unit	Extension	Cost/Unit	Extension	Cost/Unit	Extension	
1		Construction Mobilization and Demobilization, compl.	LS	1	\$49,500.00	\$49,500.00	\$31,935.00	\$31,935.00	\$160,000.00	\$160,000.00	7%
2		<u>BASIN 1 (EAST BASIN) ONLY</u> - Remove and Dispose of existing 304 stainless steel pneumatically driven trac-vac mechanism, 4" diameter polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" 304 stainless steel header pipe assembly, guide rails, main control panel, local pneumatic control panel, pneumatically operated 4" diameter diaphragm valve and corresponding control air line (hose and hard piping), trac-vac extractor system, extractor boom and trolley assembly, painted metal pipe, and dresser coupling. Remove rust from existing pipe stubbing out from concrete basin wall, cip.	LS	1	\$40,000.00	\$40,000.00	\$23,580.00	\$23,580.00	\$25,000.00	\$25,000.00	5%
3		<u>BASIN 1 (EAST BASIN) ONLY</u> - Purchase of pneumatically driven trac-vac mechanism, 4" polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" header pipe assembly, guide rails, main control panel, pneumatic control panel, pneumatically operated 4" fusion bonded epoxy grooved with victaulic coupling diaphragm valve and corresponding control air line, trac-vac extractor system, extractor boom and assembly, cip.	LS	1	\$140,000.00	\$140,000.00	\$277,515.00	\$277,515.00	\$223,705.00	\$223,705.00	61%
4		<u>BASIN 1 (EAST BASIN) ONLY</u> - Purchase of uni-strut and anchor bolts & metal support strap, 4" Schedule 40 316 stainless steel pipe, fusion-bonded epoxy dresser coupling, painting, flanged adjustable pipe support, cip.	LS	1	\$50,000.00	\$50,000.00	\$21,000.00	\$21,000.00	\$17,500.00	\$17,500.00	5%
5		Installation of all purchased equipment for Basin 1 (East Basin) per construction plans (Bid Items 3 & 4), electrical wiring, cip.	LS	1	\$185,000.00	\$185,000.00	\$65,000.00	\$65,000.00	\$58,000.00	\$58,000.00	14%
Base Bid Subtotal - Bid Items 1-5						\$464,500.00		\$419,030.00		\$484,205.00	
NMGRT				8.2708%		\$38,417.87		\$34,657.13		\$40,047.63	
TOTAL BASE BID AND NMGRT						\$502,917.87		\$453,687.13		\$524,252.63	
ADDITIVE ALTERNATE A: IMPROVEMENTS TO BASIN 2 (WEST BASIN)											

Bid Item	Item ID #	Description	Unit	Quantity	Engineer's OPC		TLC		Hays Plumbing & Heating		% Total of Low Bid
					Cost/Unit	Extension	Cost/Unit	Extension	Cost/Unit	Extension	
A-1		<u>BASIN 2 (WEST BASIN) ONLY</u> - Remove and Dispose of existing 304 stainless steel pneumatically driven trac-vac mechanism, 4" diameter polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" 304 stainless steel header pipe assembly, guide rails, local pneumatic control panel, pneumatically operated 4" diameter diaphragm valve and corresponding control air line (hose and hard piping), trac-vac extractor system, extractor boom and trolley assembly, painted metal pipe, and dresser coupling. Remove rust from existing pipe stubbing out from concrete basin wall, cip.	LS	1	\$30,000.00	\$30,000.00	\$23,580.00	\$23,580.00	\$25,000.00	\$25,000.00	10%

Bid Item	Item ID #	Description	Unit	Quantity	Engineer's OPC		TLC		Hays Plumbing & Heating		% Total of Low Bid
					Cost/Unit	Extension	Cost/Unit	Extension	Cost/Unit	Extension	
A-2		BASIN 2 (WEST BASIN) ONLY - Purchase of pneumatically driven trac-vac mechanism, 4" polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" header pipe assembly, guide rails, pneumatic control panel, pneumatically operated 4" fusion bonded epoxy grooved with victaulic coupling diaphragm valve and corresponding control air line, trac-vac extractor system, extractor boom and assembly, cip.	LS	1	\$80,000.00	\$80,000.00	\$82,310.00	\$82,310.00	\$66,350.00	\$66,350.00	36%
A-3		BASIN 2 (WEST BASIN) ONLY - Purchase of uni-strut and anchor bolts & metal support strap, 4" Schedule 40 316 stainless steel pipe, fusion-bonded epoxy dresser coupling, painting, flanged adjustable pipe support, cip.	LS	1	\$35,000.00	\$35,000.00	\$21,000.00	\$21,000.00	\$17,500.00	\$17,500.00	9%
A-4		Installation of all purchased equipment for Basin 2 (West Basin) per construction plans (Bid Items A-2 & A-3), electrical wiring, cip.	LS	1	\$110,000.00	\$110,000.00	\$83,500.00	\$83,500.00	\$46,000.00	\$46,000.00	37%
Additive Alternate Subtotal Bid Items A1-A4						\$255,000.00		\$210,390.00		\$154,850.00	
NMGRT						8.2708%		\$21,090.54		\$17,400.94	
ADDITIVE ALTERNATE A AND NMGRT						\$276,090.54		\$227,790.94		\$167,657.33	

	Denotes a mathematical error in summation of extended costs
	Denotes changes made to Engineer's Estimate via Addendum during Bidding
	Items removed from project

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 30 p.m., June 7, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

TRAC VAC SLUDGE REMOVAL

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: Bohannon Huston, Inc. 425 S. Telshor Blvd., Suite C-103 Las Cruces, NM 88011 phone 575-532-8670

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: TRAC VAC SLUDGE REMOVAL Opening No. 2023-20; 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 By AP
Leo J. Maestas, City Manager

Pamela D. VanBlunk
New Mexico Local Government Law

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tasha Martinez
Tasha Martinez, Finance Director

Helen Vigil
Helen Vigil, Purchasing Officer

Opening No. 2023- 20

Date Issued: 5/16/2023

Published:	<u>Las Vegas Optic</u>	<u>May 19</u> , 2023
	<u>Albuquerque Journal</u>	<u>May 19</u> , 2023
	<u>www.lasvegasnm.gov</u>	<u>May 19</u> , 2023

BIDDER INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (____) _____

FAX NUMBER (____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **TRAC VAC SLUDGE REMOVAL**

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 _____ }

COUNTY OF _____ } ss

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: June 7, 2023; 2: 30 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 TBD, 2023. 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): TRAC VAC SLUDGE REMOVAL

<hr/>	
<hr/>	
A. <hr/>	\$ <hr/>
B. <hr/>	\$ <hr/>
C. <hr/>	\$ <hr/>
D. <hr/>	\$ <hr/>
E. <hr/>	\$ <hr/>
F. <hr/>	\$ <hr/>
G. <hr/>	\$ <hr/>
H. <hr/>	\$ <hr/>
I. <hr/>	\$ <hr/>
J. <hr/>	\$ <hr/>
K. <hr/>	\$ <hr/>
L. <hr/>	\$ <hr/>

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)

ADDENDUM NO. 1
DATE: May 24, 2023
PROJECT NAME: City of Las Vegas Trac Vac Sludge Removal
PROJ. FUND NO. DW-5356
TO: ALL PROSPECTIVE BIDDERS

This Addendum forms a part of the Contract Documents and modifies or supplements the Project Manual or the Drawings as indicated below. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. Bidders shall acknowledge receipt of this Addendum in the appropriate space on the Bid Proposal form.

A. Contract Revisions

1. The City of Las Vegas Issued Request for Bids Document, Page 1, First paragraph, shall be deleted in its entirety and replaced with the following:

"The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., June 20, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices"

The bid opening date and time will be June 20, 2023 at 2:00 PM as stated in EJCDC document C-111.

2. The City of Las Vegas Issued Request for Bids Document, Page 1, Second paragraph shall be deleted in its entirety and replaced with the following:

"The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: Bohannon Huston, Inc., 7500 Jefferson St. NE, Albuquerque, NM 87109, phone: 505-823-100 or <https://bhinc.com/tracker-portal/>"

3. The City of Las Vegas Issued Request for Bids Document, Page 3, TIMETABLE, shall be deleted in its entirety and replaced with the following:

"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 20, 2023: 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 the Bid is projected for TBD, 2023. The successful Bidder will be noticed by mail.

Bohannon Huston, Inc.

By:

Carolyn Pepin, PE

Date

 5/24/23

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 20-Jun-2023

OPENING NO.: 2023-20

TIME: 2:00 PM

DEPARTMENT: WATER TREATMENT PLANT

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

ITEM(S): TRAC VAC SLUDGE REMOVAL

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 TLC Plumbing & Utility	Lot 1 419030.00	✓	✓	✓	✓
	Lot 2 210390.00				
2 Hays Plumbing & Heating	Lot 1 484205.00	✓	✓	✓	✓
	Lot 2 154850.00				
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 Travis Martinez	CLV PVM
2 Russell Shott	TLC Plumbing & Utility
3 Damian J Maestas	utilities Admin
4 Regina Coca	Hays Plumbing
5 [Signature]	CLV Purchasing
6 [Signature]	CLV - Inventory
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: 6-20-23

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 6-20-2023

COPIES TAKEN BY DEPT:

Travis Martinez
DATE: 6-20-2023

COPY

BIDDER INFORMATION

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): TRAC VAC SLUDGE REMOVAL

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 20 day of June, 2023

(SEAL)

Notary Public Signature

My Commission Expires: July 15, 2025

STATE OF NEW MEXICO
NOTARY PUBLIC
REGINA COCA
COMMISSION # 1134910
EXPIRES JULY 15, 2025

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 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 FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. Certificate(s) of Registration with NM Department of Workforce Solutions;
 - H. All forms included in the DWSRF Supplementary Conditions; and
 - I. Resume of Proposed Construction Project Manager and Superintendent.

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Construction Mobilization and Demobilization, compl.	LS	1	\$160,000.00	\$ 160,000.00
2	<u>BASIN 1 (EAST BASIN) ONLY -</u> Remove and Dispose of existing 304 stainless steel pneumatically driven trac-vac mechanism, 4" diameter polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" 304 stainless steel header pipe assembly, guide rails, main control	LS	1	\$25,000.00	\$ 25,000.00

	panel, local pneumatic control panel, pneumatically operated 4" diameter diaphragm valve and corresponding control air line (hose and hard piping), trac-vac extractor system, extractor boom and trolley assembly, painted metal pipe, and dresser coupling. Remove rust from existing pipe stubbing out from concrete basin wall, cip.				
3	<u>BASIN 1 (EAST BASIN) ONLY</u> - Purchase of pneumatically driven trac-vac mechanism, 4" polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" header pipe assembly, guide rails, main control panel, pneumatic control panel, pneumatically operated 4" fusion bonded epoxy grooved with victaulic coupling diaphragm valve and corresponding control air line, trac-vac extractor system, extractor boom and assembly, cip.	LS	1	\$223,705.00	\$ 223,705.00
4	<u>BASIN 1 (EAST BASIN) ONLY</u> - Purchase of uni-strut and anchor bolts & metal support strap, 4" Schedule 40 316 stainless steel pipe, fusion-bonded epoxy dresser coupling, painting, flanged adjustable pipe support, cip.	LS	1	\$17,500.00	\$ 17,500.00
5	Installation of all purchased equipment for Basin 1 (East Basin) per construction plans (Bid Items 3 & 4), electrical wiring, cip.	LS	1	\$58,000.00	\$58,000.00
BASE BID - SUBTOTAL FOR BID ITEMS					\$ 484,205.00
NMGRT @ 8.2708% (EFFECTIVE NMGRRT RATE FOR THE CITY OF LAS VEGAS)					\$ 40,047.63
TOTAL BASE BID PLUS NMGRRT					\$ 524,252.63

ADDITIVE ALTERNATE A: IMPROVEMENTS TO BASIN 2 (WEST BASIN)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
A-1	<u>BASIN 2 (WEST BASIN) ONLY</u> - Remove and Dispose of existing 304 stainless steel pneumatically driven trac-vac mechanism, 4" diameter polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" 304 stainless steel header pipe assembly, guide rails, local pneumatic control	LS	1	\$25,000.00	\$ 25,000.00

EJCDC® C-410, Bid Form for Construction Contract.

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	panel, pneumatically operated 4" diameter diaphragm valve and corresponding control air line (hose and hard piping), trac-vac extractor system, extractor boom and trolley assembly, painted metal pipe, and dresser coupling. Remove rust from existing pipe stubbing out from concrete basin wall, cip.				
A-2	<u>BASIN 2 (WEST BASIN) ONLY</u> - Purchase of pneumatically driven trac-vac mechanism, 4" polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" header pipe assembly, guide rails, pneumatic control panel, pneumatically operated 4" fusion bonded epoxy grooved with victaulic coupling diaphragm valve and corresponding control air line, trac-vac extractor system, extractor boom and assembly, cip.	LS	1	\$66,350.00	\$ 66,350.00
A-3	<u>BASIN 2 (WEST BASIN) ONLY</u> - Purchase of uni-strut and anchor bolts & metal support strap, 4" Schedule 40 316 stainless steel pipe, fusion-bonded epoxy dresser coupling, painting, flanged adjustable pipe support, cip.	LS	1	\$17,500.00	\$ 17,500.00
A-4	Installation of all purchased equipment for Basin 2 (West Basin) per construction plans (Bid Items A-2 & A-3), electrical wiring, cip.	LS	1	\$46,000.00	\$ 46,000.00
ADDITIVE ALTERNATE A - SUBTOTAL FOR BID ITEMS A-1 THRU A-4					\$ 154,850.00
NMGRT @ 8.2708% (EFFECTIVE NMGRT RATE FOR THE CITY OF LAS VEGAS)					\$ 12,807.33
TOTAL OF ADDITIVE ALTERNATE A PLUS NMGRT					\$ 167,657.33

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within 320 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06

of the General Conditions within 350 calendar days after the date when the Contract Times commence to run.

