



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

Mayor Tonita Gurule-Giron

**CITY OF LAS VEGAS  
REGULAR CITY COUNCIL AGENDA  
March 15, 2017–Wednesday– 6:00 p.m.  
City Council Chambers  
1700 N. Grand Ave**

*(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)*

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (February 8th , February 15th, 2017)**
- VII. **MAYOR’S APPOINTMENTS/REPORTS**
- VIII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**  
**(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)**
- X. **CITY MANAGER’S REPORT**
- XI. **FINANCE REPORT**
- XII. **CONSENT AGENDA**  
**(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)**

1. Approval of Resolution #17-05 Budget Adjustment Resolution.

***Ann Marie Gallegos, Finance Director*** The City of Las Vegas is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 budget.

### **XIII. BUSINESS ITEMS**

1. Approval/Disapproval of Resolution 17-06.

***Lee Einer, Public Information Officer*** Resolution 16-45 adopted January 18, 2017 established a convenience fee for credit and debit card transactions for customers paying their utility bills. Resolution 17-06 will include an established fee for ALL credit and debit City transactions.

2. Approval/Disapproval to award proposal #2017-19 to Molzen Corbin & Associates and WH Pacific and enter into agreements.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas utilities department went out for sealed proposals for engineering architectural services in order to allow for the proper planning and execution of utilities projects to include planning and design, and other engineering services. These services will be utilized by each Utilities division as needed.

3. Approval/Disapproval to award bid #2017-17 to New Image construction and enter into agreement.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas Utilities department went out for sealed bids for the Taos Street water line repair. The water line underneath Taos Street is leaking and repairing the line will help reduce water loss.

4. Approval/Disapproval to award bid #2017-16 to New Image Construction and enter into agreement.

***Maria Gilvarry, Utilities Director*** The City of Las Vegas Utilities department went out for sealed bids for the Storrie Lake water line repair. The water line underneath the Storrie canal is leaking and repairing the line will help reduce water loss.

5. Approval/Disapproval to award bid #2017-15 to File Construction and enter into agreement.

*Maria Gilvarry, Utilities Director* The City of Las Vegas Utilities department went out for sealed bids for the East Loop Segment B project. This segment of the project will consist of installing 3200 feet of 8 inch water line from NM highway 250 to North Grand Avenue to include 3 jack and bores.

6. Approval/Disapproval to award proposal #2017-18 to Alpha Southwest, Inc. and enter into agreement.

*Maria Gilvarry, Utilities Director* The City of Las Vegas Utilities department went out for sealed proposals for pump, motor and mechanical repair services in order to allow for the proper repair of the pumps, motors and other mechanical equipment that cannot be repaired by City staff. The work will occur at the different City work sites such as the Water and Waste Water Treatment Plants. These services will be utilized by each Utilities division as needed.

#### **XIV. COUNCILORS' REPORTS**

#### **XV. EXECUTIVE SESSION**

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

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

#### **XVI. ADJOURN**

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

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

**NOTE:** A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION  
HELD ON WEDNESDAY FEBRUARY 8, 2017 AT 5:30 P.M. IN THE CITY  
COUNCIL CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** David A. Ulibarri Jr.  
Vince Howell  
Barbara A Casey  
David L. Romero - Absent

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
H. Chico Gallegos, City Attorney  
Juan Montano, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

Mayor Gurulé-Girón stated the Councilor Romero would not be in attendance as he was not feeling well.

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Ulibarri Jr. asked for a moment of silence and thanked the Directors and their departments for their work and prays for the Governing body to stay united.

**APPROVAL OF AGENDA**

Councilor Howell made a motion to approve the agenda as presented. Councilor Casey seconded the motion.

Mayor Gurulé-Girón asked that a roll call be taken. Roll call was taken and reflected the following.

Vince Howell	Yes	David Ulibarri Jr.	Yes
Barbara Casey	Yes	David L. Romero	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

**PUBLIC INPUT**

Arthur Ray Gallegos thanked the Governing Body for their forward approach to the Storrie Project agreement but feels the City should not enter into an agreement with the Storrie Project Water Users Association for water storage that will not be used. Mr. Gallegos advised he feels it is a ponsy scheme and money is transferring between hands.

Bob Wessely spoke to the Governing Body regarding shrinking water availability and with global temperatures raising there is less snow pack and more water evaporating before it can be used.

Wid Slick gave the Governing Body a final report for the Meadow City Music Festival. The festival utilized thirty music performances and other activities, four venues, eighteen volunteers and staff, twenty-three business sponsor, five non-profit organizations and lodgers' tax support. Mr. Slick advised hotel occupancy for the event was almost as high as the 4<sup>th</sup> of July; music was scheduled Thursday through Saturday nights and encouraged overnight stays. Mr. Slick gave an overview of the non-profits that benefited from the involving themselves in the event.

**DISCUSSION ITEMS**

1. Resolution #17-03 Budget Adjustment Resolution.

Finance Director Gallegos advised the department is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds. Finance Director Gallegos gave the Governing Body an overview of what line items would be affected by increases and transfers.

The Governing Body agreed to place the item as a consent agenda item.

2. Award request from bid #2017-13 for Cabin Site Tank inspection project to D&R Tank.

Utilities Director Gilvarry advised the City of Las Vegas received funding from the Drinking Water Bureau in the amount of \$151,500 for inspection of the Cabin Site Tank. Bids were solicited and received a low bid from Lone Mountain Construction. Utilities Director Gilvarry advised the bid from Lone Mountain Construction was determined to be non-responsive by the City's procurement

officer. The department is requesting the bid be awarded to the next bidder which is D&R Tank.

Questions were asked if the department has worked with D&R Tank before.

Utilities Director Gilvarry advised they have worked with D&R Tank on several projects as they are the sub-contractor who provides the tanks, this is the first time they have responded directly to a bid and the department feels comfortable continuing to work with them.

The Governing Body agreed to place the item as a consent agenda item.

3. Bulk water purchase from Storrie Project Water Users Association.

Utilities Director Gilvarry advised the City entered into bulk water purchase agreement number 3162-16 with the Storrie Lake Project Users Association on February 29, 2016. The agreement outlines the purchase of 1,200 acre-feet of bulk water stored in Storrie reservoir at a cost of \$360,000.00 plus a \$1,203.29 for closing after December 2016. All permits and paperwork have been approved by the Office of the State Engineer. The purchase and closing must now be completed through bill of sale and closing statement by the City and the Storrie Project Water Users Association.

Questions were asked if the permits expired.

Utilities Director Gilvarry advised the permits will not expire until the City uses the twelve hundred acre feet. Utilities Director Gilvarry advised in the past there were lease agreements made and renewed for the agreed upon price at that time and on a few instances the City lost out on water due to not using it before the expiration of the lease.

Utilities Director Gilvarry advised this closing agreement is for the bulk water purchase only nothing more.

The Governing Body agreed to place the item as a consent agenda item.

Councilor Casey made a motion to adjourn. Councilor Howell seconded.

Mayor Gurulé-Girón asked that a roll call be taken. Roll call was taken and reflected the following.

David Ulibarri Jr.	Yes	Vince Howell	Yes
Barbara Casey	Yes	David L. Romeo	Absent

City Clerk Fresquez re-read the motion and advised the motion carried.

**ADJOURN**

\_\_\_\_\_  
Mayor Tonita Gurule-Giroń

ATTEST:

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



**MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, FEBRUARY 15, 2017 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS**

**MAYOR:** Tonita Gurulé-Girón

**COUNCILORS:** Vincent Howell  
David A. Ulibarri, Jr.  
David L. Romero  
Barbara A. Casey

**ALSO PRESENT:** Richard Trujillo, City Manager  
Casandra Fresquez, City Clerk  
H. Chico Gallegos, City Attorney  
Juan Montano, Sergeant at Arms

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

Councilor Casey asked for a moment of silence to remember those who had recently passed away and to offer condolences to Housing Director Carmela Martinez and family for their recent loss of their father, who was a Medal of Honor winner and a Purple Heart Recipient and asked God to give them peace and solace at this terrible time.

Mayor Gurulé-Girón expressed her condolences to Andre Garcia Nuthmann for the loss of his mother, Christel Nuthmann Garcia.

**APPROVAL OF AGENDA**

Councilor Howell made a motion to remove Consent Agenda Item #3 and place on Business Items as he had further questions. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Vote was taken and reflected the following:

David L. Romero	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

City Clerk Fresquez re-read the motion and advised that the motion carried.

### **APPROVAL OF MINUTES**

Councilor Casey made a motion to approve the meeting minutes of January 11<sup>th</sup> and January 18<sup>th</sup>, 2017 as presented. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

### **MAYOR'S APPOINTMENTS/REPORTS**

Mayor Gurulé-Girón advised that there were no appointments or reports at this time.

### **MAYOR'S RECOGNITIONS/PROCLAMATIONS**

City Clerk Fresquez read five Athletic Achievement Recognitions acknowledging the following for their dedication to the sport of football and for representing Las Vegas and the State of New Mexico:

-Santana Martinez	Las Vegas Storm	-Tony Rubin	Las Vegas Outlaws
-Noah Martinez	Las Vegas Storm	-Logan Vigil	Las Vegas Outlaws
-C.J. Perea	Las Vegas Outlaws		

Mayor Gurulé-Girón congratulated all the athletes for their tremendous athletic achievements; she commended coaches, parents and grandparents for their commitment to them and stated that she was grateful for the time that Coach Carlos Perea gave to the children and also his involvement in several committees which included the Finance committee.

Mayor Gurulé-Girón congratulated and presented an award to the City of Las Vegas Utilities Department recognizing them for receiving the Northeastern Section Presidential Award at the Water & Waste Water Awards held in Las Cruces, New Mexico in January 2017, for the Water Distribution System - "Most Improved Facility in 2016".

## **PUBLIC INPUT**

Alex Aragon spoke briefly regarding signing up for Public Input, fifteen minutes prior to City Council meetings and stated that it was a burden to the community and felt that the Governing Body was taking away the right of the citizens to speak. Mr. Aragon also stated that only allowing the public to speak for three minutes was not enough and thought that it should be changed to five minutes. Mr. Aragon stated that he was against having to sign in at the City Hall reception area when coming in to see someone and felt that everyone was being punished for the bad deed of one, and hoped all his concerns would be discussed at the next meeting and brought before the whole Governing Body to be voted on.

Mayor Gurulé-Girón advised Mr. Aragon that a resolution had been openly discussed and adopted four years ago, through previous administration; regarding the fifteen minute sign up prior to the meeting and the three minute allowance to speak and advised Mr. Aragon that a copy would be given to him.

Bob Wessely stated he had learned that the Utilities Department had requested four projects be funded by the Legislature through Capital Outlay and reminded everyone that Las Vegas Night at the Legislature was quickly approaching and stated that it was a great opportunity for citizens and employees of the City to work together as a team to explain the Utilities needs to the Legislators who attend. Mr. Wessely advised that the Governing Body should be able to understand and be knowledgeable of the Capital Outlay requests and requested that they get sufficient information about them so that they may effectively influence Legislators.

Mayor Gurulé-Girón informed Mr. Wessely that Council had been fully apprised of the Utilities Capital Outlay projects in an open session and added that a ranking and rating process was completed by them to determine priority projects. She stated that Council had been apprised by both City Manager Trujillo and Utilities Director Gilvarry.

### **CITY MANAGER'S REPORT**

City Manager Trujillo advised he did not have anything to report at this time.

### **FINANCE REPORT**

Finance Director Ann Marie Gallegos presented the finance report ending January 31, 2017, reporting that the General Fund revenue was at sixty-one percent and expenditures came in at fifty four percent and advised that April 2017 would be the time for final needed adjustments from departments which would require review and approval from Mayor and Council.

Finance Director Gallegos reported that revenue was at forty-four percent for Recreation Department and was projecting more revenue after completion of the project.

Mayor Gurulé-Girón had a question regarding the expenditure totals for the Recreation Department.

Finance Director Gallegos informed that the Recreation Department expenditures were from employee expenditures and were closely being monitored.

Finance Director Gallegos reported that Enterprise Funds revenue was at fifty-three percent which would increase due to December and January natural gas and advised that expenditures were at forty-eight percent.

### **CONSENT AGENDA**

1. Approval of Resolution #17-03 Budget Adjustment Resolution.

Resolution 17-03 was presented as follows:

STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
BUDGET ADJUSTMENT RESOLUTION NO. 17-03

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; and

**WHEREAS**, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in/or out in various funds; and

**WHEREAS**, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

**WHEREAS**, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

**WHEREAS**, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

**NOW, THEREFORE**, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS   15th   DAY OF FEBRUARY, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

Reviewed and Approved as to Legal Sufficiency Only:

\_\_\_\_\_  
H. Chico Gallegos, City Attorney

2. Approval to award bid #2017-13 for Cabin Site Tank inspection project to D & R Tank.

Councilor Casey made a motion to approve the Consent Agenda with the removal of Consent Agenda Item #3 and placed on Business Items. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David L. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

**BUSINESS ITEMS**

1. Approval of Bulk water purchase from Storrie Project Water Users Association.

Utilities Director Gilvarry advised that the City entered into a bulk water purchase agreement number 3162-16 with the Storrie Water Project Users Association on February 29, 2016. The agreement outlines the purchase of 1,200 acre-feet of bulk water stored in Storrie reservoir at a cost of \$360,000.00 plus a \$1,203.29 for closing after December 2016. All permits and paperwork have been approved by the Office of the State Engineer. The purchase and closing must now be completed through bill of sale and closing statement by the City and the Storrie Project Water Users Association.

Councilor Howell asked if the contingent of a loss of ten percent of evaporation per year applied to the proposed bulk water purchase.

Utilities Director Gilvarry advised that she was told by the City's Water Rights Attorney that there were no evaporated losses associated with this agreement and stated that she personally did not see any language in the agreement regarding evaporated losses.

Councilor Howell had questions regarding a lease payment of \$5,000.00 a month on the 1200 acre-feet.

Utilities Director Gilvarry explained that there was an additional storage fee of slightly over \$5,000.00 and stated as long as the City had the 1200 acre-feet of water in Storrie Lake, they would have a monthly payment and once the 1200 acre-feet was consumed then the payment would stop.

Mayor Gurulé-Girón asked Ms. Gilvarry if the City historically had been paying for storage of water at Storrie Lake.

Utilities Director Gilvarry advised that prior to 2013, the City did pay for storage at Storrie Lake.

Brief discussion took place regarding prior water storage fees paid by the City and evaporated loss.

City Manager Trujillo wanted to clarify to Mayor Gurulé-Girón and Council that as long as the City had water there, we would continue to pay for the rental of the storage capacity.

Utilities Director Gilvarry simplified a way that the agreement read, which was: if the City didn't use any water this year, the City would still have 1200 acre-feet next year, even with evaporation loss, due to it not being in the agreement and added that they could not increase or decrease the amount and the only way it would decrease would be in the event of diversion.

## 2. Approval of 2016 Audit.

Finance Director Gallegos advised that the Office of the State Auditor had released the 2016 Audit for review and final approval by Mayor and Council and introduced RPC, CPA & Consultants representative Danny Martinez. Mr. Martinez gave a detailed presentation regarding the final Annual Financial Report for the year ended, June 30, 2016 which included:

### Timeline of the Financial Audit

- Signed Engagement Letter-July 26, 2016
- Planning-Began in late June 2016
- Fieldwork-Began July 25, 2016
- Delivered Financial Statement Draft-December 5, 2016
- Independent Auditor's Report-Dated December 7, 2016
- Exit Conference-December 7, 2016
- Council Presentation-February 15, 2016

### Financial Statement Highlights

#### **Statement of Financial Position**

- Total Assets increased by \$8.3 million from 2015
- This can be attributed to an increase in cash and equivalents of \$4.8 million, an increase in receivables of \$1.8 million, an increase in net capital assets of \$1.9 million and a decrease in inventory of \$200 thousand.
- Total Liabilities increased by \$3.3 million from 2015
- This increase can be primarily attributed to the increase in Net Pension Liability of \$2.7 million, increase in long-term debt of \$1.1 million and decrease in landfill closure liability of \$500 thousand.

#### **Statement of Activities**

- Revenue and Support

- FY 2016 total revenue was \$38.1 million compared to \$39.3 for FY 2015, a decrease of \$1.2 million.
- This decrease is primarily attributed to a decrease in charges for services for Business-type activities of \$600 thousand, a decrease in grants for Business-type activities of \$1 million, with an increase in charges for services for Primary Government of \$400 thousand.
- Expenses
- FY 2016 total expense was \$29.7 million compared to \$30.4 for FY 2015, a decrease of 700 thousand.
- This decrease is attributed to Primary Government decrease of \$300 thousand and a decrease in expenditures for Business-Type activities of \$400 thousand.

### **Net Position**

- Increase in net position of \$8.4 million
- Majority of net position is the net investment in capital assets of \$75.4 million of the total net position of \$92.5 million

### **City Fund Balance Breakdown (Illustration)**

#### **City Highlights**

- General Fund expenditures under budget by \$2 million (16%)
- All utilities had an increase in cash and cash equivalents from the prior year
- Utility billing calculation issues resolved
- Cash receipting finding resolved
- Stale dated checks finding resolved
- No material weaknesses

### **Housing Authority Highlights**

- Total assets decreased by \$157 thousand
- This is primarily attributed to the decrease in net capital assets of \$99 thousand
- Total liabilities increased by \$88 thousand
- This is mostly due to net pension liability increasing by \$105 thousand
- Compliance with HUD
- No issues noted pertaining to tenant eligibility

### **Independent Auditor's Report**

#### **Opinion on the Financial Statements**

- Unmodified-Clean opinion
- Financial Statements are presented fairly in accordance with accounting principles generally accepted in the United States of America.



- No audit areas where we did not have sufficient audit evidence to opine.

#### GAGAS Report

- 2 financial statement finding
- 2 Section 12-6-5 NMSA 1978 findings

#### Report on Compliance

- Unmodified Opinion on Compliance
- No Federal Award Findings

#### RPC's Responsibility under U.S. & Government Auditing Standards

#### State Audit Rule Changes for 2017

- Change to Reporting Model
- No change in City due date
- State Auditor will be holding 3 hour training on March 31<sup>st</sup> at Highlands University

#### Concluding Comments

- The Finance, Utilities and Housing Departments were very helpful and great to work with.
- Thank you for the opportunity to serve the City of Las Vegas.
- We value our relationship and hope to continue to build on it.

Mr. Martinez thanked the City of Las Vegas for allowing RPC to service in the auditing and appreciated the collaborative relationship with Finance Director Gallegos and her staff.

Mayor Gurulé-Girón had a question regarding Section II-Findings on the Financial Statement Audit.

Finance Director Gallegos and Mr. Martinez explained the findings in question as well as several other findings that included: *Condition, Criteria, Effect, Cause, Auditors' Recommendations and Agency's Response.*

Brief discussion took place pertaining to forensic services offered by RPC and brief review of Capital Assets regarding Utilities Department Water Systems.

Councilor Casey made a motion to approve of the 2016 Audit. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

### **COUNCILOR'S REPORTS**

Councilor Casey reported that she had recently communicated with several anonymous City employees by phone, regarding many personnel changes occurring within the City of Las Vegas and stated that she was very concerned due to the changes being involuntary transfers, that employees were not being told why they were being transferred and she disagreed in the manner in which it was being handled.

Councilor Casey advised that City employees with many years of experience had left the City and added that moral was at "rock bottom", and stated that employees should always be treated with the utmost dignity and respect. Councilor Casey advised that according to personnel policy, the City Manager should have personnel changes confirmed by the Governing Body and that she would like to be informed of personnel changes. Councilor Casey explained that disciplinary actions should be practiced when needed although felt that employees should feel content in their work and hoped that something would be done to ensure that it didn't happen again. Councilor Casey stated that employees should be told the reasons they are being moved or let go and felt strongly about the Governing Body doing everything they could to always support our employees.

Discussion took place on various issues regarding personnel rules and regulations.

City Clerk Fresquez informed that the Human Resource Department was currently reviewing the City's Personnel Ordinance and would be updating it and would be brought to Council in the near future.

City Manager Trujillo stated if questions regarding personnel issues were directed to Mayor Gurulé-Girón, he would explain everything that was being done, adding that there were always two sides to every story and thought for the most part

that things were working great and that employees knew that they had to be productive in their jobs and that the City is headed in that direction.

Mayor Gurulé-Girón advised that based on her reviews with City Manager Trujillo, the Human Resource Department and the Legal Department, they had always treated situations and employees fairly and stated that discussion of changes and why they had occurred, had taken place.

Councilor Howell advised that he agreed with Councilor Casey and stated that they were the Legislative Body, who develops ordinances and policies therefore it was their job to get involved if any abuse of policies or ordinances were occurring, with the result of finding solutions to the problems.

Councilor Howell felt that he did not agree with what the City Charter read regarding that Council could not be involved and added that it is important that they are elected to protect and serve the community and to make sure employees are treated in a fair and consistent manner according with our policies. Councilor Howell advised that if policies are wrong, they need to be amended and felt that discussion needed to take place in a retreat or in Executive Session because in his opinion, he felt that employees were crying out for help. Councilor Howell asked who was involved in amending personnel policies.

City Clerk Fresquez advised that Human Resource Department, City Attorney and Department Heads were involved in amending personnel policies and advised that they review and comment. City Clerk Fresquez informed that they are sent for final review to City Attorney and then brought forth to Council for comments or questions and approval.

Further discussion took place regarding various personnel matters.

## **EXECUTIVE SESSION**

Councilor Casey made a motion to go into Executive Session to discuss personnel matters, specifically those brought up during Councilor's Reports, as permitted by Section 10-15-1 H2 of the New Mexico Open Meetings Act (NMSA 1978).

Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

Councilor Casey made a motion to exit Executive Session and to reconvene into Regular Session and advised that only discussion regarding personnel matters took place, no decisions were made and no votes were taken. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David L. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

**ADJOURN**

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

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	David L. Romero	Yes

City Clerk Fresquez re-read the motion and advised the motion carried.