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

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	05/24/2023
2	06/12/2023

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

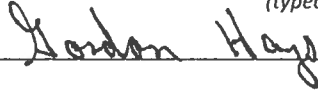
BIDDER hereby submits this Bid as set forth above:

Bidder:

Hays Plumbing & Heating, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name: Gordon Hays

(typed or printed)

Title: President

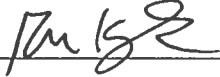
(typed or printed)

Date: 06/20/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Randy Hays

(typed or printed)

Title: Treasurer

(typed or printed)

Date: 06/20/2023

(typed or printed)

Address for giving notices:

600 Railroad Ave Las Vegas, NM 87701

Bidder's Contact:

Name: Randy Hays

(typed or printed)

Title: Treasurer/ Project Manager

(typed or printed)

Phone: 505-425-7535

Email: hays_plumbing@hotmail.com

Address:

600 Railroad Ave Las Vegas, NM 87701

Bidder's Contractor License No.: (if applicable) 8243

BID BOND (PENAL SUM FORM)

Bidder Hays Plumbing & Heating, Inc Name: Address (<i>principal place of business</i>): PO Box 1420 Las Vegas, NM 87701	Surety Granite Re, Inc. Name: Address (<i>principal place of business</i>): 14001 Quailbrook Dr Oklahoma City, OK 73134
Owner Name: City of Las Vegas Address (<i>principal place of business</i>): 1700 N Grand Ave Las Vegas, NM 87701	Bid City of Las Vegas Trac Vac Sludge Removal Bid Due Date: June 20th, 2023
Bond Penal Sum: Five Percent (5%) of the Amount Bid Date of Bond: June 20th, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Hays Plumbing & Heating, Inc	Surety Granite Re, Inc.
By: <u><i>Gordon Hays</i></u> <small>(Full formal name of Bidder)</small> <small>(Signature)</small>	By: <u><i>Maria Y Ankeny</i></u> <small>(Full formal name of Surety) (corporate seal)</small> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Gordon Hays</u> <small>(Printed or typed)</small>	Name: <u>Maria Y Ankeny</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u><i>Pandy Hays</i></u> <small>(Signature)</small>	Attest: <u><i>Joe Cito</i></u> <small>(Signature)</small>
Name: <u>Pandy Hays</u> <small>(Printed or typed)</small>	Name: <u>Joe Cito</u> <small>(Printed or typed)</small>
Title: <u>Treasurer</u>	Title: <u>Witness</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; JOSEPH A. MENICUCCI its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; JOSEPH A. MENICUCCI may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

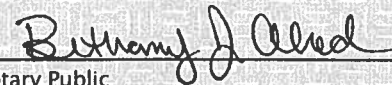

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of June, 2023




Kyle P. McDonald, Assistant Secretary

SUBCONTRACTORS LISTING AND WSD (DOL) REGISTRATION

Project: City of Las Vegas Trac Vac Sludge Removal

Project No. DW-5356

1.0 SUBCONTRACTORS LISTING FOR COMPLIANCE WITH THE SUBCONTRACTORS FAIR PRACTICES ACT AND WSD (DOL) REGISTRATION

1.1 To be fully executed and included with Bid as a condition of the Bid pursuant to §13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractors Fair Practices Act.

1.2 Pursuant to §13-4-34 NMSA 1978 all Subcontractors providing services valued at \$5,000 or more (listing threshold) for this project shall be listed below.

1.3 See §13-4-36 NMSA 1978 for rules regarding changes in this list after bidding.

1.4 Pursuant to §13-4-13.1 NMSA 1978 any contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor (DOL)). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the WSD.

<u>Trade (list by trade)</u>	<u>Firm Name and Address</u>	<u>Workforce Solutions Dept. Registration No.</u>	<u>Dollar</u>
<u>Electrical</u>	WSD Registration & DUNS No. <u>WSD#002306020110816</u> <u>DUNS#96-833-9374</u> <u>The Electric Horseman, Inc.</u> <u>14 B Rudolph Dr Las Vegas, NM 87701</u>		<u>\$31,500.00</u>
<u>Coating</u>	WSD Registration & DUNS No. <u>WSD#0100272009073</u> <u>DUNS#97-659-056</u> <u>Bogan Brothers Painting Co. Inc</u> <u>3435 Vassar Dr. NE Albuquerque, NM 87107</u>		<u>\$8,500.00</u>
	WSD Registration & DUNS No. _____ _____ _____ _____		
	WSD Registration & DUNS No. _____ _____ _____ _____		
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BIDDER QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Hays Plumbing & Heating, Inc.		
Corporate Office			
Name:	Gordon Hays	Phone number:	505-425-7535
Title:	President	Email address:	hays_plumbing@hotmail.com
Business address of corporate office:	600 Railroad Ave		
	Las Vegas, NM 87701		
Local Office Same as above			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	01/01/1964	State in which Business was formed:	NM
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

BIDDER QUALIFICATIONS STATEMENT

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Gordon Hays	Title:	President
Authorized to sign contracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority: \$ No Limit	
Name:	Jason Dale	Title:	Vice President
Authorized to sign contracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority: \$ No Limit	
Name:	Randy Hays	Title:	Treasurer
Authorized to sign contracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority: \$ No Limit	
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Contractors License		
Licensing Agency:	State of New Mexico		
License No:	8243	Expiration Date:	08/31/2024
Name of License:	Business License		
Licensing Agency:	City of Las Vegas		
License No:	0917	Expiration Date:	12/31/2023

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Richard Dale	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Construction Safety Health	Osha	

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Downey and Company	1.03	12.02	49,922	1.08	0	59,861	.79	0	63,742

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Community 1st Bank		
Business address:	518 Douglas Ave Las Vegas, NM 87701		
Date of Business's most recent financial statement:	12/31/2022	<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:	12/31/2022	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			1.09
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			.70

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Granite Re, Inc		
Surety is a corporation organized and existing under the laws of the state of:	Oklahoma		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	14001 Quailbrook Dr		
	Oklahoma City, OK 73134		
Physical Address (principal place of business):	14001 Quailbrook Dr		
	Oklahoma City, OK 73134		
Phone (main):	405-752-2600	Phone (claims):	405-752-2600

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Mountain States Insurance Group		General Liability, Property, Auto, Umbrella	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	PO Box 302		
	Marietta, PA 17547-0302		
Physical Address (principal place of business):	1195 River Road		
	Marietta, PA 17547-0302		
Phone (main):	800-877-0600	Phone (claims):	800-877-0600

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	6 Million
Estimate of revenue for the previous year:	6 Million

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:	59	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

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

RICHARD DALE

Route 1, Box 372

Las Vegas, NM 87701

(505) 425-7535 (w)

Education

Santa Fe High School (Santa Fe, NM) Graduated

Licenses and Certificates

Journeyman Plumber License #JPG 06832

Work Experience

1984-present Hays Plumbing & Heating, Inc.

2000-present - Safety Manager

- Provide safety training to personnel
- Attend regular training

1989 – present – Journeyman Plumber

Job Highlights

Blue Hole Dive/Civic Center – Santa Rosa, New Mexico

Mora County New Complex – Mora, New Mexico

New Mexico Highlands University, Misc Buildings – Las Vegas, New Mexico

Raton Aquatic Center - Raton, New Mexico

Costilla Lodge @ Vermejo Park – Raton, New Mexico

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)

ES01, ES03, ES04, ES05
ES06 GA01, GB98, GF02
GF03, GF04, GF05, GF09
GF98 MM98



Chris Bailey
DIRECTOR

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

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION

LP

LICENSE NUMBER

15877

HAYS PLUMBING & HEATING INC

600 RAILROAD

LAS VEGAS, NM 87701

Chris Bailey

DIRECTOR



EXPIRES

06/30/2023

CLASSIFICATION(S)

04, 05, 04, 05

This card is now and shall remain property of Construction Industries Division and shall be surrendered at any time upon demand.

CITY OF LAS VEGAS, NEW MEXICO BUSINESS LICENSE/REGISTRATION

BUSINESS: HAYS PLUMBING & HEATING, INC.

LICENSE # 0917

ADDRESS: LAS VEGAS, NEW MEXICO 87701

2021

2022

2017

2018

2019

2020

APPROVED

COMMUNITY DEVELOPMENT

BUSINESS OWNER

2023

LAS VEGAS
NEW MEXICO

Old Trails, New Adventures

Tonita Gurulé-Girón

Tonita Gurulé-Girón
MAYOR

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

Sophisticated Clerk
Clerk of 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: 1/3/2023

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 & Industry Division, Public Works, 121 E. Palace Ave. Ste. 100, Las Vegas, NM 87701, (505) 841-4440

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.

DOWNEY & COMPANY
CONTRACT BONDS AND INSURANCE

March 2nd, 2023.

RE: Hays Plumbing & Heating, Inc.

To Whom It May Concern:

As requested, following are your Work Comp Experience Modification Rates for the current and previous three year period:

2022/2023	1.03
2021/2022	1.08
2019/2020	1.09

Please do not hesitate to call if you should need any further information.

Sincerely,


Maria Y. Ankeny

HAYS PLUMBING AND HEATING, INC.

FINANCIAL STATEMENTS WITH SUPPLEMENTAL INFORMATION

FOR THE YEAR ENDED DECEMBER 31, 2021



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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Hays Plumbing and Heating, Inc.
Las Vegas, New Mexico

We have reviewed the accompanying financial statements of Hays Plumbing and Heating, Inc. (Corporation) which comprise the balance sheet as of December 31, 2021 and the related statements of income and changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the company's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

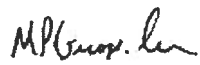
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the schedules on pages 21-28 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.



Albuquerque, NM
April 4, 2022

HAYS PLUMBING AND HEATING, INC.
BALANCE SHEET
December 31, 2021

ASSETS

CURRENT ASSETS

Accounts receivable - trade	\$ 1,476,098
Other receivables	3,670
Income and payroll tax receivable	199,395
Contract assets	47,555
Inventory	324,650
Prepaid expenses and deposits	4,309
Total current assets	<u>2,055,677</u>

PROPERTY AND EQUIPMENT

Office furniture & equipment	61,179
Shop equipment	2,227,982
Heavy equipment	41,587
Vehicles	1,213,653
Leasehold improvements	<u>239,583</u>
	3,783,984
Less accumulated depreciation	<u>(2,824,012)</u>
Net property and equipment	<u>959,972</u>

OTHER ASSETS

Cash value of life insurance	83,459
Due from related parties	<u>81,218</u>
Total other assets	<u>164,677</u>

TOTAL ASSETS	<u><u>\$ 3,180,326</u></u>
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HAYS PLUMBING AND HEATING, INC.
BALANCE SHEET (CONTINUED)
December 31, 2021

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Net bank overdraft	\$ 195,686
Accounts payable - trade	1,022,022
Accrued liabilities	155,323
Contract liabilities	24,647
Line of credit	393,160
Current portion of long-term debt	155,374
Total current liabilities	<u>1,946,212</u>

LONG-TERM LIABILITIES

Deferred income taxes	53,000
Long-term debt, less current portion above	<u>274,153</u>
Total long-term liabilities	<u>327,153</u>

Total Liabilities	<u>2,273,365</u>
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STOCKHOLDERS' EQUITY

Common stock; par value \$1 per share; 250,000 authorized; 29,009 issued	29,009
Additional paid in capital	3,701
Retained earnings	<u>874,251</u>
Total stockholders' equity	<u>906,961</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u><u>\$ 3,180,326</u></u>
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The Accompanying Notes are an Integral Part of These Financial Statements

HAYS PLUMBING AND HEATING, INC.
STATEMENT OF INCOME (LOSS)
For the Year Ended December 31, 2021

	<u>Amount</u>	<u>Percent</u>
Construction Revenues	\$ 5,041,449	
Other Revenues	<u>710,088</u>	
	5,751,537	100.0
Cost of Construction	<u>5,672,233</u>	<u>98.6</u>
Gross Profit	79,304	1.4
General and Administrative Expenses	<u>644,724</u>	<u>11.2</u>
Operating Loss	<u>(565,420)</u>	<u>(9.8)</u>
Other Income (Expense):		
Interest income	113	-
Employer retention credits	160,197	2.8
Gain on sale of equipment	34,490	0.6
Interest expense	<u>(57,240)</u>	<u>(1.0)</u>
	<u>137,560</u>	<u>2.4</u>
Net Loss before Taxes	(427,860)	(7.4)
Tax benefit	<u>138,380</u>	<u>2.4</u>
Net Loss	<u>\$ (289,480)</u>	<u>(5.0)</u>

The Accompanying Notes are an Integral Part of These Financial Statements

HAYS PLUMBING AND HEATING, INC.
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock		Retained	Additional	
	Amount	Shares	Earnings	paid-in	Total
				capital	
Balance, December 31, 2020	\$ 29,009	29,009	\$ 1,163,731	\$ 3,701	\$ 1,196,441
Net loss for the year	-	-	(289,480)	-	(289,480)
Balance, December 31, 2021	<u>\$ 29,009</u>	<u>29,009</u>	<u>\$ 874,251</u>	<u>\$ 3,701</u>	<u>\$ 906,961</u>

The Accompanying Notes are an Integral Part of These Financial Statements

HAYS PLUMBING AND HEATING, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2021

Cash Flows From Operating Activities	
Cash received from customers	\$ 5,612,109
Cash paid to suppliers, subcontractors, and employees	(5,840,396)
Interest received	113
Interest paid	(57,240)
Franchise taxes	(50)
Net cash used by operating activities	<u>(285,464)</u>
Cash Flows From Investing Activities	
Equipment purchases	(43,935)
Proceeds on sale of assets	76,522
Additional note receivable borrowings	(326)
Net cash provided by investing activities	<u>32,261</u>
Cash Flows From Financing Activities	
Proceeds from loans	101,560
Net payments on line of credit	(100,629)
Principal payments on long-term debt	(193,671)
Net cash used by financing activities	<u>(192,740)</u>
Cash and Cash Equivalents	
Net decrease during the period	(445,943)
Cash, Beginning of Year	<u>250,257</u>
Cash (Overdraft), End of Year	<u>\$ (195,686)</u>

The Accompanying Notes Are an Integral Part of These Financial Statements

HAYS PLUMBING AND HEATING, INC.
STATEMENT OF CASH FLOWS (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2021

Net Cash From Operating Activities	
Net Loss	\$ (289,480)
Adjustments to reconcile net income to net cash used by operating activities:	
Depreciation	182,202
Gain on disposal	(34,490)
Deferred income taxes	(99,232)
Change in cash surrender value	(52,861)
Changes in assets - (increase) decrease:	
Accounts receivable trade	(377,383)
Other receivables	(1,380)
Income and payroll tax receivable	(199,395)
Contract assets	290,274
Inventory	(98,087)
Prepaid expense and deposits	20,662
Changes in liabilities - increase (decrease):	
Accounts payable	317,100
Accrued liabilities	107,545
Contract liabilities	(50,939)
Net cash used by operating activities	<u>\$ (285,464)</u>

The Accompanying Notes Are an Integral Part of These Financial Statements

HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Company's activities. Hays Plumbing and Heating, Inc (Company) was founded in 1964 in Las Vegas, New Mexico, and primarily serves customers located in Las Vegas, New Mexico. The Company is engaged in the business of plumbing and mechanical contracting which includes the installation and repair of plumbing and heating systems in residential and commercial buildings, water well drilling, water line construction and retail sales of plumbing and hardware supplies. The work is performed under cost-plus-fee contracts, fixed-price contracts, and fixed-price contracts modified by incentive and penalty provisions. Work is performed in and around Las Vegas, New Mexico.

Use of estimates. The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to the percentage of completion method, allowance for doubtful accounts and accrued expenses.

Revisions in estimated revenue from contracts are made in the year in which circumstances requiring the revision become probable.

Revenue and cost recognition. In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2020, the first day of the Company's fiscal year. As part of the adoption of the ASU, the Company elected to use the following transition practical expedients: (i) completed contracts that begin and end in the same annual reporting period have not been restated; (ii) the Company used the known transaction price for completed contracts; and (iii) the Company has reflected the aggregate of all contract modifications that occurred prior to the date of initial application when identifying the satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price. The majority of the Company's revenue is recognized at a point in time based on the transfer of control. Revenue recognized over time primarily consists of performance obligations that are satisfied within one year or less. In addition, the modifications are generally minimal. For these reasons, there is not a significant impact as a result of electing this transition. The adoption of this ASU did not have a significant impact on the Company's financial statements. The majority of the Company's revenue arrangements generally consist of a single performance obligation to transfer promised goods or services. Based on the Company's evaluation process and review of its contracts with customers, the timing and amount of revenue recognized previously is consistent with how revenue is recognized under the new standard. No changes were required to previously reported revenues as a result of the adoption.

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company uses the input method as it recognizes revenue based upon contract costs that include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

For contracts that are within the scope of FASB ASC 606. The ASU and all the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue as the Company satisfies a performance obligation.

Performance Obligations and Recognition Method

The Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The Company's evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of the Company's contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct. However, occasionally the Company has contracts with multiple performance obligations.

For contracts with multiple performance obligations, the Company allocates the contract's transaction price to each performance obligation using the observable stand-alone selling price, if available, or alternatively the best estimate of the stand-alone selling price of each distinct performance obligation in the contract. The primary method used to estimate stand-alone selling price is the expected cost plus a margin approach for each performance obligation.

Revenue related to contracts with customers is recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress).

Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs with revenue recognized to the extent of such costs without any profit and include items such as uninstalled materials and re-work.

Contract revenues are primarily derived from fixed-price construction contracts. The Company has determined that generally these fixed-price construction projects provide a distinct service and, therefore, qualify as one performance obligation as the promise to transfer the individual goods or

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

services are not separately identifiable from other promises in the contracts and, therefore, not distinct. Revenue is recognized over time, because of the continuous transfer of control to the customer as work is performed at the customer's site and, therefore, the customer controls the asset as it is being constructed. The cost-to-cost measure of progress best depicts the transfer of control of assets to the customer, which occurs as costs are incurred.

Revenues from time-and-material contracts are billed to customers as work is performed. The Company determined that generally time-and-material contracts contain a single performance obligation as the services and maintenance provided by the contracts are considered a series that are substantially the same and have the same pattern of transfer to the customer. The performance obligation is considered to be satisfied over time since the customer simultaneously receives and consumes the benefits of the time-and-material contracts.

Cost of revenues earned include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. The cost of significant uninstalled materials, re-work, or scrap is generally excluded from the cost-to-cost measure of progress as it is not proportionate to the entity's progress in satisfying the performance obligation. Costs to fulfill a contract, including mobilization costs, prior to substantive work beginning are capitalized as incurred and amortized over the expected duration of the contract. During the year ended December 31, 2021, the Company amortized to cost of contracts \$0 of the capitalized costs to fulfill contracts. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

The Company's contracts may include retention provisions to provide assurance to customers that the Company will perform in accordance with the contract terms. The retention provisions are not considered a significant financing component. The balances billed but not paid by customers pursuant to these provisions generally become due upon completion and acceptance of the project by the customer. The Company has determined that there are no significant financing components included in construction contracts as of December 31, 2021.

Contract Estimates including Claims, Unapproved Change Orders and Variable Consideration

Accounting for long-term contracts with customers involves the use of various techniques to estimate total transaction price, total estimated costs at completion, and progress toward satisfaction of performance obligations which are used to recognize revenue earned. Unforeseen events and circumstances can alter the estimate of the costs associated with a particular contract. Total estimated costs at completion, can be impacted by changes in productivity, scheduling, the unit cost of labor, subcontracts, materials, and equipment.

Additionally, external factors such as weather, customer needs, customer delays in providing permits and approvals, labor availability, governmental regulation and politics may affect the progress of a project's completion, and thus the timing and amount of revenue recognition. To the extent that original cost estimates are modified, estimated costs to complete increase, delivery schedules are delayed, or progress under a contract is otherwise impeded, cash flow, revenue recognition, and profitability from a particular contract may be adversely affected.

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The nature of the Company's contracts gives rise to several types of variable consideration, including contract modifications (unapproved change orders and claims), liquidated damages, volume discounts, performance bonuses, shared savings, incentive fees, and other terms that can either increase or decrease the transaction price. Transaction price for contracts is required to include evaluation of variable consideration to which the Company has an enforceable right to compensation or obligation for a reduction (as for liquidated damages), which can result in increases or decreases to a contract's transaction price. The Company estimates variable consideration as the most likely amount to which it expects to be entitled. The Company includes variable consideration in the estimated transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based largely on an assessment of the anticipated performance and all information (historic, current, and forecasted) that is reason-ably available to the Company. The effect of a change in variable consideration on the transaction price of a performance obligation is recognized as an adjustment to revenue on a cumulative catch-up basis.

Contract modifications can result from changes in contract specifications or requirements that either creates new or changes existing enforceable rights and obligations of the parties to the contract. The Company considers unapproved change orders to be contract modifications for which customers have agreed to changes in the scope of the contract but have not agreed to the price.

The Company considers claims to be contract modifications for which the Company has sought, or will seek, to collect from customers, or others, for customer-caused changes in contract specifications or design, or other customer-related causes of unanticipated additional contract costs on which there is no contractual agreement with the customer for changes in either the scope or price of the contract. Claims can also be caused by non-customer-caused changes, such as weather delays, work stoppages or other unanticipated events.

Costs associated with contract modifications are included in the estimated costs to complete the contracts and are treated as project costs when incurred. In most instances, contract modifications are for goods or services that are not distinct and, therefore, are accounted for as part of the existing contract. In those instances, the effect of a contract modification on the transaction price, and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue on a cumulative catch-up basis.

To the extent unapproved change orders and claims reflected in the transaction price are not resolved in the Company's favor, or to the extent other contract provisions reflected in the transaction price are not earned, there could be reductions in or reversals of previously recognized revenue.

As a significant change in one or more of these estimates could affect the revenue and profitability of the Company's long-term construction contracts, the Company reviews and updates contract-related estimates regularly. The Company recognizes adjustments in estimated revenue on contracts on a cumulative catch-up basis. Under this method, the cumulative impact of the revenue adjustment is recognized in the period the adjustment is identified. Revenue in future periods of contract performance is recognized using the adjusted estimate. If at any time the contract estimates indicate an anticipated loss on a contract, the projected loss is recognized in full, including the reversal of any previously

See Accompanying Independent Accountant's Review Report

HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

recognized profit, in the period it is identified and recognized as an accrued loss on uncompleted contracts on the balance sheet. No adjustments resulting from revisions to estimates on any individual contract was material to the financial statements for the year ended December 31, 2021.

Cash and Cash Equivalents. For purposes of the statement of cash flows, the Company considers short-term highly liquid investments to be cash equivalents provided they are both readily convertible to cash and had an original maturity of three months or less when purchased.

Accounts Receivable - Trade. Account and retainage receivables include billed and unbilled amounts for services provided to customers for which the Company has an unconditional right to payment. Contract receivables are recorded when invoices are issued and are presented in the balance sheet. The Company follows the practice of filing statutory liens on construction projects when collection problems are anticipated. The liens serve as collateral for contract receivables. Accounts receivable - trade are written off when they are determined to be uncollectible based on credit terms with the customer, historical collection information and existing economic conditions. Management does not charge interest on accounts. Management believes that all accounts receivable are fully collectible.

Contract Assets and Liabilities. The timing of when the Company bills their customers on long-term construction contracts is generally dependent upon agreed-upon contractual terms, which may include milestone billings based on the completion of certain phases of the work, or when services are provided. When billings occur subsequent to revenue recognition as a result of contingencies, the result is in unbilled revenue, which is included in contract assets. Additionally, the Company may receive advances or deposits from customers before revenue is recognized, resulting in deferred revenue, which is included in contract liabilities.

Retainage for which the Company has an unconditional right to payment that is only subject to the passage of time is classified as contracts receivable.

Retainage subject to conditions other than the passage of time do not meet the definition of a receivable and is therefore included in contract assets and contract liabilities, as determined on a contract-by-contract basis.

Contract assets represent revenues recognized in excess of amounts paid or payable (contract receivables) to the Company on uncompleted contracts. Contract liabilities represent the Company's obligation to perform on uncompleted contracts with customers for which the Company has received payment or for which contract receivables are outstanding.

Inventory and Stored Materials. Inventory and stored materials are stated at the lower of cost or realizable value. Cost is determined on a first-in, first out basis. There have been no significant changes in the basis for stating inventories.

HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment. All acquisitions of property and equipment and all expenses for repairs, maintenance and betterments that materially prolong the useful lives of assets are capitalized at cost. Depreciation is provided principally on the straight-line method over the estimated useful lives of the assets. Assets are being depreciated over 5-40 years.

The cost of assets sold or otherwise disposed of and the accumulated depreciation thereon are eliminated from the accounts and the resulting gain or loss is reflected in income except for assets traded where no cash is received. Expenditures for maintenance and repairs are charged to income as incurred; replacements and betterments that extend the useful lives are capitalized.

Long-lived assets held and used by the Company are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of long-lived assets may be impaired, an evaluation of recoverability would be performed.

Income Taxes. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are provided for the temporary differences in the financial statement basis of the Company's assets and liabilities and its basis as computed for income tax reporting purposes. The net amount of deferred tax assets and liabilities by jurisdiction is presented as a single noncurrent item on the classified balance sheets.

The Company has differences in computing the book and tax bases of property and equipment; net operating losses to be used in the future; and contract assets and liabilities are not recorded for tax purposes. Deferred tax expense or benefit is the result of the changes in the deferred tax assets and liabilities.

Presentation of gross receipts tax. The State of New Mexico imposes a gross receipts tax on the Company's applicable sales. The Company collects the gross receipts tax from customers and remits the entire amount to the State. The Company's accounting policy is to exclude the tax collected and remitted to the State from revenues and cost of sales.

Advertising costs. The Company expenses all advertising costs in the period in which they are incurred. Advertising costs were \$0 at December 31, 2021.

Warranties. For our construction contracts, the Company provides a two-year warranty covering defects in workmanship; the Company also provide a two-year warranty covering installed materials when the latter are not covered by manufacturer warranties. The Company provide's a one-year warranty on labor and materials on our repair and maintenance contracts, excluding leak repairs, for which the Company provides no warranty. Due to owner, general contractor and manufacturer inspections of work prior to final acceptance, the Company has not experienced material warranty costs for these warranties, and the Company has therefore determined that no accrual for estimated future warranty costs is necessary.

See Accompanying Independent Accountant's Review Report

HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Concluded)

Fair value measurement. Management has determined that all assets and liabilities approximate fair value.

Subsequent events. The financial statements include all events or transactions, including estimates, required to be recognized in accordance with generally accepted accounting principles. Management has determined that there are no unrecognized subsequent events that require additional disclosure.

Management has evaluated subsequent events through April 4, 2022, the date the financial statements were available to be issued.

NOTE B – ACCOUNTS AND RETAINAGE RECEIVABLE

Accounts and retainage receivable is comprised of the following at December 31, 2021:

Completed contracts, net	\$ 1,174,081
Work in process	182,441
Unbilled receivables	116,470
Service receivables	<u>3,106</u>
Accounts and retainage receivable, net	<u>\$ 1,476,098</u>

NOTE C – INVENTORY

Components of inventory are summarized below as of December 31, 2021:

Sales floor retail inventory	\$ 167,636
Shop and yard inventory	<u>157,014</u>
	<u>\$ 324,650</u>

NOTE D – LINE OF CREDIT

The Company has a line of credit of \$600,000 with a bank that matures June 18, 2022 and is collateralized by a life insurance policy, real estate mortgage, and a blanket lien on all inventory, assets and equipment. Interest is payable quarterly at 6%.

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE E – ACCRUED LIABILITIES

Accrued liabilities consist of the following components at December 31, 2021:

Accrued gross receipts tax	\$ 122,171
Accrued payroll and payroll taxes	33,094
Other	58
	<u>\$ 155,323</u>

NOTE F – CONTRACTS IN PROCESS

Costs incurred on uncompleted contracts	\$ 6,171,113
Estimated earnings	567,742
	<u>6,738,855</u>
Less billings to date	(6,715,947)
	<u>\$ 22,908</u>

Contract assets and liabilities as of December 31, 2021:

Contract assets	\$ 47,555
Contract liabilities	(24,647)
	<u>\$ 22,908</u>

NOTE G – CONSTRUCTION REVENUE

Construction revenue is comprised of the following:

Completed Contracts:	
Unearned portion of contracts from prior periods	\$ 1,556,397
Contracts started and completed during the current period	2,040,109
	<u>3,596,506</u>
Contracts in Process:	
Earned portion of contracts in process	2,155,031
	<u>\$ 5,751,537</u>

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE H – DEPRECIATION AND INTEREST EXPENSE

Included in general and administrative expenses and cost of construction are depreciation and interest as follows:

Depreciation Expense:

Cost of Construction	\$ 175,968
General and Administrative	6,234
	<u>\$ 182,202</u>

Interest Expense:

Cost of Construction	\$ -
Other Income and Expense	57,240
	<u>\$ 57,240</u>

NOTE I –SIGNIFICANT CONCENTRATIONS OF RISK

The Company is a contractor and generates essentially all of its revenue from work performed in New Mexico for private companies and governmental organizations.

The maximum potential loss due to credit risk related to financial instruments is the carrying value of accounts receivable – trade.

The Company had three major customers who together accounted for approximately 88% of contract revenues earned for the year ended December 31, 2021. Contract revenues earned and contract receivables from these customers were as follows:

	2021 Revenues	Percentage of Contract Revenues	Contract Receivables 31-Dec-21	Percentage of Receivables
Customer A	\$ 3,393,429	59.00%	\$ 1,040,282	70.47%
Customer B	1,149,075	19.98%	158,629	10.75%
Customer C	543,377	9.45%	149,021	10.09%
	<u>\$ 5,085,881</u>	<u>88.43%</u>	<u>\$ 1,347,932</u>	<u>91.31%</u>

NOTE J – RETIREMENT PLAN

The Company has a 401(k) profit sharing plan (Plan). Eligible employees that are 21 years of age and have 1 year of service can enter the Plan and contribute tax deferred amounts up to the annual federal guidelines.

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE K – LONG-TERM DEBT

Long-term debt consists of the following:

Note payable to bank due in monthly installments of \$11,315 including interest at 6%; collateralized by vehicle; maturing in 2024	\$ 304,836
Note payable to bank due in monthly installments of \$1,916 including interest at 5%; collateralized by two vehicles; maturing in 2026	85,320
Note payable to Ford Motor Credit due in monthly installments of \$719 including interest at 6.84%; collateralized by vehicle; maturing in 2023	16,045
Note payable to Ford Motor Credit due in monthly installments of \$803 including interest at 7.63%; collateralized by vehicle; maturing in 2024	23,326
	<u>429,527</u>
Long-term debt less current portion above	<u>(155,374)</u>
	<u><u>\$ 274,153</u></u>

Principal payments on long-term debt are due as follows for the years ended December 31,

2022	\$ 155,374
2023	171,447
2024	76,745
2025	22,102
2026	3,859
	<u><u>\$ 429,527</u></u>

NOTE L – RELATED PARTY TRANSACTIONS

The Company leases land and a building from a related entity owned by the stockholders on a month-to-month basis for \$5,000 per month. The related party agreed to forego rent in 2021.