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Mayor Tonita Gurulé-Girón

ATTEST:

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Casandra Fresquez, City Clerk

**GENERAL FUND REVENUE COMPARISON**  
**THRU FEBRUARY 28, 2017 67% OF YEAR LAPSED (8 of 12 months)**  
**FISCAL YEAR 2017**

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2017 % REV
	A	B	C	D	E	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	
PROPERTY TAX	1,350,000	1,373,000	915,333	1,415,383	949,688	69%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	2,366,667	3,553,542	2,404,548	68%
FRANCHISE TAX	800,000	800,000	533,333	807,805	488,021	61%
GROSS RECEIPT TAX .75	2,585,000	2,445,000	1,630,000	2,299,216	1,580,378	65%
1/8 INFRASTRUCTURE	350,000	351,000	234,000	361,198	254,679	73%
GRT .25 (JAN 2011)	680,000	697,000	464,667	685,582	657,367	94%
GRT -HOLD HARMLESS (JULY 2015)	(85,000)	(110,400)	-73,600	(85,000)	(49,583)	45%
LICENSE & FEES	71,600	70,500	47,000	80,730	28,518	40%
INTERGOVERNMENTAL	66,000	71,500	47,667	76,494	48,660	68%
LOCAL-FINES	62,100	62,000	41,333	62,143	53,334	86%
LOCAL-MISC	1,657,230	1,715,000	1,143,333	1,860,468	1,219,190	71%
<b>TOTAL</b>	<b>11,086,930</b>	<b>11,024,600</b>	<b>7,349,733</b>	<b>11,117,561</b>	<b>7,634,798</b>	<b>69%</b>

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)  
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

**GENERAL FUND EXPENDITURE COMPARISON**  
**THRU FEBRUARY 28, 2017 67% OF YEAR LAPSED (8 of 12 months)**  
**FISCAL YEAR 2017**

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BDGT
	A	B	C	D	E	F	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	
JUDICIAL	282,087	311,269	207,513	282,056	206,611	104,658	66%
EXECUTIVE	480,602	482,335	321,557	411,568	260,795	221,540	54%
ADMINISTRATION	247,913	238,796	159,197	246,214	154,198	84,598	65%
CITY ATTORNEY	213,770	241,956	161,304	206,840	127,181	114,775	53%
PERSONNEL/HR	274,354	278,490	185,660	274,322	178,314	100,176	64%
FINANCE	569,608	620,402	413,601	543,228	362,251	258,151	58%
COMMUNITY DEV.	567,364	553,245	368,830	427,253	259,237	294,008	47%
POLICE	3,928,874	3,978,740	2,652,493	3,358,911	2,551,400	1,427,340	64%
CODE ENFORCEMENT	168,661	179,925	119,950	130,374	100,573	79,352	56%
ANIMAL SHELTER	133,690	135,490	90,327	134,256	58,829	76,661	43%
FIRE	1,276,366	1,345,406	896,937	1,171,724	788,534	556,872	59%
PUBLIC WORKS/AIRPORT	492,606	480,681	320,454	424,991	308,969	171,712	64%
PARKS	305,020	333,142	222,095	197,579	164,439	168,703	49%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	201,256	215,812	143,875	185,087	129,839	85,973	60%
MUSEUM	192,688	151,836	101,224	125,378	93,086	58,750	61%
GENERAL SERVICES	2,649,000	2,505,714	1,670,476	1,939,451	1,588,166	917,548	63%
SALARY CONTINGENCY	50,000	0	0	38,853	0	0	0%
TRANSFERS	505,058	740,703	493,802	505,058	486,336	254,367	66%
<b>TOTAL</b>	<b>12,539,117</b>	<b>12,793,942</b>	<b>8,529,295</b>	<b>10,603,143</b>	<b>7,818,758</b>	<b>4,975,184</b>	<b>61%</b>

**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU FEBRUARY 28, 2017 - 67% OF YEAR LAPSED 8 OF 12 MONTHS  
FISCAL YEAR 2017**

	A	B	C	D	E	G
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	100,000	100,000	66,667	114,446	13,504	14%
OPEN SWIM	0	0				0%
YAFL	6,000	3,000	2,000	2,030	1,320	44%
YABL	20,000	20,000	13,333	19,011	14,746	74%
SUMMER FUN PROGRAM	20,000	20,000	13,333	15,797	1,241	6%
RECREATION-OTHER	49,000	29,800	19,867	32,116	7,248	24%
GEN FUND TRANSFER	400,000	300,000	200,000	400,000	199,920	67%
<b>TOTAL</b>	<b>595,000</b>	<b>472,800</b>	<b>315,200</b>	<b>583,400</b>	<b>237,979</b>	<b>50%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU FEBRUARY 28, 2017 - 67% OF YEAR LAPSED 8 OF 12 MONTHS  
FISCAL YEAR 2017**

	A	B	C	D	E	F	H
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	552,495	423,276	282,184	523,505	347,212	76,064	82%
YAFL	3,500	2,000	1,333	2,964	600	1,400	30%
YABL	6,630	2,000	1,333	5,883	1,791	209	90%
OTHER OPERATING EXP.	66,610	77,250	51,500	66,610	28,307	48,943	37%
CAPITAL OUTLAY	4,000	6,600	4,400	3,779	1,413	5,187	21%
<b>TOTAL</b>	<b>633,235</b>	<b>511,126</b>	<b>340,751</b>	<b>602,741</b>	<b>379,323</b>	<b>131,803</b>	<b>74%</b>

**ENTERPRISE FUNDS-REVENUE COMPARISON  
THRU FEBRUARY 28, 2017-67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2017**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 YTD - ACTUAL	FY 2017 YTD - ACTUAL	
WASTE WATER (610)	2,826,738	2,859,638	1,906,425	2,783,241	1,936,900	68%
NATURAL GAS (620)	5,673,019	5,237,000	3,491,333	5,211,845	2,701,835	52%
SOLID WASTE (630)	3,547,294	3,404,700	2,269,800	3,518,794	2,322,305	68%
WATER (640)	4,742,650	4,743,050	3,162,033	4,825,859	3,351,358	71%
<b>Total of Enterprise Funds</b>	<b>16,789,701</b>	<b>16,244,388</b>	<b>10,829,592</b>	<b>16,339,739</b>	<b>10,312,398</b>	<b>63%</b>

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON  
THRU FEBRUARY 28, 2017-67% YEAR LAPSED (8 of 12 months)  
FISCAL YEAR 2017**

	<u>Budget to</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2016 BUDGET	FY 2017 BUDGET	FY 2017 YTD - BUDGET	FY 2016 ACTUAL	FY 2017 YTD - ACTUAL	FY 2017 AVAIL. BAL.	
WASTE WATER(610)	2,663,075	2,541,860	1,694,573	2,382,172	1,543,265	998,595	61%
NATURAL GAS (620)	6,178,945	5,938,026	3,958,684	4,974,033	2,963,504	2,974,522	50%
SOLID WASTE (630)	3,330,517	4,088,165	2,725,443	2,791,805	2,408,991	1,679,174	59%
WATER (640)	6,800,813	4,214,893	2,809,929	6,493,367	2,407,526	1,807,367	57%
<b>Total of Enterprise Funds</b>	<b>18,973,350</b>	<b>16,782,944</b>	<b>11,188,629</b>	<b>16,641,377</b>	<b>9,323,286</b>	<b>7,459,658</b>	<b>56%</b>

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 02/24/2017 **DEPT:** Finance

**MEETING DATE:** 03/15/2017

**ITEM/TOPIC:** Resolution 17-05

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution 17-05

**BACKGROUND/RATIONALE:** The City of Las Vegas is requesting increases to the FY2017 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

**STAFF RECOMMENDATION:** Approval

**COMMITTEE RECOMMENDATION:**

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULE-GIRON  
MAYOR

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

  
RICHARD TRUJILLO  
CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)



STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
BUDGET ADJUSTMENT RESOLUTION NO. 17-05

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; and

**WHEREAS**, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in/or out in various funds; and

**WHEREAS**, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional funds identified and;

**WHEREAS**, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

**WHEREAS**, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

**NOW, THEREFORE**, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS   15th   DAY OF MARCH, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

Reviewed and Approved as to Legal Sufficiency Only:

\_\_\_\_\_  
City Attorney

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 3/4/17

**DEPT:** Executive

**MEETING DATE:** 3/15/17

**ITEM/TOPIC:** Resolution 17-06 repeals and replaces resolution 16-45 establishing a convenience fee for credit and debit card transactions offsetting transaction fees charged by credit card companies

**ACTION REQUESTED OF COUNCIL:** Approval/Disapproval of Resolution 17-06.

**BACKGROUND/RATIONALE:** Resolution 16-45 adopted January 18, 2017 established a convenience fee for credit and debit card transactions for customers paying their utility bills. Resolution 17-06 will include an established fee for all credit and debit City transactions.

**STAFF RECOMMENDATION:**

**COMMITTEE RECOMMENDATION:**

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

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULE-GIRON  
MAYOR

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

  
RICHARD TRUJILLO  
CITY MANAGER

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

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

**CITY OF LAS VEGAS  
RESOLUTION NO. 16-45**

**A RESOLUTION ESTABLISHING A CONVENIENCE FEE FOR CREDIT AND DEBIT CARD TRANSACTIONS OFFSETTING TRANSACTION FEES CHARGED BY CREDIT CARD COMPANIES**

**WHEREAS**, the City of Las Vegas Utilities Department is currently absorbing transaction fees charged by credit card companies; and

**WHEREAS**, such transaction fees cost the Utilities Department an estimated \$2,700 per month; and

**WHEREAS**, that cost will rise along with the volume of credit and debit card transactions as online bill pay is made available to utilities customers; and

**WHEREAS**, it is common practice for government agencies to offset the expense of credit and debit card transactions by charging a fully disclosed convenience fee; and

**WHEREAS**, a \$1.25 per transaction fee will partially offset the expense incurred by the city for processing credit and debit card payments.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT:**

1. The City hereby establishes a convenience fee of \$1.25 per transaction for customers choosing to pay their utility bills by credit or debit card.
2. This resolution shall be in effect five days after its passage and publication.

PASSED, APPROVED and ADOPTED this 18 day of January, 2017.

  
\_\_\_\_\_  
Mayor Tonita Gurulé-Girón

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY ONLY

  
\_\_\_\_\_  
H. Chico Gallegos, City Attorney

CITY OF LAS VEGAS

RESOLUTION NO. 17-06

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 16-45 ESTABLISHING A CONVENIENCE FEE FOR CREDIT AND DEBIT CARD TRANSACTIONS OFFSETTING TRANSACTION FEES CHARGED BY CREDIT CARD COMPANIES**

**Whereas:** The City of Las Vegas Utilities Department and other City Departments are currently absorbing transaction fees charged by credit card companies; and

**Whereas:** such transaction fees cost the Utilities Department an estimated \$2,500 per month and also are an expense for other City departments; and

**Whereas:** that cost will rise along with the volume of credit and debit card transactions as online bill pay is made available to city customers; and

**Whereas:** it is common practice for government agencies to offset the expense of credit card transactions by charging a fully disclosed convenience fee; and

**Whereas:** A \$1.25 per transaction fee will partially offset the expense incurred by the city for processing credit and debit card payments;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Las Vegas that the City hereby establishes a convenience fee of \$1.25 per transaction for City customers choosing to pay their bills by credit or debit card.

ADOPTED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Richard Trujillo, City Manager

ATTEST:

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

Approved as to Legal Sufficiency Only

\_\_\_\_\_  
City Attorney

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 03/02/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 03/15/17

**ITEM/TOPIC:** Award request for proposals #2017-19 for Engineering Architectural Services to Molzen Corbin & Associates and WH Pacific and enter into agreements.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award proposal #2017-19 to Molzen Corbin & Associates and WH Pacific and enter into agreements.


**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed proposals for engineering architectural services in order to allow for the proper planning and execution of Utilities Projects to include planning and design, and other engineering services. These services will be utilized by each Utilities division as needed.

Advertised: February 6, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website  
Proposal Opening: February 28, 2017  
Number of Proposers: 4 – Molzen Corbin (379), WH Pacific (351), Spears Horn (320), Wilson & Company (did not qualify),  
Funding Source: City Funding  
Budget Line Item: Varies per division


**STAFF RECOMMENDATION:** Approval to award proposal #2017-19 to Molzen Corbin & Associates and WH Pacific and enter into agreements.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the March 14, 2017 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.**

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**TONITA GURULÉ-GIRÓN**  
**MAYOR**

  
\_\_\_\_\_  
**RICHARD TRUJILLO**  
**CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**  
**(PROCUREMENT)**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID/RFP AWARD)**

\_\_\_\_\_  
**H. CHICO GALLEGOS**  
**CITY ATTORNEY**  
**(ALL CONTRACTS MUST BE REVIEWED)**

### REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 3:00 p.m., Feb 28, 2017, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


Engineering Architectural Services

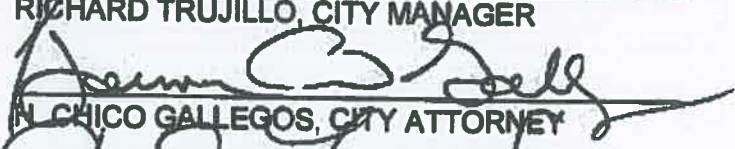
Proposal Forms and Specifications may be obtained from the following location:


1700 N GRAND AVE  
LAS VEGAS, NM 87701

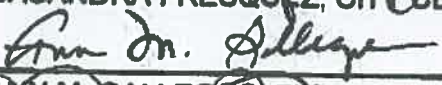
Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Engineering Architectural Services Opening No. 2017-19; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that 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.

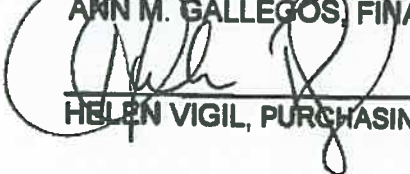
The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS  
  
 RICHARD TRUJILLO, CITY MANAGER

  
 N. CHICO GALLEGOS, CITY ATTORNEY

  
 CASANDRA FRESQUEZ, CITY CLERK

  
 ANN M. GALLEGOS, FINANCE DIRECTOR

  
 HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-19

Date Issued: 1/30/2017

Published:	<u>LAS VEGAS OPTIC</u>	<u>Feb 06,</u>	<u>2017</u>
	<u>ALBUQUERQUE JOURNAL</u>	<u>Feb 06,</u>	<u>2017</u>
	<u>www.lasvegasnm.gov</u>	<u>Feb 06,</u>	<u>2017</u>

**OFFEROR INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

SERVICE (S): Engineering Architectural 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 \_\_\_\_\_ }  
  } ss  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

(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: Feb 28, 2017, 3:00 p.m.; 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: \_\_\_\_\_, 2017. 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.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states 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.

APPLICATION OF PREFERENCE

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.

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) 8270700 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 Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

REQUEST FOR PROPOSALS FOR ENGINEERING ARCHITECTURAL SERVICES  
FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Engineering and Architectural Service for City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Engineering and Architectural Services on an as needed basis, as hereafter stated.

The duties shall include the following services:

Offeror will provide Engineering and Architectural Services in the following areas:

- a. Services provided would include complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
- b. Create a comprehensive Site Plan in accordance with the Unified Development Code (UDC), site utilities, facilities and drainage planning.
- c. Assist in developing the necessary information to review the current facilities, evaluate options for addition, re-use, space plan for facilities and future growth, generate alternatives for space requirements, workflows, activities and special uses.
- d. Facilitate meetings with City staff as needed to develop basic components and traffic planning of building program, including City's standard building systems, equipment and materials.
- e. Provide analysis of ground quality/stability for building foundations and paving design. Review, report and alert City of any issues found. Coordinate structural and civil engineer as related to the design.
- f. Obtain various surveys of the property. Review survey and alert City to any issues found. Coordinate with civil engineer for design if required.
- g. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- h. Prepare and submit Construction Documents, Architect's Cost Estimate, Specifications and Schedule for review and approval.
- i. Obtain and review applicable City standards and guidelines for design (Design Criteria manual, Unified Development Code) and provide design that meets City codes.
- j. Provide technical assistance completing environmental reviews, develop cost estimates during the planning process, assist in completing applications and obtain funding as needed.
- k. Provide other engineering and architectural services as needed.

The agreement term will be for one year with the option for renewal up to four years.

1. OFFEROR'S IDENTIFICATION:

State name and address of your organization or 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. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Utilities System. Respond to this as Section B of Offeror's proposal.

3. LICENSES:

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 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 C in Offeror's proposal.

4. EXPERIENCE IN ENGINEERING AND ARCHITECTURAL SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

5. EXPERIENCE AS A ENGINEER AND ARCHITECTURAL CONSULTANT:

The Offeror shall demonstrate at least five (5) years of proven performance working as a Engineer and Architectural Consultant.

6. DOCUMENTATION:

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

7. FINANCIAL:

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

8. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

9. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

10. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled 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.

11. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

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. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

13. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of

1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Engineering, Architectural services, Design Development Documents, Complete construction Documents and Specifications ..... 30%
2. Capacity and Capability: Offerors willingness, capacity and capability to perform the scope of work with such factors as project approach control of costs, quality of work, and meeting deadlines.....15%
3. Past Record of Performance and Familiarity with Engineering and Architectural services, provide a summary of three related projects itemized in item number 1 above, including contact information:.....15%
4. Familiarity with the Gallinas and Las Vegas area in which the work will be performed.....30%
5. Proximity to Las Vegas New Mexico.....10%

14. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

15. BONDS:

The successful offeror will be required to furnish a Performance Bond, 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.

16. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate 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 the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.



17. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

a. Funding

This solicitation is subject to the availability of funds to provide this service. 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.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) 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- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:

- (1) Notice to Offerors
- (2) Instructions and Information for Offerors
- (3) Proposal
- (4) Cost
  - a) Breakdown pricing for lodging
  - b) miles traveled, travel time, misc. travel expense,
- (5) Contract Agreement
- (6) Performance Bond
- (7) Labor and materials Payment Bond
- (8) General conditions and Provisions of the Scope of Service
- (9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form
- F. Cost
  - 1) Breakdown pricing for lodging
  - 2) miles traveled, travel time, misc. travel expense,

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: \_\_\_\_\_

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	
5. Proximity to Las Vegas New Mexico	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	

**CITY OF LAS VEGAS  
PROPOSAL/BID OPENING**

DATE: 28-Feb-2017

OPENING NO.: 2017-19

TIME: 3:00 PM

DEPARTMENT: UTILITIES/WATER

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

ITEM(S): ENGINEERING ARCHITECTUAL SERVICES

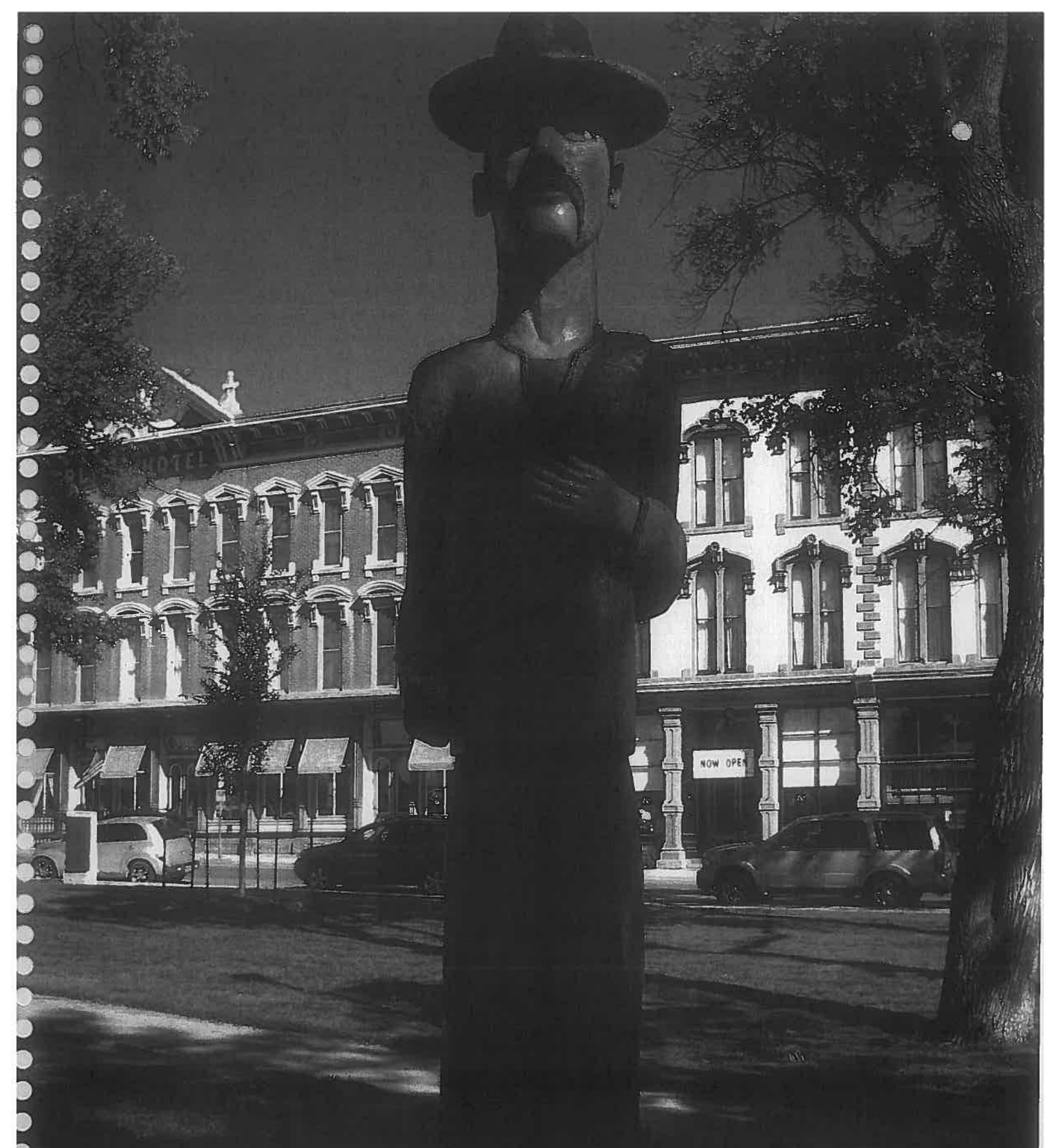
RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
Spears Horn Architects			✓	✓
Wilson & Company			1/A	✓
WH Pacific			✓	✓
Molzen Corbin			✓	✓

COMPANY REPRESENTATIVE	COMPANY NAME
<i>[Signature]</i>	CLV UTILITIES
<i>[Signature]</i>	CLV Utilities
<i>[Signature]</i>	CLV - Insurance
<i>[Signature]</i>	CLV Purchasing
<i>[Signature]</i>	CLV P/M
<i>[Signature]</i>	CLV B/M

(use other side of form when full)  
 SIGNALS TAKEN BY CITY CLERK:  
*[Signature]*  
 DATE: 2/28/2017

OPENED BY: FINANCE DEPARTMENT  
*[Signature]*  
 DATE: 2/28/17

COPIES TAKEN BY DEPT:  
*[Signature]*  
 DATE: 2/28/17



# City of Las Vegas

February 28, 2017

RFP Opening #2017-19

Engineering Architectural Services

**MOLZENCORBIN**  
ENGINEERS | ARCHITECTS | PLANNERS

# MOLZENCORBIN

February 28, 2017

Ms. Casandra Fresquez  
City Clerk  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

**RE: Engineering Architectural Services, Opening #2017-19**  
*(We are in receipt of Addendum No. 1.)*

Dear Ms. Fresquez and Members of the Selection Committee:

For more than 57 years, Molzen Corbin has designed projects in the public interest with the unwavering goal of a better New Mexico. We bring a wealth of talent, knowledge, and passion to each project we undertake. In review of this proposal for **Engineering and Architectural Services** for the City of Las Vegas, please consider the following strengths that we offer:

- **Innovative, realistic, and functional design solutions:** Successful aspects of our past projects have included flexibility and expandability, sustainability, and intuitive logical flow. Our facilities are designed to meet the changing needs of our clients for years to come, and to be secure, welcoming, and easy to navigate.
- **Maximum value for the money:** As specialists in municipal consulting, we are accustomed to working within stringent budget restraints. We pride ourselves in developing designs that are attractive, highly functional, and cost effective to build and maintain.
- **Responsive, personalized service:** Molzen Corbin is specifically structured and staffed to provide rapid response to the day-to-day project needs of public entities. We also understand that **the success of any project hinges on communication with the client, the users, and the community.** We will maintain excellent communication with you, the users, and the community, and will give all interested parties numerous opportunities to provide input into the design of projects.

We welcome the opportunity to use our experienced and talented project team to continue to help the City of Las Vegas realize your short-term goals and long-term vision.

Sincerely,  
MOLZEN CORBIN



Adelmo E. Archuleta, MS, PE  
President and Owner

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**Appendix**

- Offeror Information Form*
- Federal Tax ID Number*
- Resident Business Certificate*
- Campaign Contribution Form*
- Letter of Credit*

## A. Offerer's Identification

### About Molzen Corbin

Molzen Corbin is a local, nationally-ranked professional architecture and engineering firm. Established in Albuquerque in 1960, we employ 70 staff members who believe that New Mexico is a great place to live and work. We appreciate the challenges that our clients undertake on behalf of their communities and we respect their goals as our own.