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE L – RELATED PARTY TRANSACTIONS (Continued)

The Company leases office space from a stockholder. The lease is a month-to-month lease with payments of \$1,200 per month. The Company paid a total of \$14,400 for rent in 2021.

The Company has a note receivable due from the majority stockholder in the amount of \$44,400. The note is due on demand, non-interest bearing and uncollateralized.

The Company has a note receivable due from an entity that is majority owned by one of the stockholders of the Company. The note receivable had a balance of \$36,818 at December 31, 2021. The note is due on demand, non-interest bearing and uncollateralized.

NOTE M – BACKLOG

Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from signed contractual agreements on which work has not yet begun. The following schedule summarizes changes in contract backlog:

Backlog balance, beginning of year	\$ 2,102,463
New contracts and change orders during the year	4,908,399
	<u>7,010,862</u>
Less contract revenue earned during the year	(5,751,537)
	<u>1,259,325</u>
Additional contracts obtained	75,000
Backlog balance, end of year	<u><u>\$ 1,334,325</u></u>

NOTE N – RISKS AND UNCERTAINTIES

The World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Management believes they are taking appropriate actions to mitigate the negative impact; however, the full impact of COVID-19 is unknown and cannot reasonably estimated as these events are still developing.

**HAYS PLUMBING AND HEATING, INC.
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021**

NOTE O – DEFERRED INCOME TAXES

The deferred tax assets include a federal and state net operating loss carryforward of approximately \$480,000 and \$686,000 as of December 31, 2021. The deferred tax liabilities primarily relate to differences in accelerated tax depreciation methods compared to straight line for book purposes.

Income tax (expense) benefit for the year ended December 31, 2021 consists of the following components:

Current:	
Federal	\$ 38,380
State	-
	<u>38,380</u>
Deferred:	
Federal	81,000
State	19,000
	<u>100,000</u>
Income tax benefit	<u>\$ 138,380</u>

Components of deferred income tax balances at December 31, 2021 consist of the following:

Deferred tax assets:	
Federal	\$ 97,000
State	22,000
	<u>119,000</u>
Deferred tax liabilities:	
Federal	\$ 140,000
State	32,000
	<u>172,000</u>
Deferred income taxes	<u>\$ 53,000</u>

**HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF CONTRACTS IN PROCESS**

Total Contract				From Inception To		
Contract Number	Revenues	Estimated Total Costs	Estimated Gross Profit	Estimated Gross Profit Percent	Revenues Earned	Total Costs Incurred
1695	\$2,547,571	\$2,465,000	\$ 82,571	3.2	\$2,464,947	\$2,385,054
1311	2,362,875	2,104,000	258,875	11.0	2,356,633	2,098,442
2096	1,176,308	1,070,000	106,308	9.0	19,574	17,805
1951	219,444	174,000	45,444	20.7	205,719	163,117
Unit Price	1,691,982	1,506,695	185,287	11.0	1,691,982	1,506,695
	<u>\$7,998,180</u>	<u>\$7,319,695</u>	<u>\$678,485</u>	8.5	<u>\$6,738,855</u>	<u>\$6,171,113</u>

See Accompanying Independent Accountant's Review Report

HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF CONTRACTS IN PROCESS (CONTINUED)

December 31, 2021				At December 31, 2021		
Contract Number	Gross Profit	Billings to Date	Percent Complete	Estimated Cost to Complete	Costs in Excess of Billings and Estimated Earnings	Billings in Excess of Costs and Estimated Earnings
1695	\$ 79,893	\$2,463,321	96.8	\$ 79,946	\$ 1,626	\$ -
1311	258,191	2,310,704	99.7	5,558	45,929	-
2096	1,769	40,248	1.7	1,052,195	-	20,674
1951	42,602	209,692	93.7	10,883	-	3,973
Unit Price	185,287	1,691,982	100.0	-	-	-
	\$ 567,742	\$6,715,947	84.3	\$ 1,148,582	\$ 47,555	\$ 24,647

See Accompanying Independent Accountant's Review Report

HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF REVENUES AND GROSS PROFIT BY CONTRACT

Total Contract				In Process at December 31, 2020		
Contract Number	Contract Amount	Gross Profit	Gross Profit Percent	Construction Revenue	Gross Profit	Gross Profit Percent
In Process at December 31, 2020						
1586	\$ 4,883,763	\$ 450,399	9.2	\$ 3,889,527	\$ 592,337	15.2
1985	533,294	71,633	13.4	2,448	258	10.5
1912	130,546	(22,491)	(17.2)	99,231	11,162	11.2
	<u>5,547,603</u>	<u>499,541</u>	9.0	<u>3,991,206</u>	<u>603,757</u>	15.1
Started and Completed:						
2040	352,982	(47,306)	(13.4)	-	-	-
1998	325,306	119,267	36.7	-	-	-
2091	182,158	44,210	24.3	-	-	-
2066	120,762	35,080	29.0	-	-	-
1990	98,903	24,649	24.9	-	-	-
2044	85,285	(16,117)	(18.9)	-	-	-
1983	77,484	20,091	25.9	-	-	-
2090	63,640	18,505	29.1	-	-	-
2042	34,468	9,934	28.8	-	-	-
Service Work and Small Jobs Under \$25,000, Each	699,121	9,718	1.4	-	-	-
	<u>2,040,109</u>	<u>218,031</u>	10.7	<u>-</u>	<u>-</u>	-
In Process at December 31, 2021:						
1695	2,547,571	82,571	3.2	2,105,280	321,528	15.3
1311	2,362,875	258,875	11.0	2,344,438	267,318	11.4
2096	1,176,308	106,308	9.0	-	-	-
1951	219,444	45,444	20.7	134,106	13,407	10.0
Unit Price	1,691,982	185,287	11.0	-	-	-
	<u>7,998,180</u>	<u>678,485</u>	8.5	<u>4,583,824</u>	<u>602,253</u>	-
	<u>\$15,585,892</u>	<u>\$1,396,057</u>	9.0	<u>\$ 8,575,030</u>	<u>\$1,206,010</u>	14.1

See Accompanying Independent Accountant's Review Report

HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF REVENUES AND GROSS PROFIT BY CONTRACT (CONTINUED)

For the Year Ended December 31, 2021				Deferred to Future		
Contract Number	Construction Revenue	Gross Profit	Profit Percent	Construction Revenue	Gross Profit	Gross Profit Percent
In Process at December 31, 2020:						
1586	\$ 994,236	\$ (141,938)	(14.3)	\$ -	\$ -	-
1985	530,846	71,375	13.4	-	-	-
1912	31,315	(33,653)	(107.5)	-	-	-
	<u>1,556,397</u>	<u>(104,216)</u>	(6.7)	<u>-</u>	<u>-</u>	-
Started and Completed:						
2040	352,982	(47,306)	(13.4)	-	-	-
1998	325,306	119,267	36.7	-	-	-
2091	182,158	44,210	24.3	-	-	-
2066	120,762	35,080	29.0	-	-	-
1990	98,903	24,649	24.9	-	-	-
2044	85,285	(16,117)	(18.9)	-	-	-
1983	77,484	20,091	25.9	-	-	-
2090	63,640	18,505	29.1	-	-	-
2042	34,468	9,934	28.8	-	-	-
Service Work and Small Jobs	-	-	-	-	-	-
Under \$25,000, Each	699,121	9,718	1.4	-	-	-
	<u>2,040,109</u>	<u>218,031</u>	10.7	<u>-</u>	<u>-</u>	-
In Process at December 31, 2021:						
1695	359,667	(241,635)	3.2	82,624	2,678	3.2
1311	12,195	(9,127)	11.0	6,242	684	11.0
2096	19,574	1,769	9.0	1,156,734	104,539	9.0
1951	71,613	29,195	20.7	13,725	2,842	20.7
Unit Price	1,691,982	185,287	11.0	-	-	-
	<u>2,155,031</u>	<u>(34,511)</u>	(1.6)	<u>1,259,325</u>	<u>110,743</u>	8.8
	<u>\$ 5,751,537</u>	<u>\$ 79,304</u>	1.4	<u>\$1,259,325</u>	<u>\$ 110,743</u>	8.8

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF COST OF CONSTRUCTION
FOR THE YEAR ENDED DECEMBER 31, 2021**

	Amount	Percent
Subcontractors	\$ 2,607,545	45.5
Direct labor	1,164,951	20.3
Materials	744,810	12.9
Payroll taxes and benefits	352,057	6.1
Equipment repairs and maintenance	242,877	4.2
Depreciation	175,968	3.1
Fuel, oil and tires	145,182	2.5
Insurance	105,840	1.8
Equipment rental	60,193	1.0
Taxes, licenses, and bonds	46,478	0.8
Other job costs	18,423	0.3
Dues	7,909	0.1
	<u>\$ 5,672,233</u>	<u>98.6</u>

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2021**

	<u>Amount</u>	<u>Percent</u>
Office salaries	\$ 284,000	5.0
Legal and accounting	153,077	2.7
Insurance	50,484	0.9
Bank, credit card, and finance charges	27,516	0.5
Payroll taxes	26,000	0.5
Dues and subscriptions	19,814	0.3
Telephone	17,816	0.3
Rents	14,400	0.3
Utilities	11,909	0.2
Computer support	8,572	0.1
Miscellaneous	7,959	0.1
Office supplies	6,533	0.1
Depreciation	6,234	0.1
Taxes	5,551	0.1
Janitorial	2,250	0.0
Postage and freight	1,515	0.0
Travel	1,094	0.0
	<u>\$ 644,724</u>	<u>11.2</u>

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF ACCOUNTS RECEIVABLE TRADE
FOR THE YEAR ENDED DECEMBER 31, 2021**

City of Las Vegas, New Mexico	\$ 1,040,282
Jaynes Corp	158,629
Franken Construction Co. Inc.	149,021
West Las Vegas Schools	35,299
El Terrero Construction LLC	34,070
Receivables each less than \$25,000, each	<u>58,797</u>
	<u><u>\$ 1,476,098</u></u>

See Accompanying Independent Accountant's Review Report

**HAYS PLUMBING AND HEATING, INC.
SCHEDULE OF ACCOUNTS PAYABLE - TRADE
FOR THE YEAR ENDED DECEMBER 31, 2021**

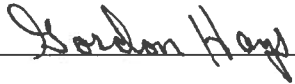
Desert Fox Paving	\$ 274,240
James, Cooke & Hobson, Inc.	114,423
Downey & Company	96,909
Gonzales Mechanical, LLC	78,964
Ferrell Gas	73,586
Chase Credit Card	66,089
Automated Control Systems, Inc.	53,218
Engie Services U.S.	47,455
ABQ Roofing	33,971
Law offices of Mickey Beisman	28,874
Payables less than \$25,000, each	<u>154,293</u>
	<u><u>\$ 1,022,022</u></u>

See Accompanying Independent Accountant's Review Report

BIDDER QUALIFICATIONS STATEMENT

This Statement of Qualifications is offered by:

Business: Hays Plumbing & Heating, Inc.
(typed or printed name of organization)


By: 
(individual's signature)

Name: Gordon Hays
(typed or printed)

Title: President
(typed or printed)

Date: 06/20/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Randy Hays
(typed or printed)

Title: Treasurer/ Project Manager
(typed or printed)

Address for giving notices:

600 Railroad Ave Las Vegas, NM 87701

Designated Representative:

Name: Randy Hays
(typed or printed)

Title: Treasurer/ Project Manager
(typed or printed)

Address: 600 Railroad Ave Las Vegas, NM 87701

Phone: 505-425-7535

Email: hays_plumbing@hotmail.com

BIDDER QUALIFICATIONS STATEMENT

Schedule A—Current Projects **See Attached**

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name				Safety Manager	
				Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name				Safety Manager	
				Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Project Superintendent	
Name				Safety Manager	
				Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

BIDDER QUALIFICATIONS STATEMENT

Schedule A—Current Projects

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
2023	Name: State of New Mexico Address: Telephone:	Name: Company: Telephone:	\$ 429,507.00	5%	Coyote Creek State Park
2023	Name: San Miguel County Address: Telephone:	Name: Company: Telephone:	\$ 431,436.00	0%	SMC NE Regional Crisis & Treatment Center
2023	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 106,770.00	5%	Tucumcari Baseball Field
2022	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: 575-461-0181	\$ 1,266,760.47	80%	Hot Springs Boulevard Water and Sewer Utility Improvements
2022	Name: Tucumcari Public Schools Address: 700 W Amaraosa Ave Tucumcari, NM 88401 Telephone:	Name: Company: Telephone:	\$ 1,086,444.00	5%	Tucumcari ES HVAC Replacement
2021	Name: Jaynes Corp Address: 2906 Broadway NE Albuquerque, NM 87107 Telephone:	Name: Company: Hartman+Majewski Design Group Telephone:	\$ 1,176,308.00	50%	NM State Police - District 1 Headquarters
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	50%	Taos County CN 5100750 Utility Work

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.

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BIDDER QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects **See Attached**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

BIDDER QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects

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: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$313,741.00	NMDOT Lift Station Improvements Utility Work	Very happy with the work that was performed by our company
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	Dee Bibb Lift Station Improvements Utility Work	Very satisfied with the work that was performed by our company
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	National Avenue/Bridge Street Improvements Utility Work	Very pleased with the work that was performed by our company
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: 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	LVCS Los Ninos Phase 2 Plumbing and Utilities	Very pleased with the work that was performed by our company
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	West Las Vegas Baseball Field Complex Drainage Project Excavation	Very delighted 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: Jonah Ruybalid Company: Molzen Corbin Telephone: 505-242-5700	\$507,429.45	Mountain View, Keen Street and West National Avenue Roadway Phase 1 Improvements Road Work	Very happy with the work that was performed by our company

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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BIDDER QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects **See Attached**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

BIDDER QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects

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
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 Bi 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: 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	New Meadows Long Term Care Facility Phase 3- Utility & Plumbing Work	Very delighted with the work that was performed by our company
2019	Name: Pendaries Village MDWCA Address: PO Box 863 Rociada, NM 87742 Telephone:	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 Telephone: 505-896-8769	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

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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and American Society of Civil Engineers. All rights reserved.

BIDDER QUALIFICATIONS STATEMENT

Schedule C—Key Individuals

Project Manager			
Name of individual		Randy Hays	
Years of experience as project manager		35	
Years of experience with this organization		35	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Randy Hays	
Years of experience as project superintendent		35+	
Years of experience with this organization		35+	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

BIDDER QUALIFICATIONS STATEMENT

Safety Manager			
Name of individual		Richard Dale	
Years of experience as project manager		40	
Years of experience with this organization		40	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Randy Hays	
Years of experience as project superintendent		35	
Years of experience with this organization		35	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Schedule A and Schedule B		See Schedule A and Schedule B	See Schedule A and Schedule B
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Schedule A and Schedule B	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Proposer seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer 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 or 2) a prospective Proposer fails to submit a fully completed disclosure statement pursuant to the law.

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 Proposer.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER 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 Proposer 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

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

"Representative of a prospective Proposer" 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 Proposer.

Name(s) of Applicable Public Official(s) if any: the current City of Las Vegas Council

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution Made By: _____

Relation to Prospective Proposer: _____

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) WERE MADE to an applicable public official by me, a family member or representative.

Gordon Hays
Signature Gordon Hays

06/20/2023
Date

President
Title (Position)

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name _____ Project Number _____
Contract For Trac Vac Sludge Removal 2023-20 DW-5356
Hays Plumbing & Heating, Inc.

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

A. EQUAL EMPLOYMENT OPPORTUNITY:

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

B. NONSEGREGATED FACILITIES

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

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

Typed Name & Title of Bidder's Authorized Representative _____ Gordon Hays, President

Signature of Bidder's Authorized Representative _____ Date 06/20/2023

Gordon Hays

Hays Plumbing & Heating, Inc.
Name & Address of Bidder _____

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

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

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

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's?
Yes ☒ No___

If yes, name the publications: NMDOT DBE Directory

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

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

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No ☒
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
Yes___ No ☒

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

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes ☒ No___

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

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

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

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$639,055.00

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

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

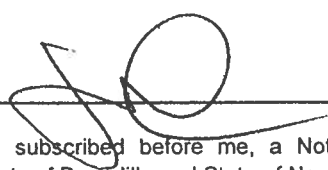
AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO

County of Bernalillo SS

Wayne Barnard, the undersigned, authorized Representative of the Albuquerque Journal, on oath states that this newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Session Laws of 1937, that payment therefore has been made of assessed as court cost; and that the notice, copy of which is hereto attached, was published in said paper in the regular daily edition, for 1 time(s) on the following date(s):

06/09/2023

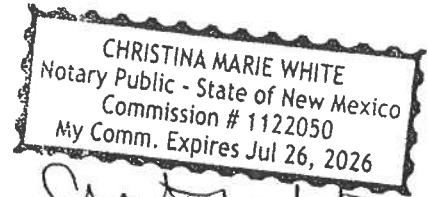

Sworn and subscribed before me, a Notary Public, in and for the County of Bernalillo and State of New Mexico this

9 day of June of 2023

PRICE \$75.90

Statement to come at the end of month.

ACCOUNT NUMBER 1062036



Hays Plumbing & Heating, Inc. ("Hays"), an EEO employer, is requesting quotes from certified DBE/MBE/WBE/SBBA Subcontractors and Suppliers for the City of Las Vegas Trac Vac Sludge Removal in Las Vegas, NM, that bids on Tuesday, June 20, 2023, at 2:00 pm. This project is wholly or partially funded with United States Environmental Protection Agency funds, and therefore must comply with all federal cross-cutting requirements. Neither the United States nor its department's agencies or employees is or will be party to this invitation for bids or any resulting contract. This procurement will be subject to all applicable federal regulations including the Davis Bacon Act requirements. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Bidders for this work will be required to comply with the President's Executive Order No. 11246, as amended.

Email quotes to: hays_plumbin
g@hotmail.com by 5:00pm on
Friday, June 16, 2023.

For info on the project, specs
& contract requirements contact
Randy Hays at (505) 425-
7535

Journal June 9, 2023

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

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

WBE Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Amount: \$

MBE Subcontractor:

Address:

Phone:

Contact Person:

WBE Subcontractor:

Address:

Phone:

Contact Person:

SBRA Subcontractor:

Address:

Phone:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

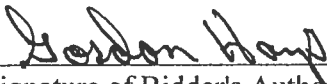
Amount: \$

Amount: \$

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

Gordon Hays, President

Typed Name & Title of Authorized Representative



Signature of Bidder's Authorized Representative

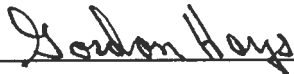
06/20/2023

Date

Davis-Bacon Act Certification

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

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



(Contractor Signature & Date)

Gordon Hays, President

(Owner Signature & Date)



United States Environmental Protection Agency
Washington, DC 20460

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

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

Gordon Hays, President	64-910-391	YJHRBPK2H5B5
Typed Name & Title of Authorized Representative, DUNS Number, and SAM's Registration Number		

Gordon Hays 06/20/2023
Signature of Bidder's Authorized Representative Date

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

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

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

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


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input checked="" type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

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

Prime Contractor Signature	Print Name
	Gordon Hays
Title	Date
President	06/20/2023

Subcontractor Signature	Print Name
N/A	
Title	Date

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

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

Prime Contractor Name Hays Plumbing & Heating, Inc.		Project Name Trac Vac Sludge Removal	
Bid/ Proposal No. 2023-20 DW-5356	Assistance Agreement ID No. (if known)	Point of Contact Randy Hays	
Address 600 Railroad Ave Las Vegas, NM 87701			
Telephone No. 505-425-7535		Email Address hays_plumbing@hotmail.com	
Issuing/Funding Entity:			

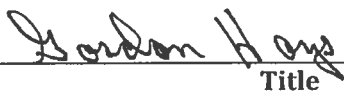
I have identified potential DBE certified subcontractors	___YES	_X/NO	
If yes, please complete the table below. If no, please explain:			
Potential DBE certified subcontractors did not respond to our advertisement			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
N/A			

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.


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

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

Prime Contractor Signature	Print Name
	Gordon Hays
Title	Date
President	06/20/2023

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

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

Prime Contractor Signature	Print Name
	Gordon Hays
Title	Date
President	06/20/2023

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Gordon Hays, President

Typed Name & Title of Contractor's Authorized Representative

Gordon Hays

Signature of Contractor's Authorized Representative

06/20/2023

Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Gordon Hays, President

Typed Name & Title of Contractor's Authorized Representative

Gordon Hays

Signature of Contractor's Authorized Representative

06/20/2023

Date

BID FORM FOR CONSTRUCTION CONTRACT

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

RECEIVED
JUN 20 2023
2:00 PM
US

ARTICLE 1—OWNER AND BIDDER

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

CITY OF LAS VEGAS
PURCHASING DEPT.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. Certificate(s) of Registration with NM Department of Workforce Solutions;
 - H. All forms included in the DWSRF Supplementary Conditions; and
 - I. Resume of Proposed Construction Project Manager and Superintendent.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Construction Mobilization and Demobilization, compl.	LS	1	31,935 ⁰⁰	\$ 31,935 ⁰⁰
2	BASIN 1 (EAST BASIN) ONLY - Remove and Dispose of existing 304 stainless steel pneumatically driven trac-vac mechanism, 4" diameter polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" 304 stainless steel header pipe assembly, guide rails, main control	LS	1	23,580 ⁰⁰	\$ 23,580 ⁰⁰

	panel, local pneumatic control panel, pneumatically operated 4" diameter diaphragm valve and corresponding control air line (hose and hard piping), trac-vac extractor system, extractor boom and trolley assembly, painted metal pipe, and dresser coupling. Remove rust from existing pipe stubbing out from concrete basin wall, cip.				
3	BASIN 1 (EAST BASIN) ONLY - Purchase of pneumatically driven trac-vac mechanism, 4" polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" header pipe assembly, guide rails, main control panel, pneumatic control panel, pneumatically operated 4" fusion bonded epoxy grooved with victaulic coupling diaphragm valve and corresponding control air line, trac-vac extractor system, extractor boom and assembly, cip.	LS	1	277,515 ⁰⁰	\$ 277,515 ⁰⁰
4	BASIN 1 (EAST BASIN) ONLY - Purchase of uni-strut and anchor bolts & metal support strap, 4" Schedule 40 316 stainless steel pipe, fusion-bonded epoxy dresser coupling, painting, flanged adjustable pipe support, cip.	LS	1	21,000 ⁰⁰	\$ 21,000 ⁰⁰
5	Installation of all purchased equipment for Basin 1 (East Basin) per construction plans (Bid Items 3 & 4), electrical wiring, cip.	LS	1	65,000 ⁰⁰	\$ 65,000 ⁰⁰
BASE BID - SUBTOTAL FOR BID ITEMS					\$ 419,030 ⁰⁰
NMGRT @ 8.2708% (EFFECTIVE NMGRRT RATE FOR THE CITY OF LAS VEGAS)					\$ 34,657.13
TOTAL BASE BID PLUS NMGRRT					\$ 453,687.13

ADDITIVE ALTERNATE A: IMPROVEMENTS TO BASIN 2 (WEST BASIN)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
A-1	BASIN 2 (WEST BASIN) ONLY - Remove and Dispose of existing 304 stainless steel pneumatically driven trac-vac mechanism, 4" diameter polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" 304 stainless steel header pipe assembly, guide rails, local pneumatic control	LS	1	23,580 ⁰⁰	\$ 23,580 ⁰⁰

	panel, pneumatically operated 4" diameter diaphragm valve and corresponding control air line (hose and hard piping), trac-vac extractor system, extractor boom and trolley assembly, painted metal pipe, and dresser coupling. Remove rust from existing pipe stubbing out from concrete basin wall, cip.				
A-2	<u>BASIN 2 (WEST BASIN) ONLY</u> - Purchase of pneumatically driven trac-vac mechanism, 4" polyethylene flexible sludge hose, air supply umbilical hose assembly including pneumatic airline encased in polyethylene flexible hose, 4" header pipe assembly, guide rails, pneumatic control panel, pneumatically operated 4" fusion bonded epoxy grooved with victaulic coupling diaphragm valve and corresponding control air line, trac-vac extractor system, extractor boom and assembly, cip.	LS	1	\$ 82,310 ⁰⁰	\$ 82,310 ⁰⁰
A-3	<u>BASIN 2 (WEST BASIN) ONLY</u> - Purchase of uni-strut and anchor bolts & metal support strap, 4" Schedule 40 316 stainless steel pipe, fusion-bonded epoxy dresser coupling, painting, flanged adjustable pipe support, cip.	LS	1	21,000 ⁰⁰	\$ 21,000 ⁰⁰
A-4	Installation of all purchased equipment for Basin 2 (West Basin) per construction plans (Bid Items A-2 & A-3), electrical wiring, cip.	LS	1	83,500 ⁰⁰	\$ 83,500 ⁰⁰
ADDITIVE ALTERNATE A - SUBTOTAL FOR BID ITEMS A-1 THRU A-4					\$ 210,390 ⁰⁰
NMGRT @ 8.2708% (EFFECTIVE NMGRT RATE FOR THE CITY OF LAS VEGAS)					\$ 17,400. ⁹⁴
TOTAL OF ADDITIVE ALTERNATE A PLUS NMGRT					\$ 227,790. ⁹⁴

B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- Bidder agrees that the Work will be substantially complete within **320** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06

of the General Conditions within **350** calendar days after the date when the Contract Times commence to run.

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

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5/24/23
2	6/12/23

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

TLC Company, Inc.
(typed or printed name of organization)

By: Eddie C. Padilla
(individual's signature)

Name: Eddie Padilla
(typed or printed)

Title: President
(typed or printed)

Date: 6/26/23
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Jon Watkins
(typed or printed)

Title: Estimator
(typed or printed)

Date: 6/20/23
(typed or printed)

Address for giving notices:

5000 Edith Blvd. NE
Albuquerque NM 87107

Bidder's Contact:

Name: Eddie Padilla
(typed or printed)

Title: President
(typed or printed)

Phone: 505-761-9696

Email: epadilla@tlcplumbing.com

Address: 5000 Edith Blvd. NE
Albuquerque NM 87107

Bidder's Contractor License No.: (if applicable) 51429

BID BOND (PENAL SUM FORM)

Bidder Name: TLC Company, Inc. Address (principal place of business): 5000 Edith NE Albuquerque, NM 87107	Surety Name: Great American Insurance Company Address (principal place of business): 301 E Fourth Street Cincinnati, OH 45202
Owner Name: City of Las Vegas Address (principal place of business): 1700 N Grand Ave Las Vegas, NM 87701	Bid City of Las Vegas Trac Vac Sludge Removal Project Funding #: DW-5356 Las Vegas, NM. Bid Due Date: June 20, 2023
Bond Penal Sum: Five Percent (5%) of Amount Bid Date of Bond: June 8, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder TLC Company, Inc. By: <u>Eddie C. Padilla</u> <small>(Full formal name of Bidder)</small> <small>(Signature)</small> Name: <u>Eddie Padilla</u> <small>(Printed or typed)</small> Title: <u>President</u> Attest: <u>[Signature]</u> <small>(Signature)</small> Name: <u>Jon Watkins</u> <small>(Printed or typed)</small> Title: <u>Estimator</u>	Surety Great American Insurance Company By: <u>[Signature]</u> <small>(Full formal name of Surety) (Corporate seal)</small> <small>(Signature) (Attach Power of Attorney)</small> Name: <u>Susan D. Martin</u> <small>(Printed or typed)</small> Title: <u>Attorney-In-Fact</u> Attest: <u>[Signature]</u> <small>(Signature)</small> Name: <u>Shelby Heckler</u> <small>(Printed or typed)</small> Title: <u>Account Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name
Susan D. Martin

Address
P.O. Box 3135
Albuquerque, NM 87190-3135

Limit of Power
\$100,000,000.00

Principal: TLC Company, Inc.
Obligee: City of Las Vegas

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of June, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 8th day of June, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of June, 2023.



Stephen C. Beraha

Assistant Secretary

SUBCONTRACTORS LISTING AND WSD (DOL) REGISTRATION

Project: City of Las Vegas Trac Vac Sludge Removal

Project No. DW-5356

1.0 SUBCONTRACTORS LISTING FOR COMPLIANCE WITH THE SUBCONTRACTORS FAIR PRACTICES ACT AND WSD (DOL) REGISTRATION

1.1 To be fully executed and included with Bid as a condition of the Bid pursuant to §13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractors Fair Practices Act.

1.2 Pursuant to §13-4-34 NMSA 1978 all Subcontractors providing services valued at \$5,000 or more (listing threshold) for this project shall be listed below.

1.3 See §13-4-36 NMSA 1978 for rules regarding changes in this list after bidding.

1.4 Pursuant to §13-4-13.1 NMSA 1978 any contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor (DOL)). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the WSD.