### Name, Address, Telephone Number and Date When Firm Was Established

Molzen Corbin was established in 1960 and is a corporation owned by Mr. Adelmo Archuleta, PE. Our corporate offices are located at 2701 Miles Road SE, Albuquerque, New Mexico, 87106, (505) 242-5700.

### Federal Tax ID & NM Tax Identification Number

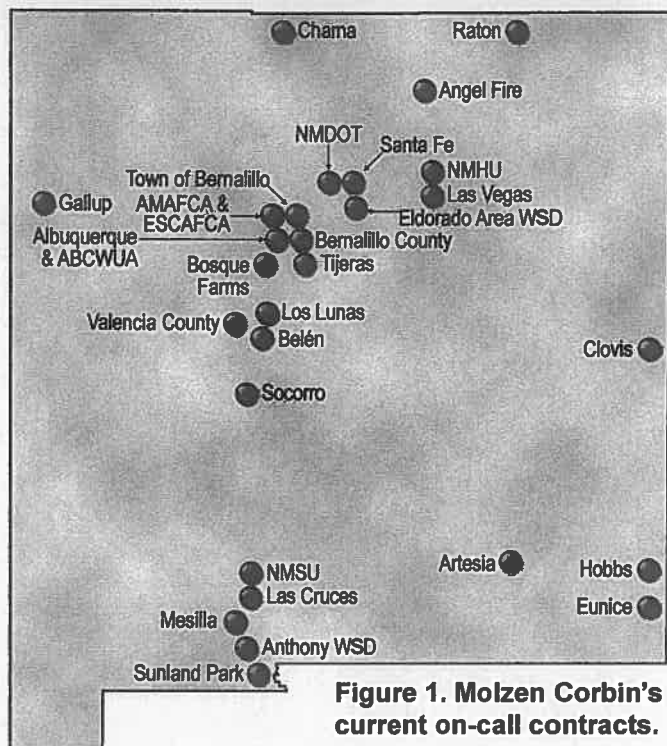
Molzen Corbin's Federal Tax ID number is 85-0166212. Our New Mexico Combined Reporting System (CRS) number is 01305771005. Our Resident Business Certificate Number is L1340229584.

### Person Authorized to Contract

Mr. John Quinn Pate, RA/RLA, Vice-President for Architecture at Molzen Corbin will be responsible for the preparation and execution of the contract.

### Experience Providing On-Call Engineering Services

Molzen Corbin pioneered the use of on-call engineering agreements in the 1980s. Today, on-call and retainer agreements remain at the heart of our business. We are specifically organized and staffed to provide responsive on-call services to clients Statewide. Over decades of experience, we have honed a service model that focuses on continuous improvement and on delivering value with every task and conversation. We are structured and staffed specifically to provide on-call services to public entities, and routinely go beyond "8-to-5." **Figure 1** (right) illustrates our current on-



**Figure 1. Molzen Corbin's current on-call contracts.**

call clients, including the City of Las Vegas. Our organization chart reflecting responsibilities and interface with City staff is highlighted in **Figure 2** on the following page.

### Organizational Chart

**Figure 2** on the next page is an organizational chart that clearly delineates lines of authority within Molzen Corbin. **Figure 3** on page 3 is a table of all the service areas and tasks requested by the City of Las Vegas in the RFP, correlated with the appropriate firm—either Molzen Corbin or one of our subconsultants.

### Subcontractors

Subcontractors noted on the organization chart on page 2 that may be used during the course of this contract are listed in the following section along with their professional licenses as applicable.



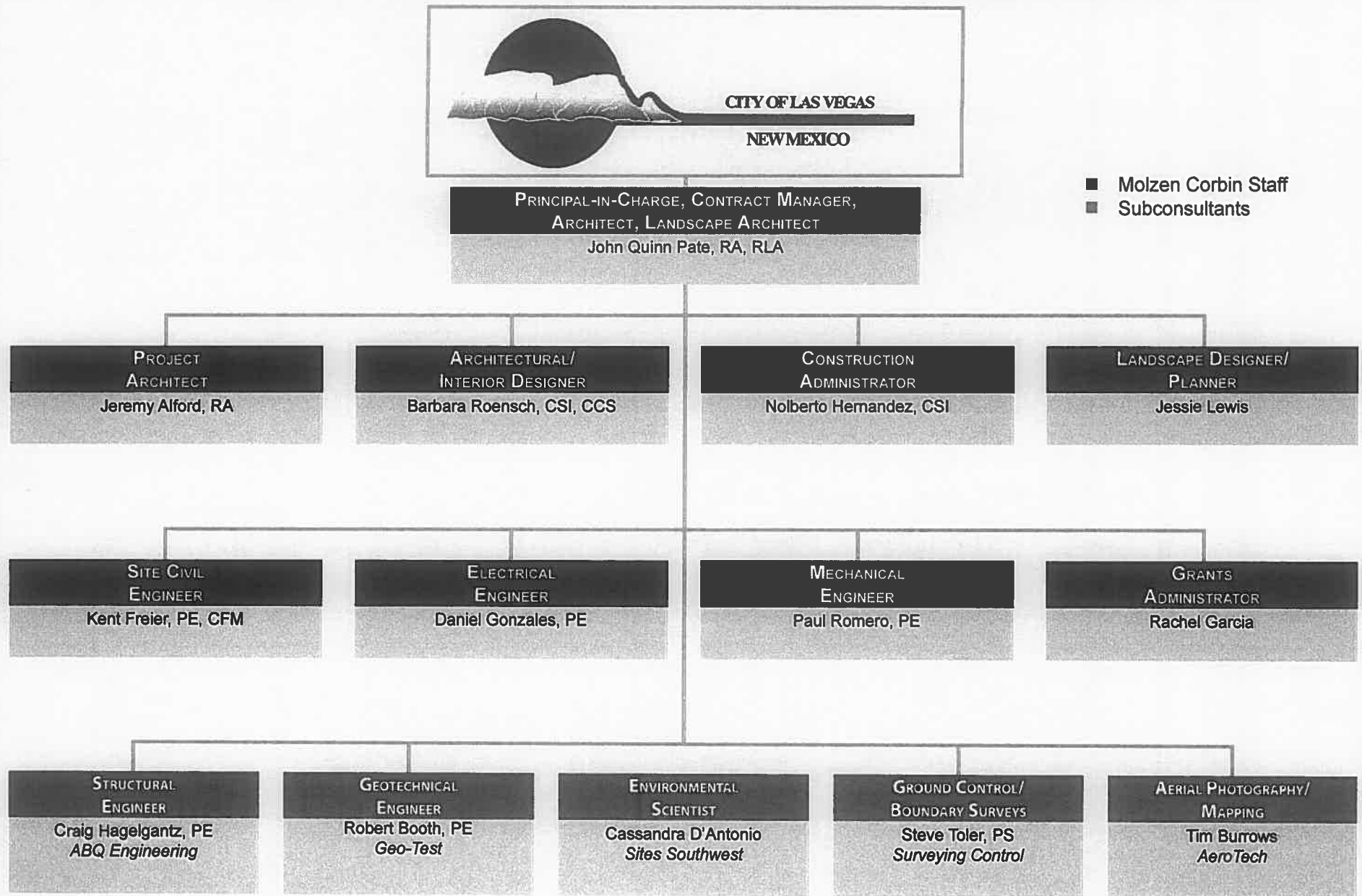


Figure 2. Molzen Corbin's project team offers technical expertise and local project experience.

Planning Services Tasks	Firm
Master Planning (determine & justify project needs, define project scope, & establish preliminary project requirements)	Molzen Corbin
Compatible Land-Use Planning	Molzen Corbin
Project Site Selection	Molzen Corbin
Data Collection	Molzen Corbin
NEPA Compliance (including Categorical Exclusions, Environmental Assessments, & Environmental Impact Studies)	Sites Southwest
Archeological & Cultural Site Surveys	Sites Southwest
Other Required Project Certifications (including cultural, historic, environmental, & State of New Mexico building permits)	Molzen Corbin
Participation in Public Information Programs & Other Presentations	Molzen Corbin
Architectural Services Tasks	Firm
Land Surveying (including property boundary, topographic, & aerial photometric)	SCI; AeroTech
Site Civil Engineering (including storm drainage & grading, parking lots, & landscaping)	Molzen Corbin
Building Architecture/Plans & Specifications (new facility construction, interior renovation & rehabilitation of existing facilities, & roof repairs or replacement)	Molzen Corbin
Landscape Architecture/Plans & Specifications (including parks, open spaces, trails, other recreational areas, airports, highways, land subdivisions, & commercial, industrial, & residential areas)	Molzen Corbin
Interior Design	Molzen Corbin
Structural Engineering & Design (including foundations, roofs, floor slabs, interior walls, & retaining walls)	ABQ Engineering
Geotechnical Engineering (assessments such as soil testing & groundwater testing for contamination & remediation)	Geo-Test
Mechanical System (including HVAC, plumbing, & natural gas)	Molzen Corbin
Electrical System	Molzen Corbin
Construction Engineering Expertise	Molzen Corbin
Project Certification	Molzen Corbin
Construction Bidding/Negotiation (provide all bid documents, advertise & secure contractor bids, negotiate on behalf of the City, analyze contractor bid results, furnish recommendations on contract award, & prepare contract documents)	Molzen Corbin
Construction Services Tasks	Firm
Contract administration including any required funding grant documentation	Molzen Corbin
Review & approve material submittals	Molzen Corbin
On-site construction quality assurance & construction management (inspection)	Molzen Corbin
Review, analyze, & approve laboratory & mill test reports	Molzen Corbin
Prepare & negotiate contract change orders	Molzen Corbin
Determine & recommend payment amounts to contractors	Molzen Corbin
Prepare as-built construction plans	Molzen Corbin
Grant Administration Tasks	Firm
Write, Prepare, Apply For, Submit, Administer, & Reimburse Sources of Project Funding; Prepare & Submit DBE Plans, Affirmative Action Programs, SWPPPs, & Comply With Any Other Grant Conditions	Molzen Corbin
Special Services Tasks	Firm
Traffic Impact Analysis	Molzen Corbin
Project Feasibility Studies	Molzen Corbin
Soils Investigations	Geo-Test
Boundary Surveys, Topographic Surveys, & Photogrammetry	SCI; AeroTech
FEMA Elevation Certifications	Molzen Corbin
On-Call Building Permit & Subdivision Review	Molzen Corbin
Compatible Land-Use Assessments of Private Development Encroachment (Annexation, Subdivision, Building Permit Reviews)	Molzen Corbin
Expert Witness Testimony (in a judicial and/or quasi-judicial setting)	Molzen Corbin
Building Inspection (evaluate all aspects of the building structure & its component systems)	Molzen Corbin & ABQ Engineering
Environmental, Archeological, & Cultural Site Assessments & Studies	Sites Southwest
Environmental Surveys, Assessments, & Monitoring (for indoor air quality, asbestos, mold, & other related services)	(1)

(1) We will work with any hazardous materials consultant that the City recommends.

**Figure 3. A table of all the service areas and tasks requested by the City of Las Vegas in the RFP, correlated with the appropriate firm—either Molzen Corbin or one of our subconsultants.**

## B. Personnel Experience

### Qualifications/Competence of Key Personnel

Below are the qualifications/competence of key personnel who would be assigned to City of Las Vegas architectural projects, including their professional background, education, and experience. We also include this information for known subcontractors.

#### John Quinn Pate, RA, RLA

**Principal-in-Charge/Contract Manager, Architect, Landscape Architect**

#### Professional Background:

New Mexico-registered architect (#1754) and landscape architect (#87)



**Education:** B.A. in Architecture, University of New Mexico

**Memberships:** American Institute of Architects, National Council of Architectural Registration Boards (NCARB), American Society of Landscape Architects

**Experience: 38 years.** Mr. Pate's approach to design balances function and aesthetics with a focus on cost savings, labor-saving building techniques and the efficient use of materials. His relevant project experience includes:

#### Parks/Recreation

- Golf Course Feasibility Study, City of Gallup
- Multi-Purpose Recreational Park, Anthony Water & Sanitation District
- Multi-Purpose Recreational Park, City of Belén
- Rotary Community Park, Town of Bernalillo
- Kelly Park at Fort Bliss, Texas, U.S. Army Corps of Engineers
- Heritage Park (including Skate Park), Village of Los Lunas
- Daniel Fernandez Park, Village of Los Lunas
- Community Park, Village of Los Lunas

#### Town Halls

- Town Hall, Town of Mesilla
- Municipal Complex, City of Sunland Park
- City Hall, City of Alamogordo

- Municipal Complex, Village of Tijeras
- Village Hall, Village of Corrales
- Village Hall Renovation, Village of Tularosa

#### Libraries

- Addition and Renovation, City of Belén
- Programming, Village of Cuba
- Jicarilla Apache Tribe/Town of Dulce
- Renovation, Village of Los Lunas
- Pueblo of Sandia

#### Community Centers

- Community Center at Belén Multi-Purpose Recreational Park, City of Belén
- Visitor's Center, Village of Los Lunas
- Youth Center at Daniel Fernandez Park, Village of Los Lunas
- Community Center, Town of Bernalillo
- San Juan County/Bloomfield Boys & Girls Club

#### Senior Centers

- Sandoval County (Renovation of Three)
- City of Belén
- Village of Los Lunas
- Village of Corrales

#### Airports

- Numerous Projects, Albuquerque International Sunport
- Terminal Renovations, Clayton Municipal Airport
- Terminal Renovation, Santa Fe Municipal Airport

#### Jeremy Alford, RA

**Architect**

#### Professional Background:

New Mexico-registered architect (#5519)

**Education:** M.A. in Architecture, University of New Mexico; B.A. in Environmental Design, University of Colorado

**Memberships:** New Mexico Chapter of the U.S. Green Building Council, National Council of Architectural Registration Boards

**Experience: 10 years.** Mr. Alford has experience in programming, master planning, schematic design, product research, design development, construction documents, cost estimating, landscape design, 3-D rendering, legislative requests,



and construction administration. He is proficient in AutoDesk AutoCAD, AutoDesk Revit, SketchUP, and Adobe Photoshop. Mr. Alford's project experience includes:

- Senior Center, City of Eunice
- Teen Center, City of Eunice
- Multipurpose Community Center, City of Belén
- YDI Centro Familiar Youth and Family Center, Bernalillo County
- Juvenile Detention Center Interior improvements, Bernalillo County
- Aquatic Center, City of Raton
- Practice Pavilion, UNM
- University Arena—The PIT Expansion, UNM
- Indoor Practice Facility, UNM
- Athletes' Mall, UNM
- Rio Bravo Skate Park, Bernalillo County
- Wastewater Treatment Plant, Village of Ruidoso
- Wastewater Treatment Plant, Village of Los Lunas
- Waste Transfer and Recycling Center, Village of Los Lunas
- Fire Station Addition, Village of Chama
- Fire Station, Village of Los Lunas
- Aircraft Rescue and Firefighting Building, Santa Fe Municipal Airport

**Barbara Roensch, CSI, CCS**

**Architectural/Interior Designer**

**Professional Background:** Certified Construction Specifier

**Education:** Associate in Architectural and Engineering Technologies, Albuquerque Technical-Vocational Institute (now New Mexico Central Community College)



**Memberships:** Construction Specifications Institute

**Experience: 27 years.** Ms. Roensch designs projects ranging from single buildings to large and multi-phased complex facilities. All of her projects have required detailed building code analysis, understanding and application of the ADA Accessibility Guidelines, building design, cost estimating, and construction document coordination. She is a certified specifications writer and is actively involved with the Construction Specifications Institute (CSI), through which she learns about the latest products used in her field. Also involved with the U.S. Green Building Council, Ms. Roensch understands sustainable design. Her project experience includes:

- Town Hall, Town of Mesilla
- Community Center, Phases I-III, Town of Mesilla
- Village Hall, Phase I & II, Village of Tijeras
- Town Hall, Village of Tularosa
- Intermodal Transportation Center, Village of Los Lunas
- Senior Center, Village of Tijeras
- Senior Center, Village of Tularosa
- Univision Radio Station, Phases I and II (Design/Build Project)
- Public Library Additions Phases IV and V, Village of Los Lunas
- San Juan Elementary School Reroofing, Española Public Schools
- Española Enterprise Office Complex Tenant Improvements and Lucero Center Swimming Pool Renovation, City of Española

**Nolberto Hernandez, CCCA, CDT**

**Construction Administrator**

**Professional Background:**

Construction Contract Administration and Construction Document Technology, Construction Specifications Institute

**Education:** Associate of Applied Science Degree in Construction Management Technology, CNM; Associate of Applied Science Degree in Architectural/Engineering Technology, New Mexico Central Community College

**Experience: 15 years.** Mr. Hernandez has experience in architectural design, construction documents, specification review, construction administration, and construction observation. He has provided construction observation services on dozens of projects around the state. A construction document technologist and a certified construction contract administrator, Mr. Hernandez is highly knowledgeable of pay applications construction change directives, change orders, and certificates of substantial completion. His project experience includes:

- La Mesa Administration Building, Doña Ana County
- Community Center Improvements, Town of Mesilla
- Town Hall Phases I and II, Town of Mesilla
- Mesilla Plaza Improvements, Town of Mesilla
- Library Addition and Renovation, City of Belén
- Village Hall Addition and Renovation, Village of Los Lunas



- Village Hall Expansion Phases I and II, Village of Tijeras
- Village Hall Renovations, Village of Tularosa
- Senior Center Improvements, Sandoval County
- Raymond G. Sanchez Community Center Stage Expansion, Bernalillo County
- Daniel Fernandez Youth Center Additions, Village of Los Lunas
- Intermodal Transportation Center, Village of Los Lunas

### Jessie Lewis

#### Landscape Designer/Planner

**Education:** B.A. in Environmental Planning and Landscape Design, University of New Mexico; A.A. in Liberal Arts, New Mexico Central Community College



**Experience: Nine years. Ms.**

Lewis's project experience includes AutoCAD drafting (drawings, details, and construction sets), developing and reviewing construction documents, and conducting construction-phase inspections. She researches codes, regulations, and zoning requirements for municipalities throughout New Mexico, attends planning & zoning (P&Z) commission meetings, and submits documents to P&Z for review and approval. She is knowledgeable in the U.S. Green Building Council's LEED project requirements. Ms. Lewis attends project meetings, compiles and prepares public presentations, prepares documents for municipalities' development and review processes, and meets with clients and city officials. Her project experience includes:

- Golf Course Feasibility Study, City of Gallup
- Reverse-Osmosis Water Treatment Plant Landscape, Anthony Water & Sanitation District
- Wastewater Treatment Plant/Booster Pump Stations Landscape, Anthony Water & Sanitation District
- Athletics Master Plan, New Mexico Highlands University
- Jaycee Park Site Master Plan, City of Artesia
- Becker Avenue Improvements/Streetscape, City of Belén
- NM 314 (Isleta Boulevard) Pedestrian Improvements and Bike Path (American Recovery and Reinvestment Act [ARRA] funding), Village of Los Lunas

### Kent Freier, PE, CFM

#### Site Civil Engineering

**Professional Background:** New Mexico-registered professional engineer (#8182), New Mexico Certified Floodplain Manager (#13-00337)

**Education:** B.S. in Civil Engineering, Texas Tech University

**Memberships:** American Council of Engineering Companies, American Society of Civil Engineers, American Public Works Association, New Mexico Flood Plain Managers Association



**Experience: 38 years.** Mr. Freier is a senior civil engineer whose experience covers nearly every facet of storm drainage, including hydrological analysis and hydrological design. His design experience includes storm drains, open channels, retention and detention ponds, erosion control, flood control dams, emergency spillways, primary spillways, drop structures, energy dissipaters, and grade-stabilization structures. Mr. Freier has also performed construction management on drainage projects.

### Daniel Gonzales, PE

#### Electrical Engineer

**Professional Background:** New Mexico-registered professional engineer (#19969)

**Education:** B.S. in Electrical Engineering Technology, New Mexico State University

**Memberships:** Water Environment Federation, National Fire Protection Association

**Experience: 11 years.** Mr. Gonzales specializes in power, instrumentation and controls, specifications, pre-design analysis and reports, cost estimates, and construction coordination. His recent projects include:

- Golf Course Feasibility Study, City of Gallup
- Senior Center Kiln Room Exhaust, Village of Los Lunas
- Public Safety Building Improvements, Town of Mesilla
- Public Works Building Renovation, Town of Mesilla
- Border Office Building Renovations, City of Sunland Park
- Senior Center Improvements, Town of Tatum



- Fire Station Improvements, Bernalillo County
- Fire Station Improvements, Village of Chama
- Kiosko Renovation and Plaza Lighting, Town of Mesilla
- Lobo Little League Lighting and Public Address System, Bernalillo County
- Village Hall Landscaping, Village of Los Lunas
- I-25 Beautification Project, Village of Los Lunas
- Bike Path, Village of Los Lunas
- Outdoor Basketball Court Lighting, Town of Tatum
- Joe Harvey Boulevard Landscaping, City of Hobbs
- Gateway Sign, City of Moriarty

**Paul Romero, PE**

**Mechanical Engineer**

**Professional Background:** New Mexico-registered professional engineer (#14932)

**Education:** B.S. in Mechanical Engineering, University of New Mexico



**Memberships:** American Society of Heating, Refrigeration and Air Condition Engineers, American Society of Plumbing Engineers

**Experience: 22 years.** Mr. Romero designs HVAC and plumbing systems for various facilities. His work includes mechanical design, construction cost estimation, project planning, and construction services including optimization of existing/new mechanical systems. His project experience includes gas line design and mechanical work at wastewater treatment plants, storm drain facilities, pump station facilities, medical facilities, educational/office facilities, and semiconductor facilities, Kirtland Air Force Base, and Sandia National Laboratories. Mr. Romero's project experience includes:

- Stadium Skybox Addition, New Mexico State University
- Border Patrol Office Facility, Sunland Park
- Fire Station, Town of Mesilla
- City Hall Annex Office Facility, City of Artesia

**Rachel Garcia**

**Grant Administrator**

**Education:** Bachelor of Business Administration, UNM

**Memberships:** New Mexico Infrastructure Finance Conference Planning Committee

**Experience: 15 years.** Ms. Garcia is a Grants Administrator with experience in marketing, public relations, and administrative support. She assists municipalities, counties, and other public entities with obtaining grants and loans for a wide range of projects. She helps communities define short- and long-term needs, searches for funding, and prepares grant applications, including briefing sheets for the State Legislature and the U.S. Congress. She is proficient in research and analysis; planning and implementation; writing funding applications; preparing briefing sheets; and coordinating tours to visit and request funding from legislators. Ms. Garcia participates in training workshops to further enhance her funding knowledge and continues to build strong relationships with a variety of funding agencies.



**Subconsultants**

**ABQ Engineering, Inc.: Craig Hagelgantz, PE**

**Structural Engineer**

**Professional Background:** New Mexico-registered professional engineer (#15559)

**Education:** B.S. in Civil Engineering, New Mexico State University

**Experience: 16 years.** ABQ Engineering has partnered with Molzen Corbin on several architectural projects, including the Mesilla Town Hall, the Mesilla Community Center, the Mesilla Kiosko, and the Anthony Water & Sanitation District Reverse-Osmosis Water Treatment Facility. The firm has completed projects throughout New Mexico, from small individual lots to large residential, commercial, and industrial sites. The firm's structural engineering services include details and sections, concrete foundations, floor framing, and roof framing. Mr. Hagelgantz has extensive experience in structural design of buildings; design of building sites, subdivisions, utility systems; and project management and civil planning.