<u>Trade (list by trade)</u>	<u>Firm Name and Address</u>	<u>Workforce Solutions Dept. Registration No.</u>	<u>Dollar</u>
<u>Value</u>			

<u>Electrical</u>	WSD Registration & DUNS No. <u>968339374</u>	<u>\$31,000</u>
	<u>The Electric Horseman, Inc</u>	
	<u>14B Rudolph Dr.</u>	
	<u>Las Vegas, NM 87701</u>	<u>002306020110816</u>

<u>Coatings</u>	WSD Registration & DUNS No. <u>DV1FMRYJJHN1</u>	<u>\$9,000</u>
	<u>Bogen Brothers Painting</u>	
	<u>3435 Vasser Dr NE</u>	
	<u>Albuquerque NM 87107</u>	<u>0100272009073</u>

	WSD Registration & DUNS No. _____	_____

	WSD Registration & DUNS No. _____	_____

	WSD Registration & DUNS No. _____	_____

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WSD Registration & DUNS No. _____

WSD Registration & DUNS No. _____

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. NM SRF DBE Form DBE-3
6. NM SRF DBE Form DBE-4
7. SRF Telecom Prohibition Certification
8. American Iron and Steel Certification AIS DWSRF 314

Forms to be provided with every construction pay application:

1. XP-214 Labor Standards Certification
2. AIS Pay Application Certification

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
<http://www.dol.gov/compliance/laws/comp-copeland.htm>
- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf
- Disadvantaged Business Enterprise, 40 CFR Part 33
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40>
- Equal Employment Opportunity, 41 CFR Part 60
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41>
- Labor Standards, 29 CFR Parts 4 & 6
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ac91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29>
- Nondiscrimination, 40 CFR Part 7
<http://www.epa.gov/ocr/docs/40p0007.pdf>
- OMB Circular A-133
http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf
- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
<http://www.epa.gov/region6/6en/w/sw/swcon98.pdf>

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Las Vegas Trac Vac Project Number _____
Contract For Sludge Removal _____

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

A. EQUAL EMPLOYMENT OPPORTUNITY:

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

B. NONSEGREGATED FACILITIES

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

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

Typed Name & Title of Bidder's Authorized Representative Eddie Padilla, President

Signature of Bidder's Authorized Representative Eddie C. Padilla Date 6/20/23

TLC Company, Inc. 5000 Edith Blvd. NE, Albuquerque, NM
Name & Address of Bidder 87107

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

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

If yes, when did you update your MBE/WBE/SBRA solicitation lists? 6/1/23

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

If yes, name the publications: NMDOT - DBE Database

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

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

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes X No
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
Yes X No

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

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

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

Name & Title of Person: _____

Name of MBE/WBE/SBBA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person:

Name of MBE/WBE/SBBA:

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBBA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

\$ 629,420

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

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

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

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

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

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

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

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

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

Eddie Padilla President
Typed Name & Title of Authorized Representative

Eddie C. Padilla
Signature of Bidder's Authorized Representative

6/20/23
Date

Virtual Plan Room Find Contractors

Home > My Deskpad > > Print Friendly Project Detail

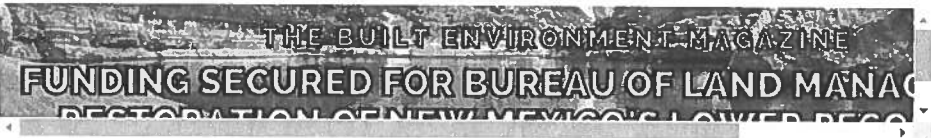
Go Back

TRAC VAC Sludge Removal

Las Vegas, NM (San Miguel_NM Co.)

Scope:

TRAC VAC Sludge Removal



Pre-Bid Information:

Project Notes:

ADDENDUM 2 is available to view/download(posted 6.13 .23)

BIDDERS LIST UPDATED 6.07.2023

MEMO 1 PRE-BID MEETING, SIGN IN SHEET is available to view/download(posted 6.7.23)

ADDENDUM 1 is available to view/download(posted 5.25 .23)

SUBMIT QUESTIONS TO: <https://bhitracker.bhinc.com/BiddingList.aspx>

DEADLINE TO SUBMIT QUESTIONS: 6.09.2023

SUBMIT BIDS TO:

CITY HALL

Attention: Travis Martinez

1700 N. Grand Ave.

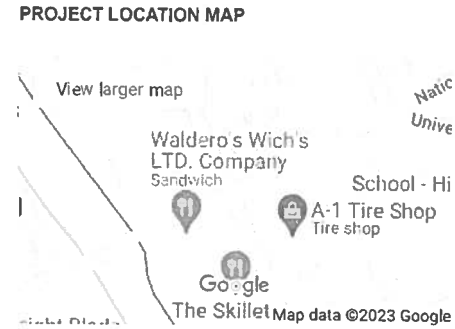
Las Vegas, NM 87701

Bid Security:


5% Bid Bond

Visitors: Total Visits:

Project Information	
PROJECT ID:	2023-3BFA
BID DATE/TIME:	6/20/2023 - 02:00pm MST
ADDENDA COUNT:	2
MEMO COUNT:	1
ESTIMATED COST:	\$716,000
SQ FOOTAGE:	0
OWNER ID:	2023-20
PHASE:	Bidding
STAGE:	Active
STATUS:	Addenda Received
PROJECT TYPE:	Material / Equip / Service / Install
CATEGORY:	Wastewater Treatment
PUBLIC FUNDING:	Yes
OBTAIN PLANS:	Owner / Purchaser / Developer
PRE-BID MEETING	6/6/2023 3:00 PM



First Reported on 5/19/2023 - Last Updated 6/14/2023 Region

 My Notes:

Company Notes:

OWNER / DESIGN TEAM

Owner / Purchaser / Developer (s)

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


COMPANY: (505) 454-1401 CONTACT: Fresquez, Casandra
CONTACT: (505) 454-1401 EMAIL: cfresquez@ci.las-vegas.nm.us
FAX: (505) 425-7335

BIDDERS LIST

Bidding General Contractor (s)

Hays Plumbing & Heating Inc
600 Railroad Ave
Las Vegas, NM 87701-4531

COMPANY: (505) 425-7535 CONTACT: Randy Hays
CONTACT: (505) 425-7535 EMAIL: hays_plumbing@hotmail.com
FAX:

TLC Plumbing & Utility  REMOVE
5000 Edith Blvd NE
Albuquerque, NM 87107-4125

COMPANY: (505) 761-9696 CONTACT: Watkins, Jon
CONTACT: (505) 944-9509 EMAIL: jwatkins@tlcplumbing.com
FAX: (505) 761-9875

Bids from MBE, WBE, DBE enterprises encouraged

Timely, Reliable Construction News Since 1949

4901 Mcleod Rd NE, Ste 200A Albuquerque, NM 87109 | Phone: (505) 243-9793 Fax:(505) 242-4758 Toll-Free 1 (877) 292-5739

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TLC PLUMBING & UTILITY, an EEO Employer, requests quotations from SBE / DBE / MBE / WBE Subcontractors and Suppliers for the City of Las Vegas Trac Vac Sludge Removal, bidding on June 20, 2023, at 2:00 PM. Please send your quotations to Jon Watkins at jwatkins@tlcplumbing.com or by fax at 505-761-5559. Quotes will be accepted up until June 19, 2023 at 2:00 PM. Plans, Specifications, and other Contract Documents, including instructions to Bidders and Bid Forms may be obtained online by accessing <https://bhidracker.bhinc.com/BiddingList.aspx>. For additional information, please call Jon Watkins at TLC Plumbing & Utility at 505-944-9509.

Journal: June 11, 2023

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO

County of Bernalillo SS

Wayne Barnard, the undersigned, authorized Representative of the Albuquerque Journal, on oath states that this newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Session Laws of 1937, that payment therefore has been made of assessed as court cost; and that the notice, copy of which is hereto attached, was published in said paper in the regular daily edition, for 1 time(s) on the following date(s):

06/11/2023

Sworn and subscribed before me, a Notary Public, in and for the County of Bernalillo and State of New Mexico this

12 day of June of 2023

PRICE \$51.25

Statement to come at the end of month.

ACCOUNT NUMBER 1009989

CHRISTINA MARIE WHITE
Notary Public - State of New Mexico
Commission # 1122050
My Comm. Expires Jul 26, 2026

Christina Marie White

Davis-Bacon Act Certification

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

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

Eddie C. Padilla 6/20/23

(Contractor Signature & Date)

(Owner Signature & Date)

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

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

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

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

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

Eddie Pachilla President 198516065
Typed Name & Title of Authorized Representative, DUNS Number, and SAM's Registration Number

Eddie C. Pachilla 6/24/23
Signature of Bidder's Authorized Representative Date

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

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

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

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

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

DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____	Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown
---	---

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

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

Prime Contractor Signature	Print Name
<i>Eddie C. Padilla</i>	<i>Eddie Padilla</i>
Title	Date
<i>President</i>	<i>6/20/23</i>

Subcontractor Signature	Print Name
Title	Date

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

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

Prime Contractor Name <i>TLC Company Inc</i>		Project Name <i>Las Vegas Trac Vac Sludge Removal</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Eddie Padilla</i>	
Address <i>5000 Edith Blvd. NE, Albuquerque, NM 87107</i>			
Telephone No. <i>505-761-9696</i>		Email Address <i>epadilla@tlcplumbing.com</i>	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	<u>X</u> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205 or certified by EPA. New Mexico State Revolving Loan Funds accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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

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

Prime Contractor Signature	Print Name
<i>Eddie C. Padilla</i>	<i>Eddie Padilla</i>
Title	Date
<i>President</i>	<i>6/20/23</i>

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

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

Prime Contractor Signature	Print Name
<i>Eddie C. Padilla</i>	<i>Eddie Padilla</i>
Title	Date
<i>President</i>	<i>6/26/23</i>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Telecommunication and Video Surveillance Services Prohibition Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "Prohibition on Certain Telecommunication and Video Surveillance Services (2 CRF 200.216);" that prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by **recipients and subrecipients** to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management (Sam.gov) exclusion list.

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- automatic meter reading (AMR) technology and advanced metering infrastructure (AMI).
- Instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls).
- Security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible
- SRF costs, and the SRF programs cannot reimburse borrowers for these costs.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Eddie Padilla President

Typed Name & Title of Contractor's Authorized Representative

Eddie C. Padilla

Signature of Contractor's Authorized Representative

6/20/23

Date

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of _____ ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Eddie Padilla President
Typed Name & Title of Contractor's Authorized Representative

Eddie C. Padilla
Signature of Contractor's Authorized Representative

6/26/23
Date

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

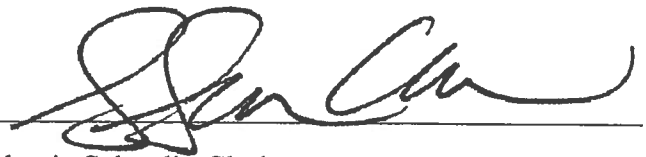
Issued to: **TLC COMPANY INC**

DBA: **TLC PLUMBING & UTILITY**
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4125

Expires: **02-Dec-2023**

Certificate Number:

L0058687152



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that
TLC Company, Inc.

TLC Plumbing & Utility
5000 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-4125

has registered with the Department of Workforce Solutions

Registration Date: 5/11/2022

Registration Number: 0191742011629

**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

Nichelle Lujan Grisham
Governor

Clay Bailey
Director

Marguerite Salazar
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerrillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **TLC PLUMBING & UTILITY**
PERMANENT LICENSE #51429

Located At: **5000 EDITH BLVD NE, ALBUQUERQUE, NM 87107**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of
EE98, GA01, GA98, GB98, GF02, GF04, GF08, GF09, GF98,
MM01, MM02, MM03, MM98

And to permit or contract projects singly in New Mexico of a dollar amount up to:
UNLIMITED

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on
05/31/1993

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

TLC PLUMBING & UTILITY

LICENSE NUMBER

51429

Qualifying Party(S)

KEY JOHN

BAUGHMNA BRIAN

NIETO FRANK

BALLOG LEVI, JOHNSON TRACY, BURNETT RONALD P., FOSTER DAVID G.,

ARMSTRONG DALE, HOFFMAN BOB, GOBER JAY, DICKINSON BURR WALTER,

GUERRA KEITH, CASEY CHAD, CLEGHORN GAVIN, GROGAN DAVID,

ULIBARRI PETE, JUSTICE THOMAS, GIBSON TRAVIS, FLORES-SEGURA HUGO

EXPIRES

05/31/2023

CLASSIFICATION(S)

EE98, GA01, GA98, GB98,

GF02, GF04, GF08, GF09,

GF98, MM01, MM02, MM03,

Signature of Contractor

This certificate is now and shall remain in full force and effect until the expiration date hereon.

Clay Bailey
DIRECTOR

Clay Bailey
Clay Bailey
Director

upon demand. This certificate is not valid for use in any other state.



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

T L C COMPANY, INC.

1604974

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Profit Corporation, under the

Business Corporation Act

53-11-1 to 53-18-12 NMSA 1978

having filed its Articles of Incorporation on March 10, 1993, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **March 24, 2022**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

**Maggie Toulouse Oliver
Secretary of State**

Certificate Validation #: 0063971

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under **Certificate Validation**.



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

March 24, 2022

Business ID #: 1604974

Entity Name: T L C COMPANY, INC.

Filing History

Instrument Number:	1604974
Filed Date:	03/10/1993
Instrument Type:	Certificate Of Incorporation
Instrument Text:	T L C COMPANY, INC. PERPETUAL
Instrument Number:	1604974
Filed Date:	03/10/1993
Instrument Type:	Other/Initial Stock
Instrument Text:	50,000 SHARES COMMON AT \$1.00 PV
Instrument Number:	1604974
Filed Date:	03/05/2019
Instrument Type:	Registered Agent Change
Instrument Text:	

TLC

Plumbing & Utility

*Service
&
Construction*

Resolution of the Board of Directors
of
TLC Plumbing & Utility
January 23, 2007

- I. QUORUM A quorum was declared present based on the presence of the following shareholders:
Dale Armstrong
Ronald Burnett
- II. Purpose of the meeting is to authorize Dale Armstrong to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Dale Armstrong may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no further business, the meeting was duly adjourned.

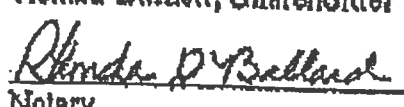

Ronald Burnett, Secretary


Dale Armstrong, Shareholder

1-23-07
Date


Ronald Burnett, Shareholder

1-23-07
Date


Rhonda D. Ballard
Notary

My commission expires:

Jan 23, 2010

Resolution of the Board of Directors
Of
TLC Company Inc.
July 1, 2019

I. QUORUM

A quorum was declared present based on the
Presence of the following shareholders:
Dale Armstrong
Ronald Burnett

- II. Purpose of the meeting is to authorize Eddie Padilla to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Eddie Padilla may enter into any agreements of any nature. Those agreements will bind the corporation.


There being no further business, the meeting was duly adjourned.