**Sites Southwest: Cassandra D'Antonio****Environmental Group Manager****Education:** B.A. in Biology (Ecology)/English, UNM

**Experience: 20 years.** Ms. D'Antonio has experience as an environmental planner, manager, and regulatory compliance and policy specialist in the public works (transportation and water resources), defense, and private land development sectors. Currently she is the environmental compliance project manager and NEPA specialist on several statewide environmental services on-call contracts, including those with the NMDOT and the Energy, Minerals and Natural Resources Department (EMNRD) Abandoned Mines Program, and is the Clean Water Act (CWA) permitting specialist for the Gallup Reach of the Navajo-Gallup Water Supply Project. She also recently developed a Comprehensive Maintenance Plan for the City of Las Cruces' Flood Control Dam, a supplement to the O&M Manual, with an emphasis on ecological maintenance. Her experience also includes public outreach and involvement; conducting Phase I environmental site assessments and preliminary site investigations; CWA Sections 404 and 402 permitting; agency coordination and consultation; and participating in and leading interdisciplinary collaborative teams.

**Geo-Test, Inc.: Robert Booth, PE****Geotechnical Engineering****Registration:** NM PE #5711**Education:** B.S. in Engineering, Arizona State University

**Experience: 42 years.** Mr. Booth is a senior geotechnical engineer at Geo-Test with 42 years of geotechnical engineering experience in New Mexico and Arizona. He has worked on many types of projects including municipal water systems, wastewater lagoons, sedimentation basins, water-retention structures, tailings dams, mining facilities, power transmission lines, and transportation projects.

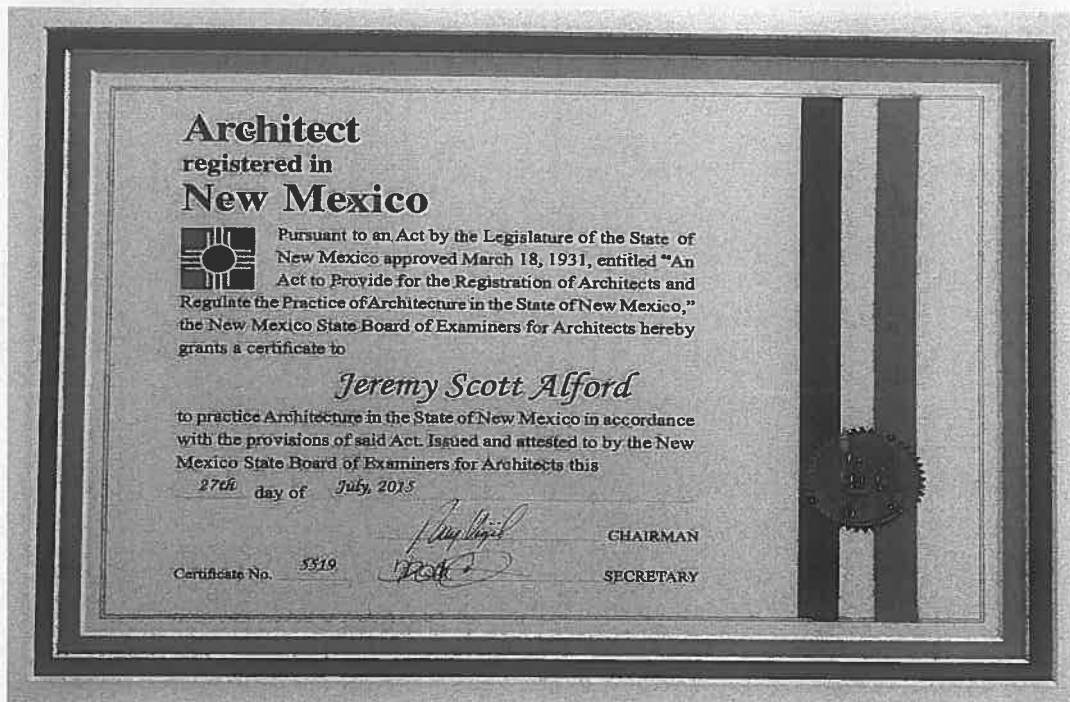
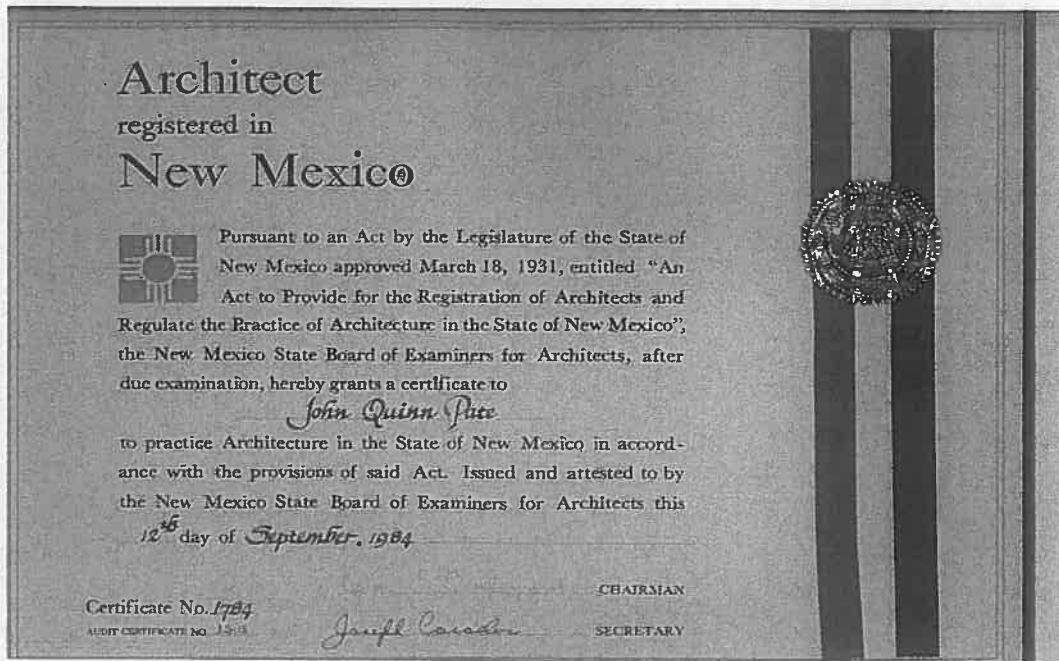
**Surveying Control, Inc.: Steve Toler, PS****Ground Control and Boundary Surveys****Registration:** NM PS #11599**Education:** B.S. in Civil Engineering, UNM

**Experience: 20 years.** Mr. Toler has extensive experience conducting control surveys, design surveys, topographic surveys and property surveys on projects for proposed roadway improvements.

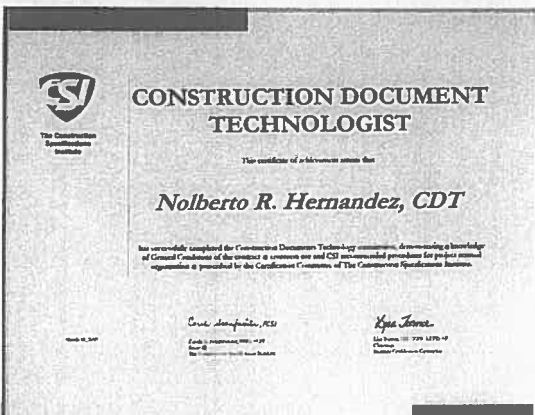
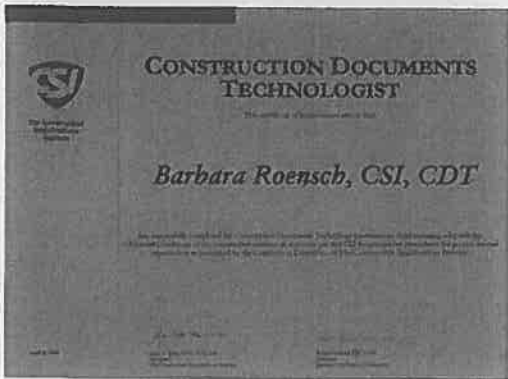
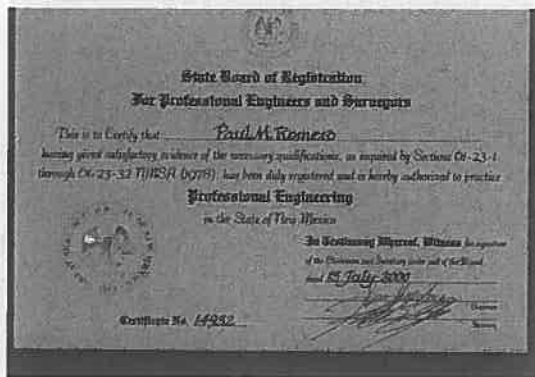
SCI was the first private company in New Mexico to acquire GPS equipment and has been retained by Trimble Navigation as a Beta Test Site for their new software and equipment releases. They have perfected techniques that allow the collection of more accurate data in a very short period of time utilizing methods such as rapid static, kinematic & real-time kinematic.

**AeroTech Mapping, Inc.: Tim Burrows****Photogrammetry and Mapping****Education:** GIS Certificate, ESRI

**Experience: 12 years.** Mr. Burrows' experience in photogrammetry includes extensive experience covering all phases of photogrammetric mapping. He has managed digital mapping projects for DOT agencies, flood control, federal highway design, mining, private consortia and survey/engineering firms. In project management assignments, he has earned an excellent record for customer service and reliability. Mr. Burrows has completed his GIS certificate with ESRI and has ongoing professional development through New Mexico Public Works Associations, and New Mexico Professional Land Surveyors Associations.





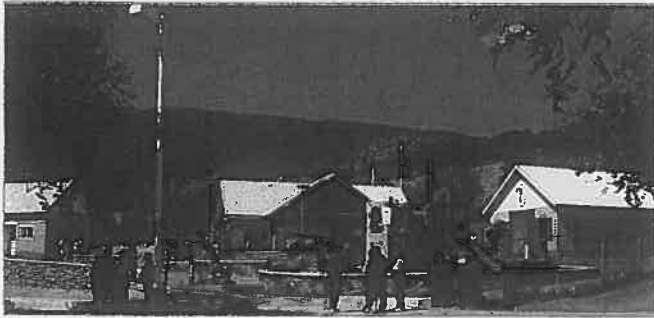


## E. Engineering & Architectural Services Experience

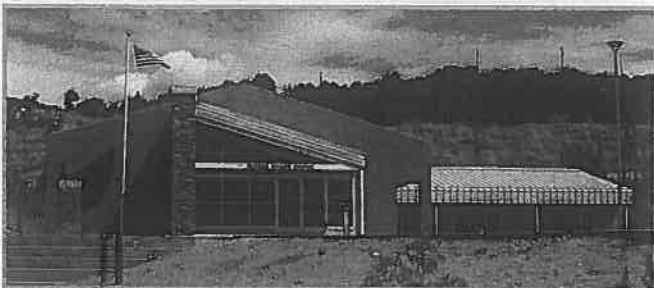
As indicated in previously, Molzen Corbin has sustained an outstanding reputation for delivering high-quality projects on time and within budget. Beginning on the next page we present detailed summaries of projects, many of which were completed under on-call contracts with the municipalities.

### Veterans' Memorial Park/Village Center, Village of Tijeras

- **Relevance to Anticipated Scope**
  - Park and Neighborhood Development
  - Renovation
  - New Construction
  - Grants Assistance



Molzen Corbin has provided on-call architectural and engineering services to the Village of Tijeras for close to 25 years, with an active and successful portfolio of architectural projects including the Village Hall and offices, Motor Vehicle Department, Fire Station, Senior Center, renovation of a historic church, and a Visitor's Center.



After Molzen Corbin designed renovations to the historic Santo Niño Church and converted the old post office into the Tijeras Visitor Center, the Village commissioned Molzen Corbin to design the

Tijeras Village Center. This community was park-designed to unify the district and provide a community gathering place with a multi-purpose shade pavilion, veterans' memorial, playground, passive recreation space, and public restroom facilities.

### Santa Fe Municipal Airport Terminal Renovation, City of Santa Fe

- **Relevance to Anticipated Scope**
  - Sensitive Renovation of Historic Landmark
  - Federal Security Standards
  - Federal Aviation Administration Component Americans with Disabilities Act (ADA) compliance safety issues and post 9/11-imposed security requirements established by the Transportation Security Administration were instrumental in triggering the renovation of the Santa Fe Municipal Airport Terminal. The overriding project challenge was integrating modern technology into the unique architectural design context of the original building. The existing exterior of the terminal presented a nice contextual appearance, but the interior was a cold patchwork of multiple minor facelifts that related little to the community it represented.



Molzen Corbin's resulting renovations addressed the safety and security issues and also created a warm, welcoming environment for travelers. Components included:

- Careful detailing that integrated special TSA equipment (in some cases, even built into the custom granite, wood, and stainless steel case-work)

- Careful design of male, female, and unisex ADA-compliant restrooms
- Airline check-in counters and car rental counters designed for ADA compliance
- Removal of awkward steps at the front and sides of the terminal and replacement with clean, sloping sidewalks that allow comfortable ADA access
- Previous circulation space, with great exterior views, was transformed into a comfortable waiting area by relocation of an existing restaurant entrance to an adjacent area
- Lighting was supplemented, holding onto the historical existing fixtures, and the existing HVAC system was retained with modifications for improved comfort



**Belén Library, City of Belén**

- **Relevance to Anticipated Scope**
  - Renovation of existing building
  - Sustainable, energy-efficient design
  - Flexible, comfortable space
  - Public Involvement



With a population of only 6,901, the City of Belén has historically been dubbed the “Hub City” be-

cause of its strategic location on the Transcontinental Railroad. The remodeling of the Belén Library has played a catalytic role in the revitalization of the City’s downtown, infusing the community with a sense of place and pride of ownership.



The library was originally designed in 1985 by Mr. John Quinn Pate (our proposed architect for the Gallup on-call contract). Then the City contacted Molzen Corbin to remodel the facility in 2006. The library has been reinvented as an intergenerational gathering place with reading and recreational areas designed to increase community use of this vital resource.

The original building was remodeled, and a 6,375-foot addition constructed. The challenge of providing individuality of space for diverse user groups was resolved by the use of color, light, and scale.

**Becker Avenue Revitalization, City of Belén**

- **Relevance to Anticipated Scope**
  - Masterplan Downtown Revitalization
  - Vertical and Horizontal Design Element
  - Interface Architecture, Landscape Architecture, Civil, Electrical, Utilities, and Irrigation





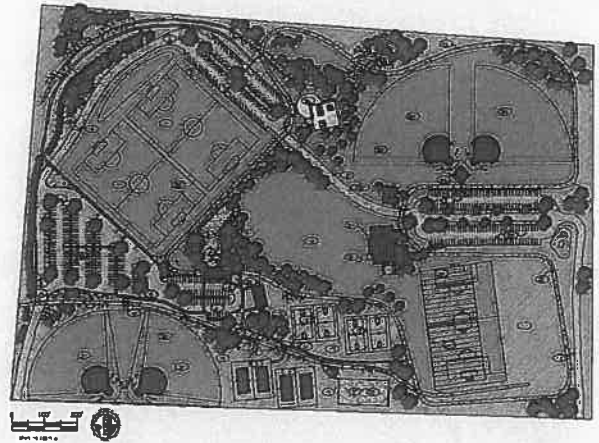
Molzen Corbin provided engineering, architectural, and planning services to help revitalize Becker Avenue, the “Heart of Belén.” This project, which required extensive outreach to local business owners, included engineering improvements such as increased parking spaces, universally accessible sidewalks, and drainage improvements.

Architectural improvements featured a tile-and-stucco arch at the west end serving as a symbolic “gateway” to Becker Avenue, a festival plaza with a performance gazebo, a nativity scene, and attractive, integrated furnishings that promote historic architecture.

### **Belen Recreational Park, City of Belén**

- **Relevance to Anticipated Scope**
  - Park and Recreational Planning
  - Park Design
  - New Construction
  - Phased Project Based on Available Funding

This multi-purpose recreational park for the City of Belén is a 47-acre facility that includes: soccer and softball fields; basketball, volleyball, and tennis courts; a jogging trail; picnic facilities; a bandshell; and a viewing green for events such as Cinco de Mayo. Buildings on the site include public restrooms and an indoor multi-purpose recreation facility. The master plan of the park included a significant stormwater system that manages historic offsite flows with channels and a drainage pond that can be used as an athletic field. The site design enables parking close to all venues. We designed the park’s roads and trails in a way that allows vehicles and pedestrians to circulate through the park with minimum conflict. Through funding from the New Mexico Arts Division’s One Percent for the Arts program, a marble sculpture also is located on the site. As funding from the legislature for this park continues, more art will be commissioned.



Molzen Corbin worked from the beginning with a citizen’s committee on the development, attending meetings and receiving/offering input. We conducted a survey to establish what facilities were high priorities. The design reflects the City’s concerns regarding the park’s location next to the Belén High School athletic fields, and circulation and access in conjunction with the school’s traffic issues. Water was brought to the site in conjunction with the Water Master Plan that Molzen Corbin was designing for the City.

### **Los Lunas Library Expansion, Village of Los Lunas**

- **Relevance to Anticipated Scope**
  - Multi-Phase Renovation
  - Facility Planning
  - Minimal Budget
  - Funding and Grant Assistance



Molzen Corbin was the prime architect for the renovation, extension, and ADA compliance of all five phases of the Los Lunas Public Library expansion and renovation. The existing Los Lunas Library was severely overcrowded with the collection, staff, and users. We renovated the existing facility, built two new additions, and brought it into full ADA compliance. Through careful scheduling, we completed the two additions with minimal disruption of library services.



The final phase of the Los Lunas Library is the product of the vision and potential that was seen in the remnants of the original building. This phase included the addition of 3,585 square feet with a new building entrance, staff room, public restrooms, a new circulation desk, and the stack and reading areas, which tie together all of the disparate previous phases. In addition, the parking lot was built and a major landscaping effort was undertaken.

## Architectural Projects Completed Under On-Call Contracts

### Mesilla Community Center



Molzen Corbin has designed four renovations of the Town's Community Center over the last 10 years. Located in the Old Mesilla Historic District, the facility is an adapted elementary school constructed at the turn of the century. The historic building houses the Town's senior's programs, Head Start programs, the teen court, and a large program room. All of the renovations were funded by the Community Development Block Grant program, and include: 2011 Renovations—Refinish original hardwood floor and re-carpet, repair plaster and paint, provide new window treatment, replace light fixtures, install fire-sprinkler system, install commercial kitchen improvements, new ceilings, new roof. 2010 Renovations—Restore

historic windows and doors, repair walls, ceilings, and woodwork to address window repairs, new stucco on the original building.

### Los Lunas Fire Station



The existing building was the former Village Hall and was renovated to meet current codes. The Fire Station has a training center and serves as the central dispatch for the Village. A new backup generator was added to the building. Apparatus bays were renovated to meet the current needs of the Village. Molzen Corbin is currently working with the Village of Los Lunas and its municipal bond process for a new 14,200-square-foot fire substation to serve the Village's growing west side.

### Los Lunas Village Hall Landscaping

The Village of Los Lunas municipal complex includes the Village's administrative offices, the police department, municipal courts, the Fred Luna Senior Center, and a public health clinic. The Village asked Molzen Corbin to design landscape and hardscape that would unify the campus, improve parking and access to the facilities, and project a professional image to the public. Our architects created a new circulation plan that separated parking for police and Village employees from public parking areas, improving traffic flow around the campus. We also created pathways between the buildings surrounded by durable, easily maintained, and attractive landscaping that is welcoming to visitors and a source of pride for residents.

### Park/Recreational Projects Completed Under On-Call Contracts

As highlighted in previous examples, our team members have conceptualized, designed, and upgraded numerous parks in the state. Team members have produced masterplans for refurbishing aged and heavily used municipal parks and athletic fields. Our park designs have addressed traffic control, play yard design, picnic areas, parking areas, pavilions and gazebos, and restrooms for the handicapped; trails; gymnasiums; aquatic facilities;

native, exotic and specialized landscaping and irrigation; athletic fields; courts for tennis, basketball, volleyball and horseshoes; skate parks; and stormwater features such as ponds and arroyos, and bridges. A sampling of parks projects includes:

- Montgomery Park and San Gabriel Park, City of Albuquerque
- Multi-Purpose Recreational Park, Anthony Water & Sanitation District
- Multi-Purpose Recreational Park (Eagle Park), City of Belén
- Rotary Community Park, Town of Bernalillo
- Kelly Park at Fort Bliss, Texas, U.S. Army Corps of Engineers
- Daniel Fernandez Park, Village of Los Lunas
- Artesia Jaycee Park, City of Artesia
- Lobo Little League, Bernalillo County
- Tatum Park Improvements
- Bluewater State Park

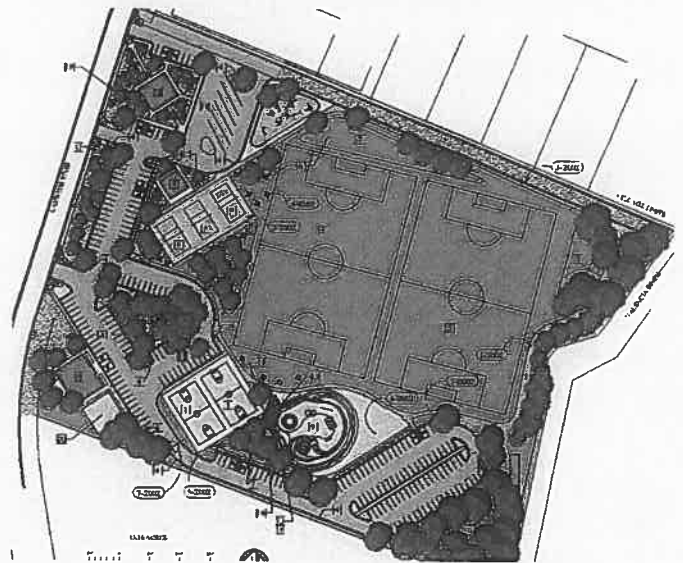


**Soccer Field at Daniel Fernandez Park in the Village of Los Lunas.**

### **Heritage Park Improvements, Village of Los Lunas**

Heritage Park is a 13.3-acre, multi-purpose recreational park with volleyball and basketball courts, two soccer fields, a playground, a jogging/walking/cycling trail, and a skateboard facility. It addresses a need for more recreational opportunities east of the Rio Grande. The project included grading and irrigation at the multi-purpose fields, a picnic area, and a recreational vehicle dump station.

The park also includes a skateboard facility that incorporates structures that skaters love to use in the street—such as ramps, planters, stairs, and rails—plus a half-pipe, bowl, pyramid, and fly box. The facility is the culmination of ideas expressed through drawings and models from in-line and



board skaters from the community and synthesized by the Molzen Corbin design team.

The park landscape includes native oaks, other drought-resistant trees, and native and drought-resistant exotic shrubs. The irrigation system for the soccer fields, trees, and shrubs is designed to minimize water use and maintenance via low-flow bubblers and spray heads properly placed to optimize the water used.

Molzen Corbin has held a continuous on-call with the Village of Los Lunas for 52 years, and has conceived and designed numerous phases of other parks in the Village as well under the on-call contract. The architectural division has also planned and designed numerous municipal buildings such as the Village Administrative Complex, Senior Center, Recreation Center, Multimodal Transportation Center, fire stations, libraries, visitor's center, and historical museum.

### **References**

**Mr. Michael Jaramillo, Public Works Director  
Village of Los Lunas  
505.352.7629**

**Honorable Gloria Chavez, Mayor  
Village of Tijeras  
505.281.1220**

**Mr. Dale Tafoya, Public Works Director  
City of Belen  
505.966.2580**

# F. Engineering & Architectural Consultant Experience

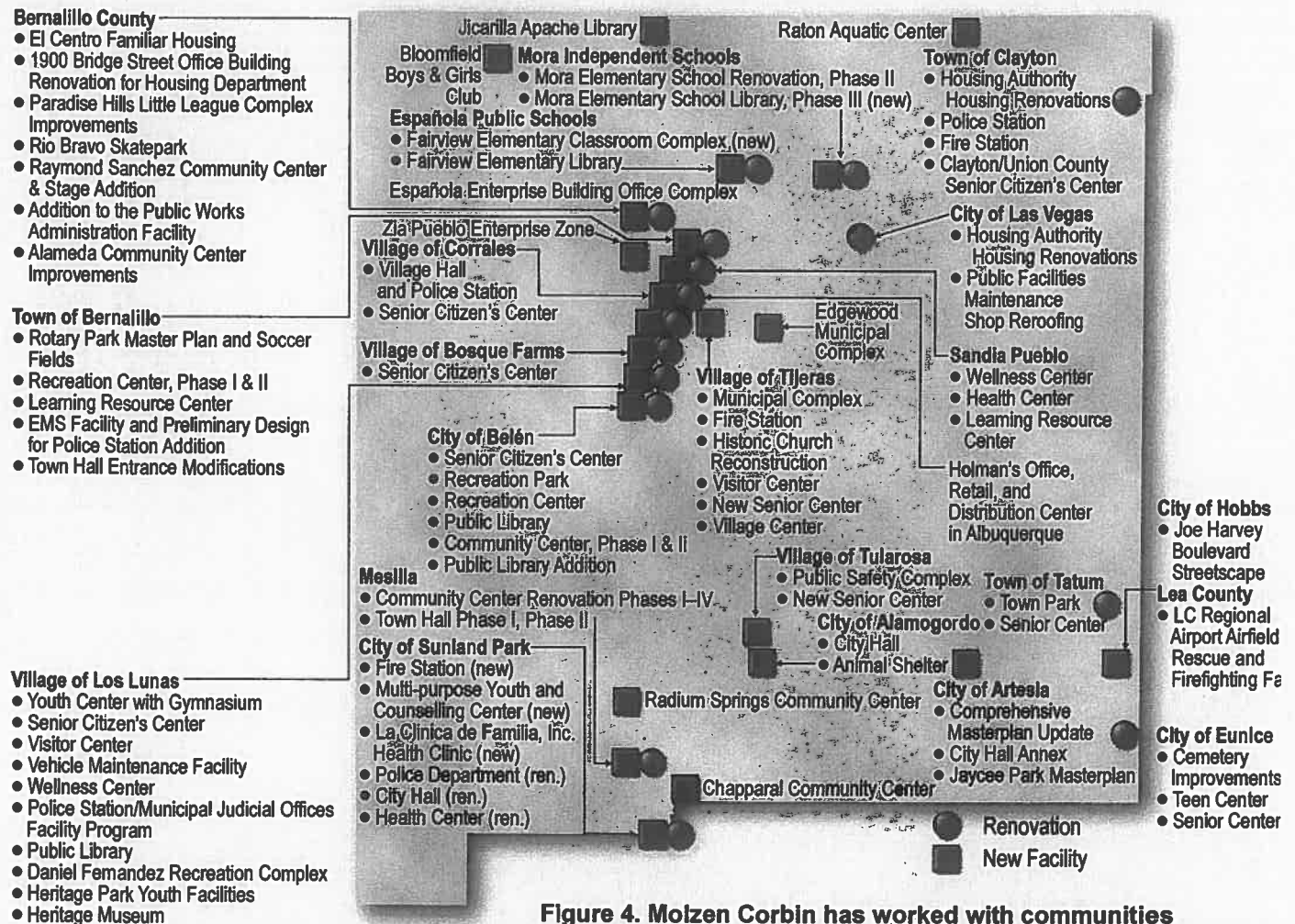
## Architecture and Site Development

For close to **60 years** Molzen Corbin has sustained a strong track record for providing high-quality consulting, planning, and design and construction-phase services to clients, including diverse experience in site development, architecture, and landscape architecture. Our statewide experience in architecture projects is shown in **Figure 4** below. Our architectural division specializes in practical and functional architectural design for public entities. Their experience encompasses the planning and design of diverse public service buildings—including public safety facilities, airport terminals, offices, city halls, multipurpose recre-

ational facilities, parks, and aquatic facilities—as well as community and regional planning.

Molzen Corbin also offers the City full in-house capabilities in landscape architecture. We have produced landscape designs and site plans for buildings, public spaces, urban streetscapes, roadways, and parks, including site plans.

In summary, Molzen Corbin has extensive knowledge of all local, state, and federal regulations and standards, and is able to advise the City of Las Vegas with regard to these regulations and standards and how they apply to a proposed project.



**Figure 4. Molzen Corbin has worked with communities statewide to develop facilities that are attuned to community needs and harmonize with existing surroundings.**

## Project Experience in Las Vegas

Since 1964, Molzen-Corbin has served the City of Las Vegas in the areas of water planning, supply, storage, transmission and distribution; wastewater treatment including effluent re-use; drainage; street improvements; airport planning and design; utility rate studies; industrial park planning and design and grant procurement and administration.

No other professional firm can claim the same depth of knowledge of the infrastructure of the City of Las Vegas, match our successful track record of service, or provide archives of historical improve-

ments in the City. **Figure 5** below provides a partial listing of the projects that we have completed for the City.

## Past Project Performance

Molzen Corbin has sustained an outstanding reputation for delivering high-quality projects on time and within budget. In **Figure 6** we present information on recent relevant projects, including the owner's project budget, the final construction cost estimate, the bid price (including accepted alternates), and the total number and cost of any change orders, along with contact information.

Project History Highlights for the City of Las Vegas	
<b>Planning/Studies/PERs</b>	<ul style="list-style-type: none"> <li>-2011 Finished portion of Master Water Supply PER</li> <li>-1988 Water Master Plan</li> <li>-Water Treatment Facility Plant Phase II Design Study</li> <li>-Water Supply Alternatives Evaluation</li> <li>-Raw Water Storage Alternatives Evaluation</li> <li>-Water Loss Evaluation and Implementation Plan</li> <li>-Hydraulic Capacity Evaluation of Northern Service Area</li> <li>-Taylor Well Field Evaluations</li> <li>-Water Supply Needs &amp; Alternatives Summary Report</li> <li>-Utility Rate Analysis</li> <li>-State Police Building Needs Architectural Technical Assessment</li> </ul>
<b>Water Supply</b>	<ul style="list-style-type: none"> <li>-Taylor Well No. 4: Tank, Booster Pump Station, Well Transmission Line</li> <li>-Taylor Well No. 2: Well, Well Building, Well Transmission Line</li> <li>-Valencia Tank Pressure Zone Improvements</li> </ul>
<b>Water Distribution</b>	<ul style="list-style-type: none"> <li>-NM 518 Utility Improvements from Legion Drive to Storrie Lake</li> <li>-Mills Avenue Utility Improvements</li> <li>-East Loop Segment A and Segment B</li> <li>-Westside Water Improvements</li> </ul>
<b>Water Transmission</b>	<ul style="list-style-type: none"> <li>-12" Transmission Line from Camp Luna to Valencia Tank</li> <li>-8-inch Water Line from Taylor Well No. 4 to Valencia Tank</li> </ul>
<b>Wastewater Treatment</b>	<ul style="list-style-type: none"> <li>-North Grand Effluent – Phase I</li> <li>-Supplemental Facilities Plan/Preliminary Engineering Report for Improvements to Wastewater Treatment Plant</li> <li>-Wastewater Treatment Plant Renovations Study</li> <li>-Wastewater Treatment Plant Improvements</li> <li>-Operations Services</li> <li>-Sludge Disposal Facilities</li> <li>-Sludge Thickener</li> <li>-Entrance Works Enclosure</li> <li>-PNM Effluent Tank</li> </ul>
<b>Effluent Reuse</b>	<ul style="list-style-type: none"> <li>-Cinder Road Effluent Line</li> <li>-Rodriguez Park Effluent Reuse</li> <li>-New Mexico Avenue Effluent Line Crossing</li> <li>-Gallinas River Effluent Line</li> </ul>
<b>Sewer</b>	<ul style="list-style-type: none"> <li>-2002 Sewer System Improvements</li> <li>-Cinder Road Sewer Interceptor</li> </ul>

**Figure 5. Molzen Corbin has a long working relationship with the City of Las Vegas, including a number of water/wastewater projects.**



Project / Contact	Owner's Project Budget	Final Construction Cost Estimate	Bid Price (Including Accepted Alternates)	Met Schedules
<b>Veteran's Memorial Park/Village Center</b> Village of Tijeras, Mayor Gloria Chavez, (505) 281-1220	\$582,090	\$575,000	\$553,395	✓
<b>Santa Fe Municipal Airport Terminal</b> City of Santa Fe, Ms. Mary MacDonald, Project Manager, (505) 955-5934	\$575,000	\$525,000	\$548,000	✓
<b>Belén Library</b> City of Belén, Ms. Brenda Gurule, Recreation Director, (505) 417-7759	\$2,300,000	\$2,400,000	\$2,000,000	✓
<b>Becker Avenue Revitalization, Phase 1</b> City of Belén, Mr. Dale Tafoya, Public Works Director, (505) 966-2580	\$1,785,000	\$1,554,000	\$1,665,000	✓
<b>Belén Recreational Park, Phase 1</b> City of Belén, Ms. Brenda Gurule, Recreation Director, (505) 417-7759	\$550,000	\$540,000	\$507,450	✓
<b>Library Expansion</b> Village of Los Lunas, Mr. Michael Jaramillo, Public Works Director, (505) 352-7629	\$383,000	\$355,000	\$338,900	✓

Figure 6. Molzen Corbin has a strong track record of delivering projects on time and within budget.

## G. Documentation

Documentation of education, certifications and qualifications are featured under Section B. Personnel Experience. Professional Licenses are provided in Section C. Licenses.

## H. Cost

- Lodging** – Lodging will be charged, when and if necessary, at the State of New Mexico approved per diem rate at the time it is incurred. In the event of long-term lodging needs for a project, alternate sources of lodging would be sought in order to reduce the cost to less than the per diem rate for the project.
- Mileage** – Mileage will be charged, when and if necessary, at the prevailing rate approved by the Internal Revenue Service at the time the expense is incurred, which is the method that all mileage is currently billed. Travel time will be billed as necessary at the prevailing hourly rate of the individual travelling.

## I. Financial

We have provided a copy of the letter requested in your RFP. It is located in the appendix of this proposal.

## J. Additional Information

### Capability to Meet Schedules, Budgets, and Requirements

#### Capability to Meet Schedules

Molzen Corbin's success in delivering projects on time is due primarily to three important factors:

- **Detailed Project Schedule**—A detailed project schedule is developed and includes critical milestones and activities required of all stakeholders including project production and review. The schedule is used as a tool to help manage project progress, and regularly scheduled meetings are used to secure valuable input.
- **Local Project Control**—Because Molzen Corbin is a New Mexico company and is locally owned and operated, project control is established effectively and efficiently. The local control allows dedication of all resources needed to meet critical deadlines while providing the agility needed for unanticipated changes.
- **Team Experience**—Our team has been working together on many past projects for many years. This experience translates to effective and efficient production of design documents.

Our project team has accomplished literally hundreds of projects for municipalities in the past, so we know what efforts are required and how to organize and schedule those efforts to complete the project on time. In fact, in many cases we deliver ahead of schedule. Below are examples of projects with demanding schedules and/or extenuating circumstances and how we met or exceeded them.

- Having procured a new ARFF vehicle, the **Santa Fe Airport** needed a new **ARFF facility** to comply with Federal Part 139 requirements. This \$2.3-million project was designed on an accelerated timeframe to capture AIP funding. As scheduling was critical to acquiring "use it or lose it" funding, completion of construction and commissioning of the building had a drop-dead date. Molzen Corbin programmed and designed the building in record time to allow ample time for construction.

- For the **Bernalillo County Housing Department**, we completed design of renovations and new facility design for the **El Centro Familiar Housing project** on a condensed schedule. A typical design schedule for a renovation and new facility design project is six months; Molzen Corbin completed the design and bid the project in only three months.
- The design of the **Alamogordo City Hall**, a \$2.3-million, 21,000-square-foot facility, began in April and was ready for bidding in June. Design included not only basic design services, but also programming, interior design, and landscape design services. This three-month schedule included programming through construction documents.

#### Capability to Meet Budgets

We set up cost control systems early in the initial phase of work:

- For each project, Molzen Corbin develops Excel workbooks with individual spreadsheets for each project component. We use actual costs for labor and unit prices from previous jobs to provide the most accurate estimates possible.
- During design we review the cost estimate at any scope change, pricing change, and for each milestone submittal. We also review the cost estimate at design coordination meetings.
- Once the design is completed, we update the overall cost estimate, considering any cost shifts in the construction industry or design changes. We develop the final cost estimate at this time and submit it to the City prior to bid opening.
- Changes in the cost estimate trigger a review in the overall project budget to assess the effect that the change may have on the overall cost.

During the project design and through construction, if it appears that the budget will be exceeded or if the project scope can be achieved at a lower cost than discussed during negotiations, we:

- Determine the difference between the original and updated estimates and the reason for the difference.

- Communicate the cost differences and the probable causes of those differences to the City and discuss possible courses of action.
- If the budget is being exceeded, we make recommendations to bring costs in line with the budget or, if necessary, make changes to the project scope or the budget itself. If the project scope can be achieved at a lower cost, we communicate this fact to the City.

## Capability to Meet Project Administration Requirements

Molzen Corbin's proactive project management approach results in the successful execution of high-quality projects. This approach is exemplified by the cost-control measures and the schedule-control measures detailed above. More than 90% of our clientele are repeat customers.

Molzen Corbin routinely uses the following elements in our quality assurance/quality control program:

- **Develop Project-Specific QA/QC Plan** (0.5% of Total Project)—It is vital to establish quality expectations at the beginning of a project.
- **Provide Project Audit Reports** (2.5% of Total Project)—An excellent way to maintain quality; reports help establish measurable expectations and require team accountability.

Quality expectations are made clear to team members at the project kickoff meeting. At 30%, 60%, 90% and PS&E design completion, plans move through a three-level quality assurance program:

- **Level I**—Design team reviews each plan for quality, accuracy, and adherence to design standards.
- **Level II**—A Level II QA peer review is conducted. Any plans not meeting quality standards are returned to the project team for rework. Such plans are rechecked by the design team and then returned to Level II.
- **Level III**—Plans that pass Levels I and II are checked by the project manager, who performs an in-depth quality review for accuracy, adherence to design standards, readability, and overall quality. Any plans not meeting our strict quality standards are reworked and re-reviewed.

**Constructability**—We ensure constructability through careful design, easy-to-read plans, and detailed specifications.

**Percentage of Change Orders**—Typically our overall change orders, including owner-requested changes, are less than 3% of the bid amount.

## K. Campaign Contribution Disclosure Form

This form is located in the appendix of this proposal

**OFFEROR INFORMATION**

OFFEROR: MOLZEN CORBIN

AUTHORIZED AGENT: Adelmo Archuleta, PE

ADDRESS: 2701 Miles Road, S.E.

TELEPHONE NUMBER ( 505 ) 242-5700

FAX NUMBER ( 505 ) 242-0673

DELIVERY: February 28, 2017

STATE PURCHASING RESIDENT CERTIFICATION NO.: L1340229584

NEW MEXICO CONTRACTORS LICENSE NO.: NA

SERVICE (S): Engineering Architectural Services

**THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.**

**AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL**

STATE OF New Mexico }  
 COUNTY OF Bernalillo } ss

I, Adelmo Archuleta, MS, PE of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

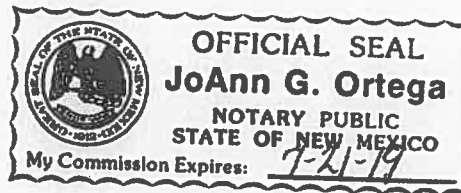
Subscribed and sworn to before me, this 28<sup>th</sup> day of February, 2017.

Adelmo Archuleta  
 Signature

JoAnn G. Ortega  
 Notary Public Signature

My Commission Expires: 7-21-19

(SEAL)



**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.

**APPLICATION OF PREFERENCE**

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.

**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: 85-0166212

SOCIAL SECURITY NUMBER: NA

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT BUSINESS CERTIFICATE

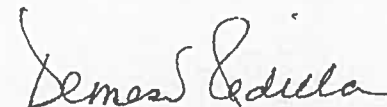
Issued to: **MOLZEN-CORBIN & ASSOCIATES, INC.**

DBA: **MOLZEN-CORBIN & ASSOCIATES, INC.**  
**2701 MILES RD SE STE 200**  
**ALBUQUERQUE, NM 87106-3228**

Expires: **04-Dec-2017**

Certificate Number:

**L1340229584**



Demesla Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.**

  
\_\_\_\_\_  
Signature

February 27, 2017  
\_\_\_\_\_  
Date

President and Owner, MOLZEN CORBIN  
\_\_\_\_\_  
Title (Position)



 **BANK OF ALBUQUERQUE**

100 Sun Avenue NE, Suite 500  
Albuquerque, New Mexico 87109

[www.bankofalbuquerque.com](http://www.bankofalbuquerque.com)

February 27, 2017

City of Las Vegas NM  
1700 N. Grand Avenue  
Las Vegas, NM 87701

RE: Molzen-Corbin & Associates, Inc.

To Whom it May Concern:

The above referenced company has been an exemplary client of Bank of Albuquerque since July 2004. The Company is run by individuals who are very knowledgeable, experienced, and of high integrity. Overall, we feel Molzen -Corbin & Associates, Inc. conducts its banking business in a satisfactory manner and is well managed.

The Bank's depository relationship with the Company consists of several depository accounts with total average balance over the last year in the moderate seven figures.

This letter is given in strict confidence for the benefit of Molzen-Corbin & Associates, Inc. for reference purposes only. Please feel free to contact me if you require additional information.

Sincerely,



John M. Valentine

SVP Commercial Banking  
100 Sun Avenue, Suite 500  
Albuquerque, NM 87109  
505-222-8421

[jvalentine@bankofalbuquerque.com](mailto:jvalentine@bankofalbuquerque.com)

**MOLZEN-CORBIN & ASSOCIATES**  
**STANDARD BILLING RATES**  
As of August 15, 2016

DEPARTMENT	BILLING CATEGORIES	RATE
<i>Architectural</i>	Principal Architect	\$205
	Senior Architect	\$180
	Project Architect	\$145
	● Registered Architect	\$110
	Intern Architect 2	\$100
	Intern Architect 1	\$80
	● Senior Architectural Designer	\$115
	● Architectural Designer I	\$100
	● Planner	\$90
	Landscape/Irrigation Designer	\$90
<i>Civil Engineering</i>	Principal Engineer	\$205
	Senior Engineer	\$185
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$100
	Engineering Intern I	\$90
	Senior Civil Design Specialist	\$130
	Engineering Design Specialist	\$115
	Engineering Design Tech	\$110
	Associate Engineering Design Tech	\$85
<i>Electrical Engineering</i>	Principal Engineer	\$205
	Senior Engineer	\$190
	Project Engineer	\$160
	Professional Engineer	\$135
	Engineering Intern II	\$115
	Engineering Intern I	\$95
	Engineering Design Specialist	\$105
	Engineering Design Tech	\$100
	Associate Engineering Design Tech	\$85
<i>Mechanical</i>	Senior Mechanical	\$165
<i>Water Resource Engineering</i>	Principal Engineer	\$205
	Senior Engineer	\$100
	Project Engineer	\$155
	Professional Engineer	\$130
	Engineering Intern II	\$105
	Engineering Intern I	\$95
	Sr. Engineering Design Specialist	\$130
	Engineering Design Specialist	\$115
	Engineering Design Tech	\$110
	O & M Specialist	\$100
Associate Engineering Design Tech	\$80	
<i>CADD / Survey</i>	CADD Operator II	\$70
	CADD Operator I	\$65
	Survey Technician	\$80
	Two Person Survey Crew	\$160
	Two Person GPS Survey Crew	\$185
	Licensed Surveyor	\$185
<i>Construction Observation</i>	Senior Observer/Manager	\$95
	Senior Observer	\$85
	Observer	\$80
<i>Administration</i>	Administrative Aide II	\$55
	Administrative Aide I	\$45
	Administrative Support	\$85
	Grants/Technical Administrator	\$95
	Computer Technician	\$105
	Senior Technical Writer / Editor	\$80
<i>Miscellaneous Expenses</i>	Copies	Per Copy \$0.110
	Color Copies	Per 8 1/2 x 11 Copy \$1.000
	Color Copies	Per 11 x 17 Copy \$2.000
	Mileage	Per Mile (per IRS)
	Prints/Plots(24x36)	Per Sheet \$3.000
	Myfars(24x36)	Per Sheet \$10.500
	Sub-Consultants	Cost x 1.1

### EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Miriam Cordova

DATE: 3/1/17

RATING SHEET FOR: Engineering and Architectural Consulting Services		
Offeror: <u>Molzen Corbin</u>		
ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience		
	<u>30</u>	<u>28</u>
2. Capacity and Capability		
	<u>15</u>	<u>15</u>
3. Past Record of Performance		
	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations		
	<u>30</u>	<u>28</u>
5. Proximity to Las Vegas New Mexico		
	<u>10</u>	<u>10</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>96</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: MARIA Givarey

DATE: 3/1/17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: Molzen Corbin

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – EENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	30	25
2. Capacity and Capability	15	13
3. Past Record of Performance	15	13
4. Familiarity with the City of Las Vegas and land use regulations	30	29
5. Proximity to Las Vegas New Mexico	10	8
<b>TOTAL</b>	<b>100</b>	<b>89</b>

## EVALUATION SHEET

OFFERORS:  
 Proposal must address each of the following criteria.

EVALUATOR: Bonito Lujan

DATE: 3-1-17

**RATING SHEET FOR:**  
**Engineering and Architectural Consulting Services**

Offeror: Molzen Corbin

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>30</u>
2. Capacity and Capability	<u>15</u>	<u>15</u>
3. Past Record of Performance	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>28</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>96</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Shauni J. Muniz

DATE: 03-01-17

**RATING SHEET FOR:**  
**Engineering and Architectural Consulting Services**

**Offeror:** Molzen Corbin

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>30</u>
2. Capacity and Capability	<u>15</u>	<u>15</u>
3. Past Record of Performance	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>30</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>98</u></b>

Response to Request for Proposals:  
Engineering/ Architectural Services for  
The City of Las Vegas, NM



Presented to:  
The City of Las Vegas, NM  
February 28th, 2017

Opening No. 2017-19



ABE MONTOYA REC CENTER RENOVATION, LAS VEGAS



AIR TERMINAL FACILITY, LAS VEGAS, NM



DRAINAGE SURVEY & DESIGN

**WHPacific** IS....

Architecture, Facilities, Structural, Mechanical, Electrical, Plumbing, Civil Design,  
Water Resources & Drainage Design, Aviation Design, Transportation Design, Survey.....