Dale Armstrong, President

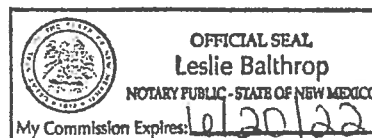
7/1/19
Date


Ron Burnett, Secretary

7/1/19
Date


Eddie Padilla, Chief Development Officer


Notary
My commission expires June 20, 2022





City of Las Vegas
TRAC VAC Sludge Removal

LAS VEGAS, NEW MEXICO

**CONTRACTOR
QUALIFICATION
STATEMENT**



LICENSE #51429
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

JUNE 20, 2023 - 2:00 PM

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	TLC Company, Inc. DBA TLC Plumbing & Utility		
Corporate Office			
Name:	Eddie Padilla	Phone number:	(505) 761-5528
Title:	Vice President	Email address:	epadilla@tlcplumbing.com
Business address of corporate office:	5000 Edith Blvd NE		
	Albuquerque, NM 87107		
Local Office			
Name:	same as corporate	Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	5/12/1987	State in which Business was formed:	NM
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	TLC is privately owned by	Affiliation:	
Address:	individual investors, not businesses.		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

BIDDER QUALIFICATIONS STATEMENT

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name: Dale Armstrong	Title: President
Authorized to sign contracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority: \$
Name: Eddie Padilla	Title: Vice President
Authorized to sign contracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority: \$
Name:	Title:
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority: \$
Name:	Title:

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Contractor's License		
Licensing Agency:	Construction Industries Division		
License No:	51429	Expiration Date:	May 31, 2026
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business’s Safety Officer:	Joel Miller		
Safety Certifications			
Certification Name		Issuing Agency	Expiration
NM OSHA Zia Partnership: Platinum Level		NMUCA	2023

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
TLC Company, Inc.	.64	2.5	1,460,116	.56	2.5	1,356,327	.57	2.3	1,242,213

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Century Bank		
Business address:	8220 San Pedro NE, Ste 200 Albuquerque, NM 87113		
Date of Business's most recent financial statement:	12/31/2022	<input checked="" type="checkbox"/> Attached	
Date of Business's most recent audited financial statement:	12/31/2022	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.40	
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.33	

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Great American Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:		New Mexico	
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	P.O. Box 90756		
	Albuquerque, NM 87199-0756		
Physical Address (principal place of business):	7770 Jefferson St. NE, Suite 200		
	Albuquerque, NM 87109		
Phone (main):	(505) 828-4000	Phone (claims):	(505) 828-4000

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Westfield Insurance Coverage		General, Automotive, Umbrella Liability, Builder's Risk	
Midwest Employers Casualty, Co.		Workman's Compensation	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	P.O. Box 90756		
	Albuquerque, NM 87199-0756		
Physical Address (principal place of business):	7770 Jefferson St. NE, Suite 200		
	Albuquerque, NM 87109		
Phone (main):	(505) 262-9405	Phone (claims):	(505) 262-9405

BIDDER QUALIFICATIONS STATEMENT

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	600
Estimate of revenue for the current year:	\$155,000,000
Estimate of revenue for the previous year:	Please see attached financial statements

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	<input checked="" type="checkbox"/>	As a joint venturer:	<input type="checkbox"/>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
Please see attached **TLC EMR Letter 2023**
- D. Financial statements as required by Paragraph 5.01.
Please see attached **TLC Financial Statements 2022**

BIDDER QUALIFICATIONS STATEMENT

- E. Attachments providing additional information as required by Paragraph 8.02.
Please see attached **TLC Statement of Litigation**
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
Please see attached **Schedule A**
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
Please see attached **Schedule B**
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05. Please see attached **Schedule C** and **TLC Project Team Resumes**
- I. Additional items as pertinent.
Please see attached **TLC Evidence of Authority**
Please see attached **TLC Equipment List**
Please see attached **TLC Company Profile**

BIDDER QUALIFICATIONS STATEMENT

This Statement of Qualifications is offered by:

Business: TLC Company, Inc. DBA TLC Plumbing & Utility
(typed or printed name of organization)

By: Eddie C. Padilla
(individual's signature)

Name: Eddie C. Padilla
(typed or printed)

Title: Vice President
(typed or printed)

Date: June 7, 2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Mindy Gonzales
(individual's signature)

Name: Mindy Gonzales
(typed or printed)

Title: Business Development
(typed or printed)

Address for giving notices: 5000 Edith Blvd NE
Albuquerque, NM 87107

Designated Representative:

Name: Eddie C. Padilla
(typed or printed)

Title: Vice President
(typed or printed)

Address: 5000 Edith Blvd NE
Albuquerque, NM 87107

Phone: (505) 761-5528

Email: epadilla@tlcplumbing.com

TLC EMR Letter 2023



HUB International Limited

6565 Americas Parkway Suite 720
Albuquerque, NM 87110
P: (505) 828-4000
F: (866) 487-3972
www.hubinternational.com

December 28, 2023

TLC Company, Inc.
DBA: TLC Plumbing & Utility
5000 Edith Blvd NE
Albuquerque, NM 87107

RE: Merit Shop WC Group
Insurer: Midwest Employers Casualty
Policy #: EWC008469
Period: December 31, 2022 to December 31, 2023

To Whom it May:

Your current Workers Compensation Experience Modification rate is .66. Your previous years' rates are as follows:

- | | |
|--------------|-----|
| • 12/31/2019 | .62 |
| • 12/31/2020 | .57 |
| • 12/31/2021 | .56 |
| • 12/31/2022 | .64 |
| • 12/31/2023 | .66 |

If you need further information, please contact our office.

Sincerely,

Clarice Montoya

Clarice Montoya
Customer Service Agent
Clarice.montoya@hubinternational.com
505-262-9405

TLC Financial Statements 2022

TLC COMPANY, INC. AND SUBSIDIARIES

Consolidated Balance Sheet

As of December 31, 2022

Assets	
Current assets:	
Cash and cash equivalents	\$ 2,753,552
Accounts receivable, including retainage	22,875,006
Inventories	1,811,190
Contract assets	2,726,718
Due from related entities	2,209,834
Other current assets	1,004,466
Total current assets	33,380,766
Property and equipment, net	16,405,258
Shareholder receivable	2,246,840
Due from related entities	1,565,000
Intangible assets, net	807,716
Other assets	362,263
Total assets	\$ 54,767,843
Liabilities and Equity	
Current liabilities:	
Current portion of notes payable	\$ 1,540,164
Bank line-of-credit	—
Accounts payable	9,880,447
Contract liabilities	4,471,125
Accrued expenses and other liabilities	7,879,918
Total current liabilities	23,771,654
Notes payable, excluding current portion	3,688,039
Total liabilities	27,459,693
Commitments and contingencies	—
Equity:	
Common stock, \$1 par value. 50,000 shares authorized, issued and outstanding	50,000
Paid-in-capital	483,192
Retained earnings	26,194,532
Total TLC Company, Inc. equity	26,727,724
Noncontrolling interests	580,426
Total equity	27,308,150
Total liabilities and equity	\$ 54,767,843

See independent accountants' review report and accompanying notes to consolidated financial statements.

TLC COMPANY, INC. AND SUBSIDIARIES

Consolidated Statement of Operations

Year ended December 31, 2022

Revenues	
Residential and Commercial services	\$ 90,433,066
Construction services	58,542,700
Total revenues	<u>148,975,766</u>
Cost of revenues	
Residential and Commercial services	67,582,212
Construction services	50,580,049
Total cost of revenues	<u>118,162,261</u>
Gross profit	30,813,505
Operating expenses	<u>21,871,845</u>
Income from operations	<u>8,941,660</u>
Other income (expense), net:	
Investment income	268,164
Interest expense	(144,184)
Other income, net	272,447
Other income, net	<u>396,427</u>
Income before income taxes	9,338,087
Income tax expense	<u>(116,408)</u>
Net income	9,221,679
Noncontrolling interests	<u>(135,459)</u>
Net income attributable to TLC Company, Inc.	<u>\$ 9,086,220</u>

See independent accountants' review report and accompanying notes to consolidated financial statements.

Statement of Litigation

Statement of Litigation

1. Date of Loss: 09-12-17 – D-202-CV-2018-07242, Larson, Linda and Leroy v TLC Company, Inc., Claimant alleges injuries and damages from motor vehicle accident. Case settled.
2. Date of Loss: 09-12-17 – D-202-CV-2020-04959, Baird, Justin v TLC Company, Inc. Claimant alleges injuries from motor vehicle accident. Case settled.
3. Date of Loss: 07-5-18 – D-820-CV-2019-00378, Phoenix Mechanical LLC v TLC Company Inc., Compton Construction, Agua De Taos, Contract dispute regarding softener system failure. TLC was a supplier of the water system only. Case settled.
4. Date of Loss: 5-1-19 - D-202-CV-2021-00849, Connie Trujillo v. Cameron Martin, TLC Company Inc, and Westfield Insurance. Plaintiff alleges injuries caused by motor vehicle accident. Case settled.
5. Date of Loss: 8-28-19 - D-202-CV-2021-01580, Livia Landrum v. Eliberto Ruiz, TLC Company, Inc, Westfield Insurance, Candice Griego and Progressive Insurance. Plaintiff alleges injuries caused by motor vehicle accident. Case settled.
6. Date of Loss: 11-29-22 - M-45-CV-2022-00775, Miguel A. Hernandez v TLC Company, Inc. Claimant alleges remodel work in a bathroom shower leaked. Case is in the discovery process.

BIDDER QUALIFICATIONS STATEMENT

Schedule A—Current Projects

Name of Organization	TLC Company, Inc.				
Project Owner	Sandia National Laboratories		Project Name	SNL Bldg 6035 Transshipment Facility	
General Description of Project	Waterline, utilities				
Project Cost	\$1,152,080.00		Date Project	January 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Russell Shoats	Rick Mendoza	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tom Jarvis	Project Manager	SDV Construction	(505) 389-5702	tom@sdvconstruction.com
Designer					
Construction Manager	Tom Jarvis	Project Manager	SDV Construction	(505) 389-5702	tom@sdvconstruction.com

Project Owner	Albuquerque Public Schools		Project Name	Monte Vista Elementary	
General Description of Project	Sanitary sewer, domestic water, storm drain				
Project Cost	\$665,336.40		Date Project	April 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Cris Mata	Wayne Jiron	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			Albuquerque Public Schools		
Designer					
Construction Manager	Sebastien Tapia	Project Manager	Franken Construction	(505) 573-0515	sebastientapia@frankenconstruction.com

Project Owner	Albuquerque Public Schools		Project Name	APS Sandia Base Elementary	
General Description of Project	Storm drain, waterline, fire line, hydrants				
Project Cost	\$1,227,987.00		Date Project	April 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Keith Guerra	Johnathan Uhrich	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer	James Lucero	Engineer	ROMA Architecture	(505) 764-8306	
Construction Manager	Mark Reynolds	Project Manager	HB Construction	(505) 503-3769	steveh@hbconstruction.com

BIDDER QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects

Name of Organization	TLC Company, Inc.				
Project Owner	ABCWUA		Project Name	Valle de Oro Sewer	
General Description of Project	Site utilities				
Project Cost	\$969,681.90		Date Project	November 2020 - January 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Cris Mata	Ron Abeita	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Johnny Barton	Senior Project Manager	Brycon	(505) 401-4646	jbarton@brycon.com
Designer	Ryan Curley	Engineer	High Mesa	(505) 345-4250	rcurley@highmesacg.com
Construction Manager	Felicia Padilla	Assistant Project Manager	CF Padilla	(505) 816-0695	felicia@cfpadillallc.com

Project Owner	City of Belen		Project Name	La Luz San Lorenzo Utility & Road Improvements	
General Description of Project	Water, sewer, road reconstruction				
Project Cost	\$1,299,983.54		Date Project	August 2021 - July 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gerred Knight	Jonathan Uhrich	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ralph Jaramillo	Utility Director	City of Belen	(505) 307-9121	ralph.jaramillo@belen-nm.gov
Designer	Jonah Ruybalid	Engineer	Molzen Corbin	(505) 242-5700	jruybalid@molzencorbin.com
Construction Manager	same as owner				

Project Owner	Twilight Homes		Project Name	La Montana Subdivision	
General Description of Project	Sewer, water, storm, concrete, paving				
Project Cost	\$885,057.70		Date Project	July 2021 - July 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Gerred Knight	Ron Abeita	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tim McNaney	Owner	Twilight Homes	(505) 349-3723	tmcnahey@twighlighthomesnm.com
Designer	Mark Goodwin	Engineer	D. Mark Goodwin & Assoc.	(505) 828-2200	mark@goodwinengineers.com
Construction Manager	Hiram Crook	Construction Manager	D. Mark Goodwin & Assoc.	(505) 828-2200	hiram@goodwinengineers.com

BIDDER QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects

Name of Organization	TLC Company, Inc.				
Project Owner	Pavilion Construction, LLC		Project Name	Broadway & McKnight Utilities	
General Description of Project	Utility project including water and sewer				
Project Cost	\$1,132,017.10		Date Project	November 2021 - September 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Cris Mata	Johnathan Uhrich	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Shane Whennon	Project Manager	Pavilion Construction	(719) 458-7055	swhennon@pavilion.com
Designer		Design Group	Hartman & Majewski	(505) 242-6880	
Construction Manager	Lupita Pena	Assistant Project Manager	Guzman Const. Solutions	(505) 452-0663	lupita@guzmancs.com

Project Owner	Town of Peralta		Project Name	La Ladera Sewer Project	
General Description of Project	Sewer project including new main and services				
Project Cost	\$266,848.76		Date Project	March 2021 - September 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Andrew Torres	Noah Griego	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Kori Taylor	Utility Manager	Town of Peralta	(505) 869-2050	ktaylor@townofperalta.org
Designer	Clayton Ten Eyck	Engineer	Molzen Corbin	(505) 242-5700	cteneyck@molzencorbin.com
Construction Manager	same as designer				

Project Owner	ABCWUA		Project Name	Route 66 Visitors' Center Water & Sewer Extension	
General Description of Project	13,000 LF of sewer, manholes, jack and bore				
Project Cost	\$5,009,503.53		Date Project	May 2020 - September 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	John Keys	Wayne Jiron	Joel Miller	Burr Dickinson	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Randall Carroll	Senior Engineer	ABCWUA	(505) 289-3307	rcarroll@abcwua.org
Designer	Brian Ambrogi	Assoc. VP	Wilson & Co.	(505) 948-5214	brian.ambrogi@wilsonco.com
Construction Manager	Same as owner				

BIDDER QUALIFICATIONS STATEMENT

Schedule C—Key Individuals

Project Manager			
Name of individual		Keith Guerra	
Years of experience as project manager		2 Years	
Years of experience with this organization		8 Years	
Number of similar projects as project manager		3+	
Number of similar projects in other positions		8+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SWRP Administration Site Improvements		20%	June 2023
WWTP Head Works #5 Improvements		30%	October 2023
APS Sandia Base Elementary School		45%	September 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jon Ertsgaard	Name	Renier Long
Title/Position	Project Engineer	Title/Position	Project Manager
Organization	ABCWUA	Organization	Facility Build
Telephone	(505) 289-3255	Telephone	(505) 828-0060
Email	jertsgaard@abcwua.org	Email	rlong@facilitybuild.com
Project	Vacuum Station 063	Project	Grants Library
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent
Project Superintendent			
Name of individual		Brenden Bond	
Years of experience as project superintendent		1 year	
Years of experience with this organization		11 years	
Number of similar projects as project superintendent		3+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
SWRP Primary Clarifiers 1-4		80%	September 2023
SWRP Emissions Upgrade		20%	December 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Gary Wheelright	Name	Kenn Lipe
Title/Position	Engineer Representative/Inspector	Title/Position	Plant Manager
Organization	Carollo Engineer	Organization	ABCWUA
Telephone	(928) 503-9799	Telephone	(505) 382-1123
Email	gwheelwright@carollo.com	Email	klipe@abcwua.org
Project	SWRP Projects	Project	Clarifier Project
Candidate's role on project	Inspector	Candidate's role on project	Inspector