All In One Office, One Point of Contact, Producing Quality Projects

6501 Americas Pkwy NE, Ste 400 | Albuquerque, NM 87110 | [www.whpacific.com](http://www.whpacific.com)

February 28, 2017

City Clerk  
1700 N. Grand Ave.  
Las Vegas, NM 87701

RE: Engineering Architectural Services | RFP No. 2017-019

Dear Evaluation Committee,

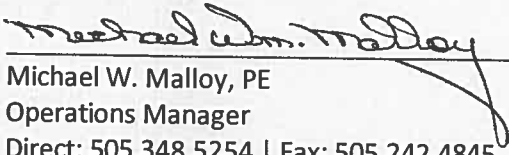
WHPacific, Inc. has assembled a strong project team to work for the City of Las Vegas and looks forward to the opportunity to continue our longstanding relationship while providing professional architectural and engineering services for this on-call contract. Our team is well recognized in providing quality architectural and engineering services, and we request that you please consider the following when making your selection:

- WHPacific has provided design services for the City of Las Vegas in the past and is a familiar partner. We are currently working with the City of Las Vegas on the Abe Montoya Recreation Center renovation that is scheduled for completion in May 2017. We are familiar with the City of Las Vegas procurement process and have successfully executed public works, aviation, transportation, and facility projects for the city through prior on-call contracts.
- We are a well-established, multi-discipline firm with the experience needed to provide a broad range of architectural, engineering, survey, inspection and observation services for building additions, renovations, and new construction. We hold a strong resume that includes building renovations, upgrades, and repair projects that also include historically significant structures. WHPacific additionally provides landscape architecture, life cycle cost analyses, feasibility studies, surveys, transportation engineering, water resource analyses, and commissioning services.
- Our experience covers all phases of design including planning, programming, concept design, contract documents, procurement, permitting, and construction administration.
- WHPacific understands that a business license from the City of Las Vegas is required for this on-call contract and that NM Gross Receipts Tax will be paid in the City of Las Vegas. WHPacific's Federal Tax ID Number is: 20-3966470. A letter from WHPacific's financial institution is contained in the Appendix.

Paul Browne will be your primary contact for this proposal. Should you have any questions or need further information, his contact information is noted below. Mike Malloy is authorized to offer the WHPacific proposal and to contractually obligate the firm. WHPacific acknowledges receipt of Addendum #1. WHPacific is qualified and has the ability to provide the services requested and finds the terms and conditions set forth in the RFP generally acceptable. We appreciate the opportunity to negotiate specific contract provisions upon selection of WHPacific as your consulting architectural and engineering firm. WHPacific is committed to exceeding your expectations for this contract and we look forward to working with you.

Respectfully,

WHPacific, Inc.

  
Michael W. Malloy, PE  
Operations Manager  
Direct: 505.348.5254 | Fax: 505.242.4845  
Email: mmalloy@whpacific.com

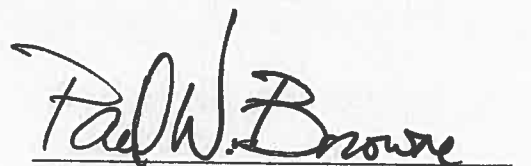
  
Paul W. Browne, AIA, PMP  
Project Manager  
Direct: 505.830.8742 | Fax: 505.242.4845  
Email: pbrowne@whpacific.com



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- Offeror Information
- List of Subcontractors
- Certificate of Liability Insurance
- Campaign Contribution Disclosure Form
- Cost
- Credit Letter
- Addendum No. 1





## 1. Personal/Personnel Experience




*Engineering, architectural services, design development documents, complete construction documents and specifications.*





WHPacific, Inc. (WHPacific) is a full service firm in which we have in-house engineers and architects along with other services such as survey, water resources, and transportation and construction inspection. Our in-house professional services allow a client to have one point of contact with one point of responsibility for all disciplines. WHPacific has provided professional services for similar on-calls throughout New Mexico.

Three sample projects from WHPacific's experience include the **City of Las Vegas Abe Montoya Recreation Center Assessment and Renovation**, **Kirtland Air Force Base 58 SOW Facilities Assessment**, and the **City of Las Vegas Airport Terminal Building**. Details regarding these projects are provided in Section 3 below; however, these projects provide recent examples of facility assessment, new construction, and renovation work completed by WHPacific. In particular, our recent project examples indicate a familiarity with the City of Las Vegas and its procurement process requirements. WHPacific has been a longstanding partner with the City of Las Vegas through many of our business lines including Transportation, Water Resources, Aviation, and Facilities, and we would welcome the opportunity to continue this partnership through this on-call contract.

Team Member	Qualifications and Background	Relevant Project Experience
<p>Paul Browne, AIA, PMP  <i>Project Manager</i></p> 	<p><b>Qualifications:</b> 25 years as a professional architect. His project experience includes project coordination, budget and schedule management, scope development, planning, programming, feasibility studies, contract negotiation, bidding, procurement, and project management.</p> <p><b>Registrations:</b> Registered Architect: NM #4260</p> <p><b>Education:</b> Bachelor of Architecture, University of Notre Dame; Master of Architecture, Rensselaer Polytechnic Institute; MBA, Rensselaer Polytechnic Institute</p>	<ul style="list-style-type: none"> <li>• Abe Montoya Recreation Center, Las Vegas, NM-<i>Project Manager</i></li> <li>• 58 SOW Facilities Assessment, Kirtland Air Force Base, NM-<i>Architect</i></li> <li>• Albuquerque International Airport, Terminal Optimization On Call-<i>Project Manager/Architect</i></li> <li>• San Felipe Judicial Center, San Felipe Pueblo, NM-<i>Project Manager</i></li> <li>• Santa Ana Judicial Complex, Santa Ana Pueblo, NM-<i>Project Manager</i></li> <li>• Tularosa Senior Center Addition, Tularosa, NM-<i>Project Manager</i></li> </ul>

Team Member	Qualifications and Background	Relevant Project Experience
<p>Jerod Bosey, AIA, NCARB  <i>Project Architect</i></p> 	<p><b>Qualifications:</b> 13 Years in the design of municipal buildings such as child development centers, fire stations, government and private facilities  <b>Registration:</b> Registered Architect: NM #005529  <b>Education:</b> MS, Architecture, University of New Mexico; BA, Architecture, University of New Mexico</p>	<ul style="list-style-type: none"> <li>• Abe Montoya Recreation Center, Las Vegas, NM-<i>Architect</i></li> <li>• Albuquerque International Airport, Snow Removal Equip. Building-<i>Architect</i></li> <li>• San Felipe Judicial Center, San Felipe Pueblo, NM-<i>Architect</i></li> <li>• Santa Ana Judicial Complex, Santa Ana Pueblo, NM-<i>Architect</i></li> </ul>
<p>Jon Pena, PE  <i>Civil Engineer</i></p> 	<p><b>Qualifications:</b> 13 years of civil design experience, including grading, site drainage, building utilities, and site layout.  <b>Registration:</b> Civil Engineer NM #17632  <b>Education:</b> BS, Geological Engineering, New Mexico State University; BS, Geology, New Mexico State University</p>	<ul style="list-style-type: none"> <li>• Shiprock Housing Assessment, NHA, Shiprock, NM-<i>Civil Engineer</i></li> <li>• San Felipe Judicial Center, San Felipe Pueblo, NM-<i>Civil Engineer</i></li> <li>• Santa Ana Judicial Complex, Santa Ana Pueblo, NM-<i>Civil Engineer</i></li> <li>• Tularosa Senior Center Addition, Tularosa, NM-<i>Civil Engineer</i></li> </ul>
<p>Pam Lentini, PE, LEED AP BD+C, CBCP  <i>Mechanical Engineer</i></p> 	<p><b>Qualifications:</b> 26 years of experience designing plumbing, piping, fire protection systems, and heat, ventilation, air conditioning systems and feasibility studies for new and remodeled buildings.  <b>Registration:</b> Professional Mechanical Engineer NM #14255  <b>Education:</b> BS, Engineering Technology, New Mexico State University</p>	<ul style="list-style-type: none"> <li>• 58 SOW Facilities Assessment, Kirtland Air Force Base, NM-<i>Project Manager/Mech. Engineer</i></li> <li>• Albuquerque International Airport, Terminal Optimization On Call-<i>Mechanical Engineer</i></li> <li>• City/County Building HVAC Energy Assessment, Albuquerque, NM-<i>Project Manager/Mech. Engineer</i></li> <li>• Enchanted Hills Elementary HVAC Upgrades, Rio Rancho, NM-<i>Project Manager</i></li> </ul>
<p>Michael Beers, PE  <i>Mechanical/ Plumbing Engineer</i></p> 	<p><b>Qualifications:</b> 27 Years of HVAC and plumbing design experience including chilled/hot water systems, roof top units, building exhaust, vehicle exhaust systems, plumbing and energy modeling.  <b>Registration:</b> Mechanical Engineer, NM #14909  <b>Education:</b> BS, Mechanical Engineering, Northwestern University</p>	<ul style="list-style-type: none"> <li>• Abe Montoya Recreation Center, Las Vegas, NM-<i>Mech. Engineer</i></li> <li>• City/County Boiler Replacement, Albuquerque, NM-<i>Mech. Engineer</i></li> <li>• Enchanted Hills Elementary HVAC Upgrades, Rio Rancho, NM-<i>Mechanical Engineer</i></li> <li>• 58 SOW Facilities Assessment, Kirtland Air Force Base, NM-<i>Mech. Engineer</i></li> </ul>

Team Member	Qualifications and Background	Relevant Project Experience
<p>Phillip Sitges, PE  <i>Electrical Engineer</i></p> 	<p><b>Qualifications:</b> 10 Years of electrical engineering experience which includes power distribution, lighting, fire detection systems and communications.  <b>Registrations:</b> Electrical Engineer: NM#22284  <b>Education:</b> BS, Electrical and Computer Engineering, University of New Mexico</p>	<ul style="list-style-type: none"> <li>• 58SOW Facility assessment, KAFB, NM – <i>Electrical Engineer</i></li> <li>• APS South Valley Academy, Albuquerque, NM (*) – <i>Electrical Engineer</i></li> <li>• Cibola Family Heath Center (*) – <i>Electrical Engineer</i></li> </ul> <p>*Experience prior to employment with WHPacific</p>
<p>Bill Griffis  <i>Electrical Designer</i></p> 	<p><b>Qualifications:</b> 36 Years in lighting, power, fire alarm, security, and communications systems design. .  <b>Certifications:</b> Lighting Certified, National Council on Qualifications for the Lighting Professions (NCQLP)</p>	<ul style="list-style-type: none"> <li>• Abe Montoya Recreation Center, Las Vegas, NM-<i>Electrical Designer</i></li> <li>• Albuquerque Public Schools (APS), Energy Conservation Programs, NM – <i>Electrical Designer</i></li> <li>• Colinas Del Norte, Rio Rancho Public Schools, Rio Rancho, NM - <i>Electrical Designer</i></li> <li>• 58SOW Facility assessment, KAFB, NM - <i>Electrical Designer</i></li> <li>• Door Operator, KAFB, NM - <i>Electrical Designer</i></li> <li>• Island A Hangar 1002, Kirtland Air Force Base, NM - <i>Electrical Designer</i></li> </ul>
<p>Karen Jacobsen, PE  <i>Water/Waste Water</i></p> 	<p><b>Qualifications:</b> 21 years of experience in water resources including water distribution, sanitary sewer collection, grading and storm water design for facilities design projects. Clients include large municipalities, small villages, flood control agencies and tribes and pueblos.  <b>Registrations:</b> Civil Engineer: NM#15569  <b>Education:</b> BS, Civil Engineering, University of Alaska, Fairbanks</p>	<ul style="list-style-type: none"> <li>• Water Treatment Plant Building Repairs, Las Vegas, NM – <i>Project Manager</i></li> <li>• Gallinas Diversion Design – <i>Project Manager</i></li> <li>• AMR Meter Register Replacement, Las Vegas, NM – <i>Civil Engineer</i></li> <li>• Capital Improvements Program, City of Albuquerque, NM – <i>Civil Engineer</i></li> </ul>

Team Member	Qualifications and Background	Relevant Project Experience
<p>Andrew Gallegos, PE <i>Transportation</i></p> 	<p><b>Qualifications:</b> 12 years of transportation experience as civil engineer and project manager. <b>Registrations:</b> Civil Engineer: NM#18818 <b>Education:</b> BS, Civil Engineering, New Mexico State University</p>	<ul style="list-style-type: none"> <li>Las Vegas Grand Ave Phase A/B Study – <i>Project Manager</i></li> <li>Legacy Trail Construction Project, Grants, NM – <i>Project Manager</i></li> <li>2<sup>nd</sup> Street Sanitary Sewer Reconstruction Project, Grants, NM – <i>Civil Engineer</i></li> </ul>
<p>Beth Shatz, PE <i>Aviation</i></p> 	<p><b>Qualifications:</b> 30 years of aviation and transportation experience as civil engineer and project manager. <b>Registrations:</b> Civil Engineer: NM#22188 <b>Education:</b> BS, Civil Engineering, Louisiana Tech University</p>	<ul style="list-style-type: none"> <li>Terminal Apron Reconstruction, Aztec Municipal Airport, Aztec, NM – <i>Civil Engineer</i></li> <li>Repair Pad 3 and Pad 3 Taxiway, and Taxiway H, Kirtland AFB, Albuquerque, NM – <i>Civil Engineer</i></li> <li>Porous Friction Course for Runways 14-32 and 2-20, Las Vegas, NM – <i>Civil Engineer</i></li> </ul>
<p>Lynn Lantz, PS <i>Survey Manager</i></p> 	<p><b>Qualifications:</b> 50 Years of surveying experience, much of it while employed by large public works contractors. <b>Registration:</b> Professional Surveyor, NM#10856 <b>Training:</b> Railroad Safety; OSHA Construction Safety &amp; Health; HAZWOPER</p>	<ul style="list-style-type: none"> <li>New Mexico Dept. of Transportation (NMDOT): Grand Avenue Right-of-Way, Las Vegas, NM</li> <li>NMDOT: Date Street, Truth or Consequences, NM</li> <li>I-25 Candelaria Road to San Antonio Reconstruction, Albuquerque, NM</li> <li>I-40 and Additional Survey Services, Albuquerque, NM</li> </ul>
<p>Gil Gallegos <i>Funding Manager</i></p> 	<p><b>Qualifications:</b> 32 Years of funding experience as former Program Director and State Engineer with the USDA Rural Development in the states of AZ, CO, and NM. <b>Education:</b> Civil Engineering, New Mexico State University</p>	<ul style="list-style-type: none"> <li>Infrastructure Funding Specialist for Village of Cuba, Village of Maxwell, Village of Questa, Village of Tularosa, and Village of Wagon Mound.</li> </ul>

WHPacific has provided on-call services for the City of Las Vegas, and is currently providing, on-call professional consulting services to municipalities, counties, State and Federal government agencies as part of our day-to-day business activities. A preview of WHPacific's on-call clients include:

- Los Alamos County Open End
- Kirtland AFB (architectural, mechanical, electrical and civil)
- New Mexico Game and Fish Department IDIQ (all disciplines)
- Albuquerque Public Schools (mechanical, LEED and acoustical ) – Client over 20 years
- Rio Rancho Public School (mechanical, electrical, commissioning and civil)
- City of Albuquerque (architectural, mechanical and electrical) – Client over 20 years
- Bernalillo County (mechanical, electrical, drainage and roadways)
- Bureau of Indian Affairs (architectural, mechanical, electrical , roadways and environmental)
- University of New Mexico (mechanical, electrical and structural)
- The Cities of Aztec, Clayton, Grants, Las Vegas, Mountainair, Portales, Ruidoso, Socorro, Santa Rosa, Santa Teresa, Silver City and Tucumcari, (architectural, mechanical, electrical, airports, roadways, drainage, construction observation)

## 2. Capacity and Capability

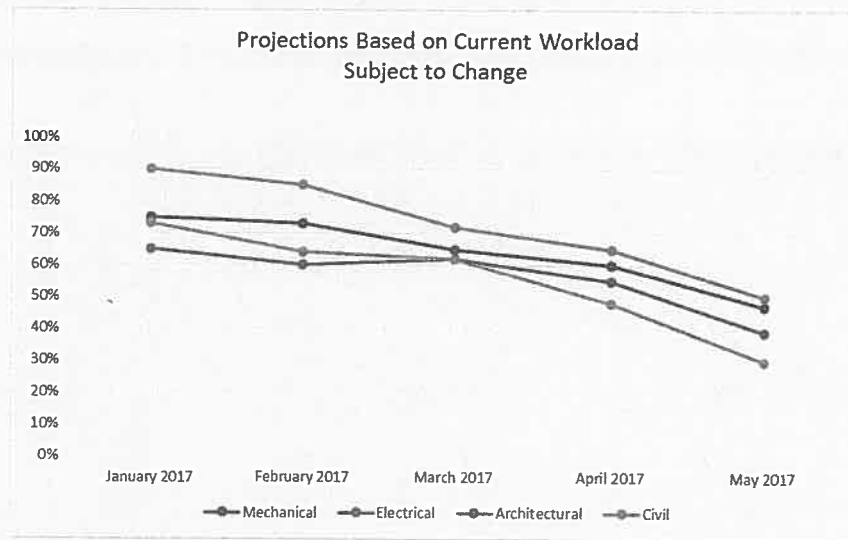
*Offerors willingness, capacity and capability to perform the scope of work with such factors as project approach, control of costs, quality of work, and meeting deadlines.*

The Albuquerque office consists of 45 employees and offers professional services in architecture as well as an array of engineering disciplines: mechanical, electrical and civil along with other services including survey and inspection. Our team is well versed in all architectural and engineering aspects of an on-call contract, and we are ready to start working immediately.

WHPacific is structured so that we can act quickly in responding to your requests without impacting our current workload. We are flexible and able to address your needs not only to meet schedules and time constraints but to also meet budget and staffing requirements. WHPacific will provide you and your project with a high degree of attention to detail, follow-through, client service, and clear communication. It is what you can expect from your WHPacific team.

WHPacific prides itself in completing project deliverables on time. The current and projected workload for WHPacific is such that we have several projects that are nearing or in final stages of completion. Our proposed team of professionals will have ample time and resources to perform the tasks required on any project you may assign under this on-call.

The chart pictured below graphically depicts the projected workload of the disciplines that will serve this project. The chart identifies the percentage of time committed to other work. As you can see, we are well suited to handle all architectural and engineering aspects of this on call.



### Project approach

WHPacific staff, led by Project Manager, Paul Browne, will perform the necessary studies, design efforts, bidding, and construction administration services required to meet the needs of the City of Las Vegas. WHPacific has significant experience with the City of Las Vegas through prior on-call contracts. This experience, however, is only effective when paired with timely response and frequent communication. On-call projects, through their very nature, tend to have a sense of urgency based on specific user needs. Our ability to respond to your immediate need, formulate a solution, and execute a plan will form the basis for our technical approach to this on-call contract. Balancing multiple on-call tasks also adds to the complexity of on-call work. Communication and timely response is inherently critical to success. Paul Browne will serve as the single point of contact and be the go-to person for any on-call requests, updates, or information. Through the support of a team of architects and engineers who have often worked together on similar on-call assignments, WHPacific offers the City of Las Vegas a highly qualified and highly responsive team that performs quality work.

Our ability to offer all essential architectural and engineering services in-house provides the City of Las Vegas with:

- Single corporate responsibility for all disciplines
- Consistent implementation of quality control procedures
- Enhanced project communication, coordination, and consistency
- The necessary resources to successfully complete project assignments
- Daily interaction and coordination among all key disciplines
- Simplified internal communication and project coordination
- Multi-discipline QA/QC reviews throughout the project
- An integrated team with extensive experience working together
- Flexibility and availability of additional resources to meet tight schedules

WHPacific provides the City of Las Vegas with a local architect supported by in-house multidisciplinary, full-service engineering for a quick response to projects. WHPacific is leading this effort with its own internal staff of architectural, mechanical, electrical, and civil engineering professionals. Our approach to performing the services required for the on-call task orders will include determining the required expertise and involving the correct experienced personnel for each individual project and in all stages of the project development. WHPacific has processes in place to streamline the workflow to get the work done. All of this with one goal in mind, which is to provide the City of Las Vegas with reliable and quality delivery of the project scope within the agreed budget and schedule.

Because this is an on-call assignment, the scope of work for each of the various projects are yet to be determined. WHPacific will work closely with the City of Las Vegas to collect all of the scope requirements. Our scoping process includes all stakeholder input – funding agencies, users, reviewing entities, and of course, the City of Las Vegas. After the scope of work has been determined, WHPacific will prepare a work breakdown structure that schedules all activities that our team anticipates to perform for any particular project. This work breakdown structure will serve as the basis for the fee estimate and will form the beginning of the project look-ahead schedule.

WHPacific will use work plan elements specified to clearly define and refine the project scope and establish baselines for the scope, cost, and schedule. The baseline documents will include established strategies for:

- Executing the work
- Providing an efficient infrastructure to support performing the work
- Identifying the requirements and expectations of all stakeholders
- Quality assurance/ quality control (QA/QC)

This plan enables effective project management and helps prevent distractions that may throw the project off course. In our experience, this initial in-depth planning aids in completing the project in a proactive manner with highest quality. The QA/QC component of this plan is especially critical. WHPacific performs and records its internal Quality Review Record (QRR) on every project. The QRR typically occurs at a strategic milestone such as 75% or 95% completion and sometimes both depending on the project complexity. In addition to the QRR, WHPacific has also implemented Team Wall Meetings wherein the design team reviews and coordinates the project through a peer review process during the entire design and construction document phases of the project. The Wall Meetings add a quality assurance component to our final design as this review is integral to the design process.

WHPacific's approach to project execution is comprehensive and focused on creating the best workflow to accomplish the work. Task orders or individual projects will be completed to meet the City's programmatic needs and scheduling requirements. Our goal is reliable delivery of the scope within the agreed budget and schedule.

#### Control of costs

Cost control is fundamental to WHPacific's success in meeting clients' design and construction cost objectives established for design projects. Financial control from concept to completion is an essential part of successful project planning. WHPacific believes that cost control is directly linked to a comprehensive scope of services defined after award of each on-call project. We will work diligently with



each user group to prepare a comprehensive scope of services for each task or project under this contract. This scope would be strictly followed to accommodate the construction schedule and budget of each project.

The following project summaries provide budget, and final project costs for some of WHPacific's constructed projects.

<b><i>New Dulce Health &amp; Wellness Facility Dulce, NM</i></b>	
Construction Budget:	\$10.9M
Final Construction Cost with all Change Orders:	\$10.4M
<b><i>New ENIPC Butterfly Healing Center Taos, NM</i></b>	
Construction Budget:	\$5.2M
Final Construction Cost with all Change Orders:	\$5.24M
<b><i>New Snow Removal Equipment Building, Albuquerque International Sunport City of Albuquerque, Aviation Department, NM</i></b>	
Construction Budget:	\$5.5M
Final Cost with all Change Orders:	\$4.7M
<b><i>Enchanted Hills Elementary – HVAC Upgrade Rio Rancho, NM</i></b>	
Construction Budget:	\$1.10M
Final Construction Cost:	\$1.11M
<b><i>Haskell Indian Nation University – Parker Lecture Hall Renovation Lawrence, KS</i></b>	
Construction Budget:	\$950K
Final Construction Cost:	\$963K

### Quality of work

Quality Assurance/Quality Control activities are performed during the design phase, and are a carefully scripted process of technical activities that are performed to measure and control the quality of the design documents as they are being developed. As part of the QA/QC activities, WHPacific requires a quality review from each discipline, where checklists are used that are tailored to each discipline's submittal needs. Additionally, every project has an independent review performed on the plans and specifications prior to final submission. An experienced architect or engineer who has not previously been involved in the project provides a fresh look, thus providing unbiased feedback to the project team. This successful check-and-balance process allows WHPacific to consistently maintain a record of quality control. This helps ensure the delivery of a high quality, well-coordinated, and technically sound product to our clients.

### Meeting deadlines

WHPacific understands that our highest priority is managing the project to get the work done according to plan. The purpose of the executing process is to complete the work defined in the Scope of Services determined by the client. The WHPacific project manager leads the team to produce the work defined in the scope, manage the team, work efficiently, communicate, manage contracts, and make sure quality meets expectations.

WHPacific's project manager will successfully execute City of Las Vegas on-call projects and will be proactive in managing all aspects of the work. We know that interaction with the client stakeholders and project team is crucial to keeping the project on track.

WHPacific will actively manage the project's progress. We will focus on preventing problems rather than dealing with them as they occur. The WHPacific project manager will lead the project team to ensure that schedule and quality are met. We will work to identify and remove roadblocks by utilizing our technical knowledge to identify issues before they become a major problem.

WHPacific will hold progress meetings weekly. These meetings will focus on issues concerning the project and finding a group solution based on consensus. These meetings will ensure common understanding of project deliverables, budget, and schedule.

At the beginning of the project or at various phases of the project, the WHPacific project team will host a phase scheduling session. Phase scheduling enables the team to produce the best possible workflow plan by involving those responsible for delivering the work and planning near action. The outputs from a Phase Scheduling Session are compiled into a look-ahead schedule. The look-ahead schedule is a tracking program used by WHPacific to capture all the activities from the phase scheduling session. WHPacific knows that through the use of these tools schedules can be met, deliverables provided, and quality maintained in a more efficient manner.

The following information demonstrates some of our most recently completed projects and displays how Owners' schedules have been met or exceeded through early completion of project deliverables.

Project	Owners Schedule	Design Completion
Santa Ana Church	1/27/2017	1/27/2017
Pueblo of Laguna	1/20/2017	1/20/2017
KAFB 58 SOW	1/13/2017	1/11/2017
Portales Fire Station	9/2/2016	8/31/2016
KAFB Repair HVAC Zones, Building 497	6/30/2016	6/29/2016
McCarran ATCT Demolition	10/21/2016	10/14/2016
KAFB Door Operators	5/12/2016	5/10/2016

### 3. Past Record of Performance

*Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.*

Since 1949, WHPacific has performed work throughout the State of New Mexico and has executed many successful projects under numerous on-call and open-end contracts with both public and private clients. The City of Las Vegas is seeking professional services for on call projects and WHPacific is proud to offer our expertise in survey, engineering, planning, architecture, and project management in response to your on-call needs. Providing on-call professional consulting services is a core part of our business. Our Albuquerque office currently has eighteen on-call or IDIQ contracts with State of New Mexico and local government entities. We also have IDIQ contracts with Federal Government Agencies and Native American entities like the Navajo Housing Authority. We will bring the full breadth of our on-call experience and task order expertise to the City of Las Vegas projects.

Given WHPacific’s long experience in providing on-call professional services for projects of varying size and complexity, and our ability to complete projects on time and within budget is the primary reason we believe WHPacific is well suited for your on-call contract. Our task orders have included new facilities, building renovations and additions, HVAC and electrical upgrades, facility assessments, studies, and surveys. Work associated with the task orders has included all the project management and coordination needed to execute the work.

WHPacific has a proven track record of successful projects for on-call contracts. The projects displayed herein illustrate the wide range of services that WHPacific’s Albuquerque Office has to offer, and the following project examples demonstrate our competence in regards to a similar project scope of work.

#### Abe Montoya Recreation Center, City of Las Vegas, Las Vegas, NM

WHPacific provided the design services for the renovation and re-roof of the existing Abe Montoya Recreation Center. Design services provided in house were architectural, mechanical and electrical. Working closely with the City of Las Vegas, WHPacific prioritized the project scope of work to meet the client’s need for a fully operational facility that would be available for public use in May of 2017. The project is currently on track to open prior to the Memorial Day weekend.

The initial assessment for the Abe Montoya Recreation Center required a forensic evaluation of the building’s structural and mechanical systems to determine the cause of the roof failure that occurred during a high wind event in May 2014. The results of the assessment report indicated a poorly operating HVAC system that allowed condensation to form within the existing building and caused corrosion of nearly all metal components such as steel framing members, metal studs, lockers, and toilet partitions. WHPacific is currently providing construction administration services for this renovation.



*Abe Montoya Rec Center*

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*Project Relevance: City of Las Vegas  
Assessment and Design  
All A/E services used in-house  
Building Renovation, Bidding  
Negotiations, Construction  
Administration*

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58 SOW Assessment Reports, Kirtland Air Force Base, Albuquerque, NM

Study 58 SOW Facility Infrastructure and Space Utilization: WHPacific provided building assessments for forty-one (41) facilities, approximately one million square feet, belonging to the 58th Special Operations Wing (SOW) at Kirtland AFB. Reports were created for each facility that identified deficiencies in the HVAC, plumbing, electrical and fire protection and alarm systems as well as ADA and other non-code compliant issues. The reports also established a specific scope of work, cost estimate, and schedules to correct the deficiencies for each project. Recommendations were also made to relocate activities within the 58 SOW to better utilize the facilities.

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*Project Relevance: Facilities Assessment*  
*All A/E services used in-house*  
*On-Call*

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Airport Terminal Building, Las Vegas, NM

The existing terminal at Las Vegas Municipal Airport was old and dilapidated. It contained asbestos and did not meet the needs of the airport. WHPacific was tasked with providing a building analysis for possible remodeling, but after the analysis was complete WHPacific recommended that the building be demolished and replaced. WHPacific provided a metal building frame with exterior stucco and veneer stone that would improve the visual character of the airport. Interior offices were updated to current energy codes to save the city money on utilities and increase the comfort of pilots and visitors. WHPacific also provided A/E services for the airport's SRE Building.

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*Project Relevance: City of Las Vegas*  
*All A/E services used in-house*  
*On-Call*  
*Building*  
*Negotiations*  
*Construction Administration*

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*Las Vegas Airport Terminal Building*



*Las Vegas Snow Equipment Removal Building*

## 4. Familiarity with Area

*Proximity to or familiarity with the Gallinas and Las Vegas area in which the work will be performed.*

WHPacific has a well-established relationship with the City of Las Vegas through various projects over the years through multiple WHPacific Departments. The main contributing factor to our familiarity of the Las Vegas area is the fact that WHPacific provides for all services such as Architecture, Mechanical Engineering, Electrical Engineering, Civil Engineering, Structural Engineering, Water Resources, Aviation, Transportation and Survey under one roof. All of our engineers and designers are within reaching distance of each other which provides for increased communication and production with fewer sub-consultants thus, providing the client with one point of communication and one point of responsibility which is especially important for on-call services.

Facilities (Architecture, Mechanical, Electrical, Civil, Structural)

Currently, WHPacific's Facilities Department (Architecture, Mechanical, Electrical, Civil and Structural) is engaged in the construction administration phase for the Abe Montoya Recreation Center Renovation project. WHPacific has been able to maintain progress of the renovation and help provide project updates and status reports. In addition to the Abe Montoya Recreation Center Renovation, WHPacific has been able to complete other facilities projects completed for the City of Las Vegas which include:

- **The Airport Terminal Building, Las Vegas, NM**
- **Snow Removal Equipment Building, Las Vegas, NM**

WHPacific's other in-house departments also maintain a well-established familiarity with the City of Las Vegas through Water Resources, Aviation and Transportation projects.

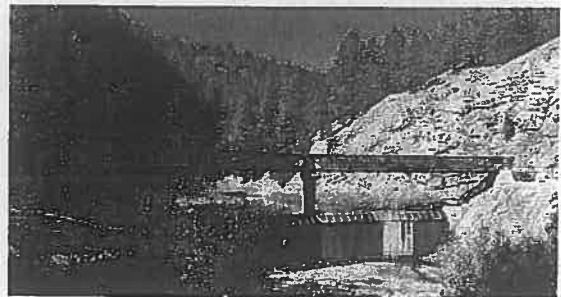
Water

WHPacific's Water/Environment group has previously held several on-call contracts with the utilities department as well as performed individual projects for the City of Las Vegas. We are familiar with the City's infrastructure and we know that the water and wastewater systems are a high priority with the City and its stakeholders. WHPacific's work on the listed projects has demonstrated a solid commitment to the City of Las Vegas.

- **Automated Water Meter Replacement Project.**
- **Raw Water Preliminary Engineering Report.**
- **Gallinas Diversion Structure Rehabilitation.**
- **Water Treatment Building Repairs.**
- **Peterson-Bradner Dams, Hydrology Analysis.**



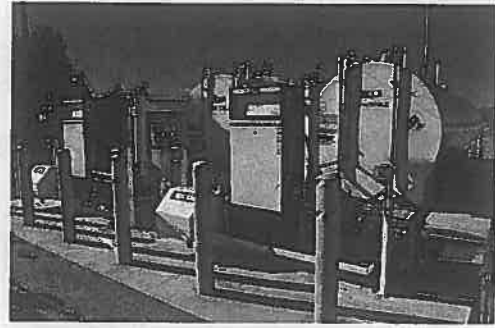
*East Façade of the Abe Montoya Rec Center Renovation Project*



*Gallinas Diversion Rehabilitation*

## Aviation

WHPacific is currently the on-call engineer for the Las Vegas Municipal Airport. We have been the airport engineer for 16 years. Our design team members are in the Las Vegas area on a regular basis meeting with the Public Works Department and the airport manager to coordinate projects at the airport. During our tenure as the airport's engineer, we have secured millions of dollars in federal and state funding to help improve and maintain the airport. Some of the projects WHPacific's Aviation Department has completed for the airport are:



*Fuel Farm*

- **Design and Construction of a new terminal/pilot's lounge.**
- **Design and Construction of a Porous Friction Course for Runway's 14-32 and 2-20**
- **Acquisition of Snow Removal Equipment**
- **Fuel Farm**
- **Design and Construction of a new Snow Removal Equipment Building.**

## Transportation

WHPacific is currently providing planning and design services for the reconstruction of 1.7 miles of Grand Avenue in Las Vegas. This project is being developed by NMDOT and coordinated with the City of Las Vegas. Through our work on this project we have gained familiarity with the City Public Works and Utilities Departments, including an understanding of the city street network and utility and storm drainage systems. As part of our public involvement efforts on the project, we have conducted public meetings and individual meetings with business owners and residents to understand issues of concern within the corridor and in the broader community overall.

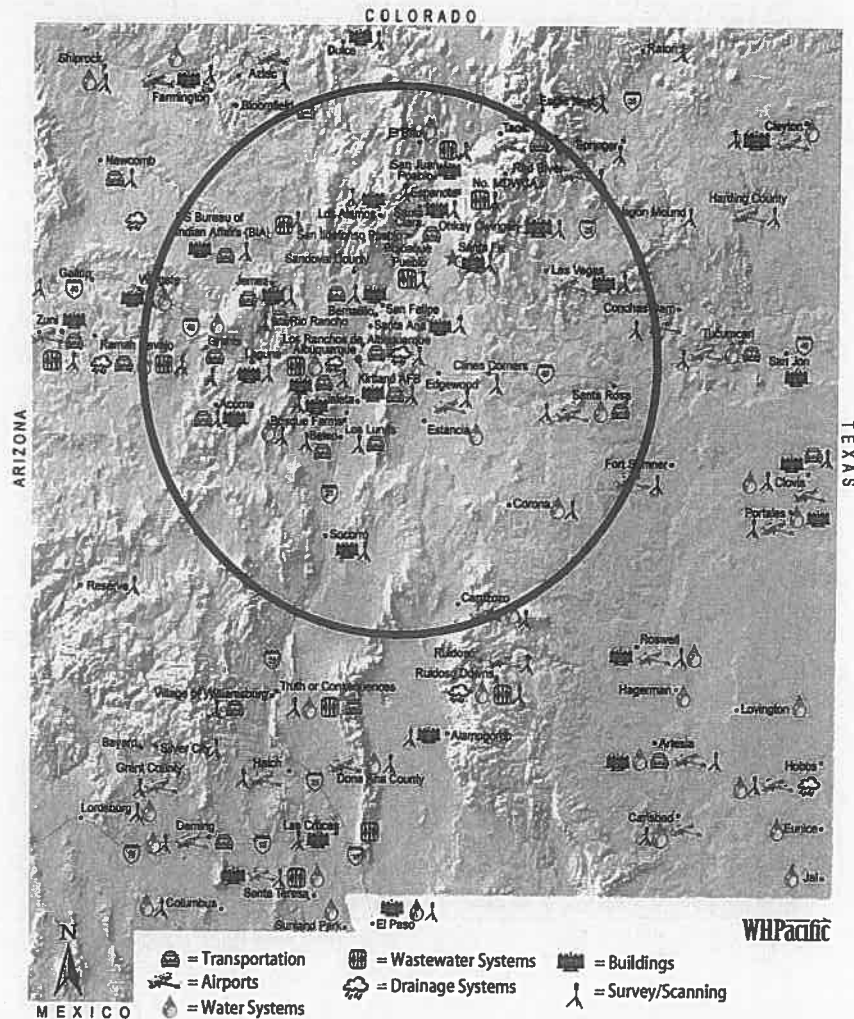
## Survey

WHPacific's Surveying/Mapping Department has supported the Transportation and Water departments projects listed above. Currently our Survey Department is working on the Bradner Dam and Grand Avenue Projects.

### 5. Proximity to Las Vegas New Mexico

100% of the design work will be performed in New Mexico at WHPacific's Albuquerque office, located at 6501 Americas Parkway NE, Suite 400, which is approximately 120 miles from Las Vegas, NM (approximately 1 hour 45 minute drive).

The following map of our state-wide projects illustrates the many recent clients WHPacific has successfully served throughout New Mexico that are within a similar distance as Las Vegas (reference the blue circle) from our Albuquerque office.



**OFFEROR INFORMATION**

OFFEROR: WHPacific, Inc  
 AUTHORIZED AGENT: Michael Malloy, PE  
 ADDRESS: 6501 Americas Parkway NE, Suite 400, Albuquerque, NM 87110  
 TELEPHONE NUMBER ( 505 ) 348.5254  
 FAX NUMBER ( 505 ) 242.4845  
 DELIVERY: \_\_\_\_\_  
 STATE PURCHASING RESIDENT CERTIFICATION NO.: L0571418576  
 NEW MEXICO CONTRACTORS LICENSE NO.: N/A  
 SERVICE (S): Engineering Architectural 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**

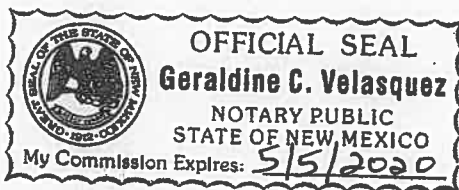
STATE OF New Mexico }  
 COUNTY OF Bernalillo } ss

I, MICHAEL Wm. MALLOY of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this 27 day of February, 2017.  
 Signature Michael Wm. Malloy

(SEAL)

Geraldine C. Velasquez  
 Notary Public Signature  
 My Commission Expires: 5/5/2017





## List of Subcontractors

If the need arises for specialized services such as geotechnical investigations and environmental for any individual task order, WHPacific will subcontract with one of their partners such as Western Technologies, Inc. for geo-tech and Marron & Associates for environmental.



**Western  
Technologies  
Inc.**

Western Technologies, Inc. | Geotechnical Engineering

Jeff Boyd, PE | 8305 Washington Pl NE, Albuquerque, NM  
87113 | T 505.823.4488

Western Technologies Inc. (WT) is a consulting engineering firm that specializes in geotechnical engineering, environmental consulting, construction materials testing, and special inspection services. Western Technologies' professional staff includes experts in a wide range of disciplines such as geotechnical engineering, environmental engineering, earth sciences, materials engineering, nondestructive testing, industrial hygiene, and data management.




**Marron  
and Associates, Inc.**

Marron & Associates | Environmental Documentation

Heather Parmeter | Biologist/Water Resources Lead | 7511 Fourth Street NW,  
Albuquerque, NM 87107 | T 505.898.8848

Marron and Associates is a small, woman-owned environmental consulting firm providing over 20 years of experience in environmental documentation; biological and wetland studies and reporting; cultural resource management; development of public involvement strategies; and coordination with federal, state, county, municipal, and tribal entities. Marron staff members have a broad range of experience with the preparation of all levels of environmental documentation and have prepared hundreds of environmental assessments and categorical exclusions. In addition to their extensive experience, their expertise in providing quality technical documents and resource reports is also based on knowledge of the many federal, tribal, state, and local regulatory requirements with which the project process must comply.

Contractors Bond (not required) - Sample Certificate of Insurance provided in lieu of bond

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/1/2016													
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 Arthur J. Gallagher Risk Management Services, Inc. 111 Veterans Boulevard, Suite 1130 Metairie LA 70005			CONTACT NAME: Mary Carbajal PHONE (AG. No. Ext): 206-607-0932 FAX (AG. No.): 206-270-3409 E-MAIL ADDRESS: mary_carbajal@ajg.com														
INSURED WHPacific, Inc. 3111 C Street Suite #300 Anchorage, AK 99503			INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>NAIC # 35378</td> </tr> <tr> <td>INSURER B: Navigators Specialty Insurance Comp</td> <td>36056</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E: Zurich American Insurance Company o</td> <td>27855</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER A: Evanston Insurance Company	NAIC # 35378	INSURER B: Navigators Specialty Insurance Comp	36056	INSURER C: American Zurich Insurance Company	40142	INSURER D: Lexington Insurance Company	19437	INSURER E: Zurich American Insurance Company o	27855	INSURER F:	
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INSURER C: American Zurich Insurance Company	40142																
INSURER D: Lexington Insurance Company	19437																
INSURER E: Zurich American Insurance Company o	27855																
INSURER F:																	
COVERAGES CERTIFICATE NUMBER: 1469443967 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	ACORD FORM (REV. WYO)	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 GENL. AGGREGATE LIMIT APPLIED PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		16PKGWE00519	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$											
E	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		BAP915646002	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$											
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		DF16EXC727259KC	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$											
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory to file) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <input type="checkbox"/> M / <input type="checkbox"/> A	WC011482001	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000											
D	Professional Liability		013001541	5/1/2016	5/1/2017	Per Occurrence \$1,000,000 Aggregate \$1,000,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance Coverage.																	
CERTIFICATE HOLDER WHPacific, Inc. 6501 Americas Parkway NE Suite 400 Albuquerque NM 87110				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 													

ACORD 25 (2014/01)

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## Campaign Contribution Disclosure Form

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed

Credit Letter



Alaska Commercial Banking Group  
MAC K3212-023  
301 W. Northern Lights Blvd  
Suite 212  
Anchorage, AK 99503

February 22, 2017

RE: WHPacific, Inc.

To Whom It May Concern:

WHPacific, Inc. is a subsidiary of NANA Development Corporation (NANA). NANA and its subsidiaries have been highly valued bank clients for over thirty years. NANA maintains numerous deposit accounts with Wells Fargo, with aggregate balances in the high eight figures.

We have provided NANA with a \$125,000,000 revolving line of credit to be used for general corporate purposes. As of this date, NANA is in full compliance with all the terms and conditions of the line.

All of NANA's and WHP's deposit and loan transactions have been handled in a satisfactory manner.

If you require additional information, please feel free to contact me directly.

Thank you,

Jennifer Hile  
Senior Treasury Specialist  
Phone (907) 265-2892  
Fax (907) 265-2141  
jennifer.e.hile@wellsfargo.com

Together we'll go far



For Reference

**ADDENDUM NO. 1 for ENGINEERING ARCHITECTURAL SERVICES -  
RFP OPENING NO. 2017-19**

The City of Las Vegas, New Mexico is submitting Addendum No. 1 to RFP No. 2017-19 as follows:

Please refer to item #24 for a revised list of DOCUMENTS TO SUBMIT WITH PROPOSAL:

**24. DOCUMENTS TO SUBMIT WITH PROPOSAL:**

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

- A. Offerors Identification - Appendix & Cover letter.
- B. Personnel Experience - Section 1
- C. Licenses - Section 1
- D. Contractor's Bonds (Contractor Only) - Appendix
- E. Engineering Architectural Services Experience - Section 3
- F. Engineering Architectural Consultant Experience - Section 3
- G. Documentation - Section 1 thru 5.
- H. Cost - Appendix
  - 1. Breakdown pricing for lodging
  - 2. Miles traveled, travel time, misc. travel expense
- I. Financial - Appendix
- J. Additional Information - Appendix
- K. Campaign Contribution Disclosure Form - Appendix.

Opening No. 2017-19

Opening Date: February 28, 2017

Opening Time: 3:00 p.m.

Location: City of Las Vegas

1700 N. Grand Avenue

Las Vegas, NM 87701



***Creative, Exceptional Service***

*WHPacific has a long history of delivering creative solutions with exceptional customer service to our clients throughout the Western United States and Alaska. We understand our clients' satisfaction is what drives our business success and we put their satisfaction at the forefront of every project.*

**WHPacific, Inc.**  
**Albuquerque**  
**FY 2017 Rates**



October 1, 2016 through September 30, 2017

	<b>Hourly Rate</b>
<b>Professionals</b>	
P1 Design Professional I	79.00
P2 Design Professional II	87.00
P3 Staff Professional	97.00
P4 Staff Engineer	111.00
P5 Project Engineer	128.00
P6 Senior Project Engineer	147.00
P7 Senior Engineer	165.00
P8 Principal Engineer	185.00
P9 Division Manager	203.00
<b>Mechanical/Electrical Professionals</b>	
M1 Design M/E Professional I	87.00
M2 Design M/E Professional II	95.00
M3 Staff M/E Professional	107.00
M4 Staff M/E Engineer	123.00
M5 Project M/E Engineer	141.00
M6 Senior M/E Project Engineer	162.00
M7 Senior M/E Engineer	182.00
M8 Principal M/E Engineer	203.00
M9 Division Manager	224.00
<b>Architecture Professionals</b>	
A1 Architectural Staff Intern 1	66.00
A2 Architectural Staff Intern 2	76.00
A3 Architectural Staff Intern 3	88.00
A4 Architect 1	101.00
A5 Architect 2	116.00
A6 Architect Sr	134.00
A7 Architect Principal	154.00
A8 Architect Sr Principal	177.00
A9 Division Manager	194.00
<b>Professional Planners</b>	
L1 Planner Staff Intern I	64.00
L2 Planning Staff Intern II	73.00
L3 Planning Staff Intern III	84.00
L4 Planner I	97.00
L5 Planner II	113.00
L6 Senior Planner	132.00
L7 Principal Planner	152.00

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Mami Ordaz

DATE: 3/1/17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: WM Pacific

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	30	25
2. Capacity and Capability	15	15
3. Past Record of Performance	15	14
4. Familiarity with the City of Las Vegas and land use regulations	30	24
5. Proximity to Las Vegas New Mexico	10	10
<b>TOTAL</b>	<b>100</b>	<b>86</b>



### EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: MARIA GILVARRY

DATE: 3/1/17

**RATING SHEET FOR:**  
**Engineering and Architectural Consulting Services**

Offeror: WHPacific

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience		
	<u>30</u>	<u>25</u>
2. Capacity and Capability		
	<u>15</u>	<u>12</u>
3. Past Record of Performance		
	<u>15</u>	<u>13</u>
4. Familiarity with the City of Las Vegas and land use regulations		
	<u>30</u>	<u>25</u>
5. Proximity to Las Vegas New Mexico		
	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>83</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Benito Lujan

DATE: 3-1-17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: WH Pacific

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – EENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>25</u>
2. Capacity and Capability	<u>15</u>	<u>13</u>
3. Past Record of Performance	<u>15</u>	<u>14</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>27</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>87</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Shawni J. Muniz

DATE: 03.01.17

**RATING SHEET FOR:**  
**Engineering and Architectural Consulting Services**

Offeror: WH Pacific

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience		
	<u>30</u>	<u>25</u>
2. Capacity and Capability		
	<u>15</u>	<u>15</u>
3. Past Record of Performance		
	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations		
	<u>30</u>	<u>30</u>
5. Proximity to Las Vegas New Mexico		
	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>93</u></b>

**SPEARS HORN**  
**ARCHITECTS**  
ARCHITECT-IN-CHARGE

**A / E ON-CALL SERVICES**  
**CITY OF LAS VEGAS, NM**

February 28, 2017



SPEARS HORN ARCHITECTS

February 22, 2016

Casandra Fresquez, City Clerk                      **CITY OF LAS VEGAS**  
1700 N. Grand Avenue, Las Vegas, NM 87701  
505-454-1401

Dear Ms. Fresquez,

We are pleased to have the opportunity to submit our proposal for Architectural + Engineering On-Call Services for the **City of Las Vegas**. Spears Horn Architects has vast knowledge in solving problems with building repair and renovation, and designing small additions and buildings, to larger facilities. Our firm has a great deal of experience in light commercial, offices, educational, and residential design, and have worked on government projects including the NM Behavioral Health Institute in Las Vegas for NM Facilities Management Department, Santa Fe County, City of Santa Fe, and worked on the City of Las Vegas Master Plan and Downtown Action Plan Study. We have coordinated projects with U.S. Department of Housing and Urban Development (HUD), Economic Development Administration (EDA), Department of Agriculture (USDA), and State of NM Capitol Outlay Funds. We currently have an A/E On-Call contract with State of NM Facilities Management Department, and are on the Vendor List with Navajo Housing Authority. We have contemporary design aesthetic, yet are very sensitive to context and historical design. We value being responsible to our environment by designing and specifying sustainable materials and methods for short term and long term effectiveness.