BIDDER QUALIFICATIONS STATEMENT

Safety Manager			
Name of individual		Joel Miller	
Years of experience as project manager		20+	
Years of experience with this organization		9+	
Number of similar projects as project manager		10+	
Number of similar projects in other positions		20+	
Current Project Assignments		Oversees safety on all TLC utility projects	
Name of assignment		Percent of time used for this project	Estimated project completion date
Consults on all TLC projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Joseph L. Garcia	Name	Matt Lehman
Title/Position	Lead Inspector	Title/Position	COO
Organization	NM DOT	Organization	TLC Plumbing & Utility
Telephone	(575) 339-4868	Telephone	(505) 761-5535
Email	joseph.garcia@state.nm.us	Email	mlehman@tlcplumbing.com
Project	Silver City DOT/NM-15	Project	Silver City DOT/NM-15
Candidate's role on project	Lead Inspector	Candidate's role on project	Project Manager
Quality Control Manager			
Name of individual		Burr Dickinson	
Years of experience as project superintendent		35+ Years	
Years of experience with this organization		Indian Pueblo Cultural Center	
Number of similar projects as project superintendent		10+	
Number of similar projects in other positions		20+	
Current Project Assignments		Consults on all TLC utility projects	
Name of assignment		Percent of time used for this project	Estimated project completion date
Consults on all TLC utility, concrete, & paving projects			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Andrew Cuaderes	Name	Bob Grandin
Title/Position	Manager	Title/Position	President
Organization	Western Technologies	Organization	Grandin Testing
Telephone	505-823-4488	Telephone	505-865-7949
Email	a.cuaderes@wt-us.com	Email	b6239@aol.com
Project	Numerous	Project	Numerous
Candidate's role on project	QA/QC Consultant	Candidate's role on project	QA/QC Consultant

TLC Project Team Resumes

Keith Guerra

PROJECT MANAGER

TRAINING	OSHA 10	CPR/First Aid
	Confined Space	GB98
	Competent Person	Powder Actuated Tool Operator
	Excavation & Trenching	
	HSA	
	Forklift	

RELATED EXPERIENCE	TLC Plumbing & Utility – Albuquerque, New Mexico	2015-Current
	<p>Project Superintendent</p> <ul style="list-style-type: none"> • <i>On Site Daily</i> • <i>Manages up to 6 crews</i> • <i>Coordinates activities of subcontractors</i> • <i>Traffic control</i> • <i>Permitting</i> • <i>Schedule management of crews and equipment</i> • <i>Coordinates activities of subcontractors</i> • <i>Time Sheet verification</i> 	
	Shumate Constructors—Albuquerque, NM	1999-2015
	General Foreman	

PROJECT EXPERIENCE	Lift Station #10
	Rio Rancho, New Mexico
	Booster Station Tank #8
	Rio Rancho, New Mexico
	Del Norte High School
	Albuquerque, New Mexico
	APS Westside Sports Complex
	Albuquerque, New Mexico

Brendon Bond

SUPERINTENDENT

TRAINING SECOR HDPE: Pipe Fusing Certification
 C-900 Fusion Certification
 OSHA 30
 CPR
 Defensive Driving
 Fire Extinguisher Safety
 Excavation Safety
 Master Black Hat Leadership Training
 Black Hat Leadership & Safety Training

RELATED EXPERIENCE TLC Plumbing & Utility – Albuquerque, New Mexico 2022 — Present
 Superintendent

- *Responsible for the day to day operations of three grading crews and one paving crew*
- *Ensuring all the crews are working in a safe and productive manner.*
- *Responsible for getting all quantities to Project Managers.*

 Foreman/Pipe Layer/Operator 2008 - 2018

- *Management of daily production of crews*
- *Reading plans, digging trenches, shooting grades*
- *Operating heavy machinery*

 Franklin's Earth Moving – Albuquerque, New Mexico 2018 — 2020
 Utility & Grading General Foreman

- *Supervision of all civil work, including trenching*
- *Management of safety supplies and utility materials*
- *Budget management*
- *Daily equipment inspections*

PROJECT EXPERIENCE **Project Name:** SWRP Slide Gate
Location: Albuquerque, NM
Amount: \$225,000

Project Name: SWRP Primary Clarifiers 1-4
Location: Albuquerque, NM
Amount: \$12,000,000

Project Name: SWRP Emissions Project
Location: Albuquerque, NM
Amount: \$5,080,000

Joel Miller

SAFETY DIRECTOR

TRAINING	Duncan High School - Duncan, AZ	1980
	Arizona State University, Certified Public Manager	1986
	OSHA 10	
	OSHA 30	
	OSHA 501	
	OSHA Fall Protection	
	Excavation Competent Person	
	Confined Space Competent Person	
	Traffic Control Supervisor	
	Intro to Safety & Health Management	
	Hazardous Waste Regulations	
	Asbestos Supervisor, Asbestos Institute	
	Incident Command, ADOT	
	Wildland Fire Fighting, USFS	
	Introduction to Environmental Compliance	
	Silica Competent Person	
	NICET Certified Level IV Highway Maintenance	
	NICET Certified Level III Highway Construction	
RELATED EXPERIENCE	TLC Plumbing & Utility - Albuquerque, NM	
	Safety Director	2021 - Present
	<ul style="list-style-type: none"> • <i>Coordinate safety efforts for all departments</i> • <i>Handle all incident reports and reviews</i> • <i>Supervise field safety coordinator(s)</i> • <i>Identify safety training requirements for all departments</i> • <i>Maintain compliance with OSHA regulations</i> • <i>Track and monitor safety performance goals</i> • <i>Submit all incidents and investigation results to risk manager</i> • <i>Train managers and supervisors in safety leadership</i> • <i>Develop new safety initiatives</i> • <i>Lead company wide Strategic Safety Culture Team</i> • <i>APWA Pavement Management Trainer and Consultant</i> 	
	Construction Safety Manager / Superintendent	2013 - 2021
	City of Gillet - Gillet, WY	2009 - 2012
	City Public Works Superintendent	
	Arizona Department of Transportation - Arizona	
	District Superintendent	1997 - 2009
	Various Positions	1981 - 1997
PROJECT EXPERIENCE	Project Silver City NMDOT NM15	
	Type Roadway, Storm Sewer & Water Improvement	
	Amount \$10,700,000	

Burr Dickinson

QA/QC MANAGER

EDUCATION	Flasher Public High School, Flasher, North Dakota	1972
	BS Civil Engineering, North Dakota State University	1976
	BS Construction Management, North Dakota State University	1977
	30+ Years in Construction Industry, 25+ Years in New Mexico	

RELATED EXPERIENCE	TLC Plumbing & Utility – Albuquerque, New Mexico	2004—Present
	Department Manager, General Superintendent, Project Consultant <ul style="list-style-type: none"> • <i>Expertise in Earthwork, Utilities, Concrete and Paving</i> • <i>Coordination of Emergency Management</i> • <i>Troubleshooting for under-performing or in trouble jobs</i> • <i>Project set up and staffing preparation of job schedule</i> • <i>Maintenance of crew staffing levels for projected work load</i> 	

New Concepts and Inc. – Albuquerque, New Mexico 1997—2003

Project Manager and Estimator
<ul style="list-style-type: none"> • <i>President of The New Mexico Charter of NUCA</i> • <i>Spec Writing Committee of Albuquerque for last update specifications</i> • <i>Estimating and negotiating Jobs</i> • <i>Scheduling projects / Ordering Materials Inventory</i> • <i>Job Cost Analysis</i>

Sundance Mechanical – Albuquerque, New Mexico 1989—1997

Division Manager - Utility
<ul style="list-style-type: none"> • <i>Utility, Dirt Concrete, & Asphalt – Target \$1 Million / month</i> • <i>Responsible for work acquisition including project weed out</i> • <i>Estimating or negotiations contract finalization</i> • <i>Scheduling Work</i> • <i>Hiring & Crew Development</i> • <i>Ordering and Maintenance of Materials</i>

PROJECT EXPERIENCE	Project	Large Interceptor Sanitary Sewer FY09
	Type	On-Call Sanitary Sewer
	Title	Department Manager
	Amount	\$1,406,527

Project	Copper and Arno
Type	Transmission Line Rehab
Title	Department Manager
Amount	\$1,901,504

TLC Evidence of Authority



RESOLUTION OF THE BOARD OF DIRECTORS
OF
TLC PLUMBING & UTILITY
September 7, 2021

Lic# 51429

- I. **QUORUM** A quorum was declared present based on the presence of the following shareholders:
Dale Armstrong, Scot Thurgood, Tracy Johnson, Eddie Padilla,
Oni Miller and Mindy Gonzales

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the unanimous vote of the Directors entitled to vote.

- II. **ELECTION OF CHAIRPERSON AND SECRETARY.** Dale Armstrong was appointed chairperson of the meeting, and Mindy Gonzales was appointed as secretary to prepare a record of the proceedings.

- III. **ELECTION OF OFFICERS** The following Officers were elected:

Name: Dale Armstrong
Office: President
Address: 5000 Edith Blvd. NE
Albuquerque, NM 87107

Name: Eddie Padilla
Office: Vice-President
Address: 5000 Edith Blvd. NE
Albuquerque, NM 87107

Name: Scot Thurgood
Office: Treasurer
Address: 5000 Edith Blvd. NE
Albuquerque, NM 87107

Name: Mindy Gonzales
Office: Secretary
Address: 5000 Edith Blvd. NE
Albuquerque, NM 87107

- IV. **AUTHORIZATION TO SIGN**

As a result of the meeting, Eddie Padilla is authorized to enter into any agreements of any nature. Those agreements will bind the corporation.




**RESOLUTION OF THE BOARD OF DIRECTORS
OF
TLC PLUMBING & UTILITY
September 7, 2021**


Lic# 51429

There being no further business, the meeting was duly adjourned.


Mindy Gonzales, Secretary


Dale Armstrong, Shareholder

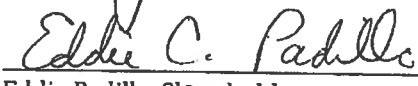
9-13-21
Date


Scot Thurgood, Shareholder

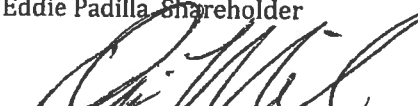
9-13-21
Date


Tracy Johnson, Shareholder

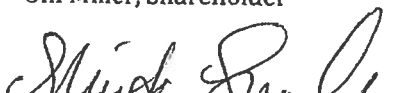
9/13/2021
Date


Eddie Padilla, Shareholder

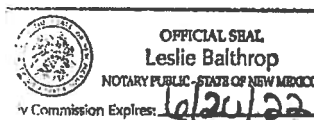
9/13/21
Date

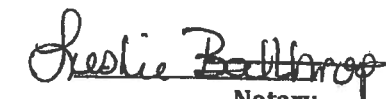

Oni Miller, Shareholder

9/13/21
Date


Mindy Gonzales, Shareholder

9-13-21
Date




Notary
My commission expires: June 20, 2022

TLC Equipment List

Asphalt Laydown Machines	3
Excavators	20
3D Grade Control Units	1
Loaders	10
Asphalt Curb Machines	1
Asphalt Sand Applicator	1
Asphalt Window Elevator	1
Box Vans	68
Bypass Pumps	8
Cargo Van	28
Concrete Curb Machines	2
Dual Bypass Pump - 6"	1
Dump Trucks	11
Full Size Backhoe	30
Fusion Machines	3
Grading Tractors	2
Portable Jetter	5
KUV Service Van	126
Forklift	6
Milling Machines	1
Mini Backhoe	1
Mini Excavator	14
Motor Grader	3
Pipe Bursting Machines	5

TLC's heavy equipment and tools are maintained by our Production Services Division. Production Services is responsible for purchasing, inventory, maintenance, storage, and "renting" equipment to company users. TLC has sought to bring as many of these operations

Pneumatic Roller	3
Power Brooms	6
Pressure Washer	2
Reclaimers	2
Rollers	14
Skidsteer	14
Shaker	1
Bypass Pump	8
Water Wagon	4
Asphalt Truck	2
Crew Truck	63
Lube Truck	2
Pickup Truck	140
Transport Truck	15
Welders	12
Volumetric Truck	1
Water Truck	19
Zipper	1



TLC Company Profile

ANNUAL VOLUME AVG.
\$100 million

DIVISIONS

Utility
Concrete
Paving
Service
HVAC
Treatment Plants
General Construction
Plumbing
Earthwork
Electrical

LICENSES

NM 51429
GA98
GS29
GF98
GB98
MM98
MS06
EE98
EL01

FINANCIAL

Great American Insurance Co.,
Westfield Insurance, Midwest
Employers Casualty Co.

Bonding capacity of
\$70,000,000



TLC is an ABC Top Performer in the Mountain West Region of the United States of America.

TLC SAFETY

TLC's number one priority is providing a safe and drug free work place for its employees and its customers. At TLC, safety is not a monthly or weekly meeting. It is a task to task event that is discussed on every job, every day. TLC has one of the lowest work compensation modifiers in the state.

TLC Company Inc. is a locally owned and managed construction & service company in its third decade serving New Mexico. Offering a full range of services—from the smallest service repair to the most complex construction projects—TLC has the experience, staff and equipment to complete any project in a professional manner to include water and wastewater treatment plants, education facilities, public works, healthcare facilities, office buildings, theaters, resorts, and more.

TLC's commitment to quality and customer satisfaction, traditional business philosophy, and principle-based work ethics, provide the value added service our customers have come to expect.

With experienced leadership and solid financial management, the firm has become an innovative leader in a variety of construction projects, growing to employ over 600+ professionals.



TLC crews at work in Albuquerque

MARKETS

COMMERCIAL

INDUSTRIAL

EDUCATION

GOVERNMENT

WATER

CIVIL

HEALTHCARE

TLC has completed numerous projects throughout New Mexico. The following are a few of our clients:

Los Alamos National Labs
Village of Cuba
City of Albuquerque
City of Rio Rancho
ABCWUA
County of Bernalillo
Sandia National Labs
NM Tech
Pueblo of Sandia
Albuquerque Public Schools



We have been fortunate to work for major institutional clients across the state

	2018	2019	2020	2021	2022	2023
EMR	.71	.62	.57	.56	.64	.67

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)
)ss
)

Eddie C. Padilla, being first duly sworn, deposes and says that he is

Vice President

(sole owner, a partner, president, secretary, etc.)

of TLC Company, Inc. DBA TLC Plumbing & Utility
the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

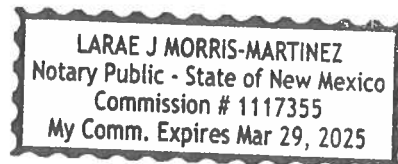
By Eddie C Padilla

Title Vice President

Subscribed and sworn before me this June day of 7, 2023.

Seal of Notary

Larae J Morris-Martinez
NOTARY PUBLIC



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Proposer seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer 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 or 2) a prospective Proposer fails to submit a fully completed disclosure statement pursuant to the law.

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 Proposer.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER 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 Proposer 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

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

“Representative of a prospective Proposer” 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 Proposer.

Name(s) of Applicable Public Official(s) if any: the current Village of Magdalena Council

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution Made By: _____

Relation to Prospective Proposer: _____

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) WERE MADE to an applicable public official by me, a family member or representative.

Eddie C Padilla
Signature

June 7, 2023
Date

Vice President
Title (Position)



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

Meeting Date: July 12, 2023

Date Submitted: 6/30/23

Department: Executive

Item: Discussion/Direction regarding future use of funds generated by cannabis.

Fiscal Impact:

Attachments:

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 Manager

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

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

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