We would welcome the opportunity to provide Architectural + Engineering On-Call Services to the **City of Las Vegas**. We are familiar with design considerations on a range of project types and scopes and have experience working with stringent budgets and schedules. Spears Horn Architects is a Small Business and has Woman Business Enterprise (WBE) status.

We will work with **City of Las Vegas** to select Engineers and Consultants as appropriate to the specific project, based on factors such as project location, type, and size. We have had good results working with our list of Engineers and Consultants.

Our architectural firm has one of the best reputations in Northern New Mexico; it is built on reliability, collaboration with the client, and responsiveness to the client's needs and budget. Thank you for your consideration of our proposal.

Sincerely yours,



Beverley Spears, FAIA  
Principal



James Horn, AIA NCARB  
Principal



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OFFEROR INFORMATION

OFFEROR: Spears Horn Architects  
 AUTHORIZED AGENT: James Horn  
 ADDRESS: 1334 Pacheco Street Santa Fe, NM 87505  
 TELEPHONE NUMBER (505) 983.6966  
 FAX NUMBER (505) 983.2691  
 DELIVERY: hand deliver  
 STATE PURCHASING RESIDENT CERTIFICATION NO.: L0603983824  
 NEW MEXICO CONTRACTORS LICENSE NO.: n/a  
 SERVICE (S): Engineering Architectural 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

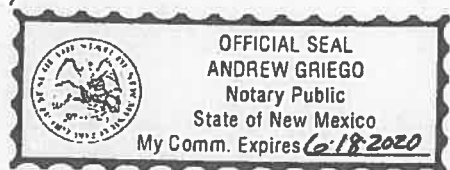
STATE OF New Mexico }  
 } ss  
 COUNTY OF Santa Fe }

I, James Horn of lawful age, being of first duly sworn in oath, say that I am 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]  
 Signature

Subscribed and sworn to before me, this 15<sup>th</sup> day of February, 2017.

(SEAL)



[Signature]  
 Notary Public Signature  
 My Commission Expires: 6-18-2020



# A

# OFFEROR'S IDENTIFICATION

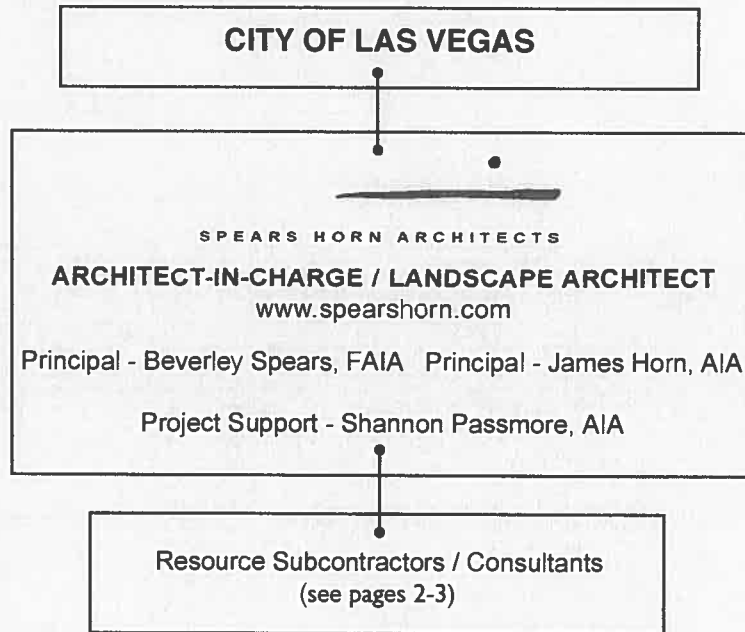
**Spears Horn Architects**  
1334 Pacheco Street  
Santa Fe, NM 87505  
Federal Tax ID #84-1665204

Spears Architects was established in 1981 by Beverley Spears, FAIA as a design firm focusing on educational facilities, residential buildings, urban design, landscape architecture, and historic preservation. In 2014, James Horn, AIA became a principal and the firm name became Spears Horn Architects. The firm is a private corporation consisting of six professionals including three architects, one of whom is also a landscape architect, three highly skilled and experienced architectural graduates, and an office manager. Our three architects on staff have all worked together for more than a decade. The firm has an excellent record of responsiveness to client needs, budget management, and timely performance of contract obligations. We have also championed the process of collaboration with our clients such that the final completed project seamlessly represents the design skills and dedication of Spears Horn Architects and the vision, insight, and experience of the client. We have been honored by our peers as a New Mexico Firm of the Year which recognizes a tradition of professional excellence by a firm of architects over at least a ten-year period.

*Persons Authorized to Prepare and Execute Contract:*  
Beverley Spears, FAIA                      James Horn, AIA  
505.983.6966                                      505.983.6966  
bspears@spearshorn.com                      jhorn@spearshorn.com

## TEAM ORGANIZATION / INTERFACE WITH CITY STAFF

As lead architect, Spears Horn Architects will administer project management and coordinate all communication with the consulting firms. We feel we have compiled the best consulting specialists and engineers in Santa Fe and New Mexico that will be available to assist on any type of project the City of Las Vegas has ready to develop. We have worked with each of these firms and have developed a close professional relationship with each one, allowing us to communicate efficiently and share information quickly. Depending on the requirements of each particular project, the necessary consultants will be brought on to the team.



# A

# OFFEROR'S IDENTIFICATION

## RESOURCE SUBCONTRACTORS / CONSULTANTS

### CIVIL ENGINEERING

**DESIGN ENGINUITY:** Orallynn Guerrerortiz, Civil Engineer NM PE #12688

As a NM corporation established in 1999, Design Enginuity provides basic and specialized engineering planning and design services in land development, terrain management, water/wastewater and utility infrastructure. Design Enginuity also provides assistance to its clients in the operation and troubleshooting of water and wastewater treatment systems, as well as support and representation on the land development process.

### LANDSCAPE ARCHITECTURE

**DESIGN OFFICE:** Claudia Horn, PLA NM #371

Design Office is a multidisciplinary design practice based in Santa Fe, NM that focuses on high-quality landscape, planning, and urban design. The practice provides innovative solutions unique to each project that meet client needs, respond to cultural context, and are ecologically appropriate. Their project experience illustrates a capacity to work in a diverse range of scales and project types, from the design of large public landscapes with intensive community involvement to intimate garden spaces; from expansive recreational areas to housing and mixed-use urban developments; from projects with public clients to those for private clients.

### STRUCTURAL ENGINEERING

**HEATLY ENGINEERING:** Scott Heatly, Structural Engineer PE NM #13858

Heatly Engineering, Inc. is a HubZone certified company which provides structural engineering, detailing, investigations, and special inspections. Their senior partner has over 25 years of experience in the engineering and construction industry. Their design experience includes a broad range of project types including office, industrial, K-12 and higher education, sports/performance facilities, healthcare, parking structures, hospitality, and government facilities.

**WALLA ENGINEERING:** Michael Walla, P.E., Structural Engineer NM PE #11030

Walla Engineering Ltd. was formed in 1998 with a staff dedicated to providing responsive and creative engineering solutions for a wide variety of clients. The majority of Walla Engineering's work is performed for Architectural clients. Renovation and Additions to existing structures make up a large percentage of our staff's experience but with over forty years of combined experience, they have designed structures of almost every function and construction material type. Walla Engineering, Ltd. is registered to practice Civil and Structural Engineering in New Mexico.

### MEP / FIRE PROTECTION / IT ENGINEERING

**BEAUDIN GANZE CONSULTING ENGINEERS:** Morgan Royce, PE NM #16665

Beaudin Ganze Consulting Engineers Inc., brings over eighteen years of sustainable and custom-tailored designs to each individual project they undertake. They see sustainability as a fundamental of good design, helping clients reduce operating and maintenance costs, while protecting and conserving natural environments. They are experts in LEED design, employing state-of-the-art technology and tools to optimize energy-efficient building systems and improve the owner's bottom line. They educate clients with all aspects of sustainable building practices including how it will affect their project, budget, operation and building maintenance; ultimately helping them make better choices on their projects.

**M&E ENGINEERING:** Karl Tipton, PE Mechanical and Electrical NM #21200, CEM

Founded in 1981 Mechanical and Electrical Engineering, Inc. (M&E Engineering) has been conducting mechanical, electrical and environmental consulting engineering in NM and the southwest region. M+E has provided full service MEP and fire suppression design on a number of SHA projects. After joining the M&E team in 2005, Karl Tipton, PE, was licensed as an architectural engineer. He became partner in the firm in 2008 and is the current President. Working as M/E engineer, designer and project manager, he has been the Engineer of Record for over 100 projects.

### SURVEYING

**DAWSON SURVEYS, INC:** Ed Trujillo, NM PS #12352

Based in Santa Fe, Dawson Surveys (established 1980) is a leading full service land surveying company with extensive experience in large tract surveys, subdivision platting and public land survey retracements, topographic mapping, aerial photo control, commercial and residential boundary and A.L.T.A. surveys, construction staking, as-builts and right of way maps. DSI conducts engineering type surveys including precise deformation monitoring surveys. DSI also has the capability to provide GIS mapping services for public and private utilities.

# A

## OFFEROR'S IDENTIFICATION

### GEOTECHNICAL CONSULTANT

**EARTHWORKS ENGINEERING GROUP, LLC:** David Liebelt, NM PE #14069 + Lee Hopkins, Geologist  
With over a decade of experience, Earthworks has the geotechnical and environmental knowledge necessary to assist with all development projects in NM. They offer complete statewide consulting services which include: Geotechnical Investigations, ASTM Phase I Environmental Site Assessments, Concrete and Asphalt Pavement Section Design, Soil Compaction and Concrete Materials Testing, Earthwork Certification, Percolation Testing and Septic Site Evaluations, and Soils Related Distress Evaluations.

### COST ESTIMATING

**BALIS & COMPANY:** Jon Balis, PMP  
Mr. Balis founded the premier construction cost consulting firm in New Mexico, developing comprehensive computerized databases of construction costs for the Southwest. He provides value engineering, life cycle costing, and project scheduling services. He will be essential in the evaluation of alternatives to ensure maximum value for least end cost.

### ENVIRONMENTAL TESTING / MONITORING

**CERL:** Dale Curtis  
With offices in Albuquerque and Santa Fe, New Mexico, CERL has provided environmental consulting and training services over a wide range of environmental topics since 1982. Due to the technical and regulatory aspects of environmental issues, CERL staff routinely serve as the client's representative in these matters, and provide extensive consultation to the client regarding compliance with such regulations as those pursuant to OSHA, AHERA, CERCLA, RCRA, NESHAPs, TSCA, DOT and others. Site monitoring during remedial actions includes such activities as pre-entry assessments for IDLH conditions, personnel monitoring, soil and water contaminant monitoring, area air particulate monitoring, evaluation of worker compliance with the site HASP, and other sampling and monitoring specifically addressing site conditions and worker health and safety. Clients include over one hundred thirty school districts, many federal, state and local government entities, and numerous private companies, property management firms, and individuals throughout the western United States. Certification numbers can be provided at request.

### LEED CONSULTING

**NORESCO:** Lisa Logan, LEED AP BD+C  
Founded in 1984, NORESCO is a leading energy services company that provides demand-side management and sustainability consulting services to deliver actionable, unbiased solutions for the built environment. NORESCO is one of the largest energy services companies in the U.S., and is dedicated to providing clients with peak building performance over the life of their facilities. In addition to their core performance contracting offerings, they offer a comprehensive suite of energy efficiency and sustainability consulting services for new and existing buildings that includes: Sustainable Design and LEED Consulting, Energy and Daylight Modeling, Commissioning, Energy Procurement Consulting, Measurement and Verification, Energy Audits and Retro-commissioning, System Assessments and Performance Testing, Retrofit Implementation.

### ACOUSTIC CONSULTING

**WAVE ENGINEERING:** Jeff Kwolkoski, INCE, CO Mechanical Engineer PE #29114  
Wave Engineering is an independent consulting firm specializing in acoustics, noise and vibration control. As an independent consultant, we do not sell or represent any products or equipment, so we consider solutions that are best for your project. We focus on practical solutions that work within your budget. We consult on sound isolation, room acoustics, and mechanical noise control.

### ROOFING CONSULTANT / TECHNICIAN

**CRENSHAW CONSULTING GROUP:** Jina Black  
Crenshaw Consulting Group, LLC (CCG) is a Certified Woman-Owned Enterprise Architectural / Engineering firm specializing in roof consulting and design. CCG was established in October of 2004 by Vickie Crenshaw, a Professional Engineer licensed in Texas and Arizona, Registered Roof Consultant (RRC) and Registered Roof Observer (RRO) with over 33 years experience in the roofing industry. CCG's professional staff have over 125 years of combined experience in the roofing and construction industry.

## B

# PERSONNEL EXPERIENCE

(SEE APPENDIX FOR RESUMES)

BEVERLEY SPEARS, FAIA  
Principal



Beverley is principal of Spears Horn Architects which she founded in 1981. Her projects include the Plaza Stage, Taos County Courthouse and Administrative Center, Santa Fe Community Convention Center (with Fentress), Santa Fe Public Schools Administration Building, the Academy for the Love of Learning, and Santa Fe Prep Library. Her work has focused on architectural design and sustainability as well as historic preservation, urban design and landscape architecture. Beverley received the New Mexico Architects Medal in 2000. In 2002, she was elevated to the national College of Fellows of the American Institute of Architects. In the same year she was recognized as Business Woman of the Year by Santa Fe's Business and Professional Women. In 2003, she was honored by the Old Santa Fe Association "for her contributions to the character and traditions of Santa Fe."

REGISTRATION:  
NM Architect #1349  
NM Landscape Architect  
#82

JAMES HORN, AIA, NCARB  
Principal



James has been involved in the architectural and building profession, and academics since 1984. He received a Master of Architecture degree from Rice University and a Bachelor of Arts in Architecture from University of New Mexico (UNM). Since joining Spears Horn Architects in 2000, James has designed and managed projects including Lannan Foundation, Women Infants and Children Offices, Santa Clara Pueblo Adult Daycare, Runnels Four Breakrooms, Rio Grande School and Solace Crisis Treatment Center. James is currently managing the SF County Administrative Offices. James is AIA Santa Fe immediate past president and has served as an adjunct faculty at the UNM School of Architecture since 2002.

REGISTRATION:  
NM Architect #4312  
NCARB #62084

SHANNON PASSMORE, AIA  
Project Manager



Shannon is a licensed architect who received a Bachelor of Architecture from the University of Arkansas in 2001, where he also completed studies in Rome, Italy and Memphis, Tennessee. He has a strong appreciation for the importance of context and place in Architecture, with a keen interest in historic buildings. He has previous experience in wood and steel frame building construction, and is currently involved in furniture design and fabrication. Shannon has served as project manager on a number of residential and commercial projects, and is interested in all aspects of the design process, from building planning to the smallest of details. He is committed and diligent in his work and has been involved in a number of award winning projects while working at Spears Horn Architects. Shannon has been with SHA since 2002 and received his Architectural license in 2012.

REGISTRATION:  
NM Architect #5128

## B

## PERSONNEL EXPERIENCE

DILLON WILLIAMS,  
ASSOC. AIA  
Architectural Intern



Dillon received a Master of Architecture from Texas Tech University in 2008. His professional experience includes residential, commercial, educational and hospitality. He has worked in offices in Dallas, and Santa Fe. Dillon was born and raised in Santa Fe, which has reinforced his understanding of the delicate balance of the natural environment and the impact of the human footprint. He enjoys working with different building typologies and challenging programmatic issues. Dillon has provided production on the Milagro Masterplan, Santo Domingo Trading Post, Taos High School, Santa Fe Botanical Gardens and multiple residential projects. He is an associate member of the AIA and a LEED Green Associate.

KATE BOLES, ASSOC. ASLA  
Architectural Intern



Kate graduated from Rice University in 2008 with a B.S. in Ecology and Evolutionary Biology and a B.A. in Biochemistry and Cell Biology. She worked for Spears Horn Architects from 2008 until starting graduate school in 2009. Kate graduated from the University of Virginia Architecture School with a Masters in Landscape Architecture and a Certificate in Historic Preservation in 2012, and returned to work for Spears Horn Architects in early 2013. Kate was Project Captain for the NM State Space Use Assessment and has contributed to a variety of projects including St. Vrain Mill Historic Structures Report (HSR), O'Keeffe Abiquiu Home and Studio HSR, Los Luceros Casa Grande Repairs and residential landscapes.

BEN ORTEGA  
Architectural Intern



Ben received a Master of Architecture from UNM in 2013 and was awarded the Henry Adams School medal and certificate of merit. Ben has worked as a design consultant to Antoine Predock, among others. He created schemes for urban planning, international museum competitions, residential and educational projects. While working in Santa Fe, Albuquerque, Los Angeles and Anchorage, Ben has developed an awareness of the importance of site specific design interventions. As a native of Santa Fe, he hopes to learn from the provincial architecture of NM. At Spears Horn Architects he has contributed to the production of drawings for Villagra Window Renovation + Women Infants and Children.

SANDY SNIDER  
Office Manager



Sandy is the office manager and business manager for Spears Horn Architects. She is a graduate of the University of New Mexico and a retired school teacher. After working in educational administration, she joined Spears Horn Architects in October of 1999.

# C

# LICENSES

(SEE APPENDIX FOR LICENSES)

# D

# EXPERIENCE IN A/E SERVICES

(SEE APPENDIX FOR LETTERS OF REFERENCE)

Jim Leonard, Headmaster  
**Santa Fe Preparatory School**  
1101 Camino Cruz Blanca  
Santa Fe, NM 87501  
982-1829 x214

Ed Walkiewicz, Former Director  
**Doel Reed Center for the Arts**  
7158 NM Highway 518  
Talpa, NM 87557  
954-1354

Everett Chavez, Tribal Programs Administrator  
**Santo Domingo Pueblo**  
15 Tesuque Street  
Santo Domingo Pueblo, NM 87052  
465-0055

Patrick Lannan, President  
**Lannan Foundation**  
309 Read Street  
Santa Fe, NM 87501  
986-8160

Maria Jose Rodriguez Cadez, Executive Director  
**Solace Crisis Treatment Center**  
6601 Valentine Way  
Santa Fe, NM 87592  
988-1951

Katherine O'Neill, Executive Director  
**University of New Mexico - Taos**  
115 Civic Plaza Drive  
Taos, New Mexico 87571  
575-737-6204

Keith Poitras, Project Manager  
**NM Facilities Management Division**  
2542 Cerrillos Road  
Santa Fe, NM 8750  
470-8328

Geraldine Forbes-Isias, Dean  
**UNM School of Architecture & Planning**  
1 University of New Mexico  
Albuquerque, NM 87131  
277-1199

*"Working with your staff at Spears has been a complete pleasure. We have always found your office to be responsive and sensitive to the needs of a non-profit school with a limited budget and aggressive time line."*

Jay Underwood  
Head of School, Rio Grande School

*"As the project manager from day one, I can say that all personnel at Spears Horn Architects were both pro-active and responsive in dealing with Open Hands throughout the process."*

Tom Spray  
Former Director, Open Hands

*"Spears Horn Architects' design of the building [Santa Fe Prep Library] was exquisite on many levels. From an engineering standpoint, locating the building in such a tight space required great imagination. In terms of use, you managed to make the spaces ... feel generous but not extravagant. And from an aesthetic perspective, the lovely outdoors of our campus simply pours into the building through windows, skylights and doorways. Most importantly, the building works from a design standpoint: people flow easily from one room to the next and the building fully meets the several different needs we identified in the design process."*

Jim Leonard  
Head of School, Santa Fe Prep School Library

# D

# EXPERIENCE IN A/E SERVICES

## SANTA FE PREPARATORY SCHOOL LIBRARY



- as-needed project

**QUALITY CONTROL:** Sustainable strategies including energy efficiency, rainwater collection for irrigation, water conserving plumbing fixtures, extensive daylighting and low-toxicity materials have benefited the library. A unique wood ceiling reflects daylight down to the reading tables from the clerestory windows. Working well.

**SCHEDULE CONTROL:** Coordinated construction of the library during the school calendar year.

Jim Leonard, Headmaster  
505-982-1829 x214

SQ. FT. 20,000 SF  
Project Budget: \$4,047,000  
Estimated Cost: \$4,047,000  
As-Bid Cost: \$4,047,000  
Final Cost: \$4,064,030  
C.O. Increase: .42 %  
Change Orders: 5  
Amount of C.O.: \$17,030

## RIO GRANDE SCHOOL MAIN BUILDING ADDITION



- as-needed project

**QUALITY CONTROL:** Sustainable methods and materials: visible water cistem for irrigation and educational use, drought-tolerant plants, low-VOC materials, controlled day-lighting, low energy use, water conserving plumbing fixtures, operable windows and doors for natural cross ventilation, building orientation, overhangs, and glazing placement. Working well.

**SCHEDULE CONTROL:** Completed under budget and on time. School was ongoing during construction.

Nigel Taplin, Head of School  
505-983-1621

SQ. FT. 4,508 SF  
Project Budget: \$1,400,000  
Estimated Cost: \$1,327,000  
As-Bid Cost: \$1,327,000  
Final Cost \$1,324,729  
C.O. Increase: -.17%  
Change Orders: 4  
Amount of C.O.: -\$2,272

## SOLACE CRISIS TREATMENT CENTER



- as-needed project

**QUALITY CONTROL:** Conventional materials have well-tested for durability and maintainability. Privacy and security are provided within a well-lit, welcoming, peaceful space. The sitework includes underground water cisterns for roof run-off for the primary irrigation of drought-tolerant trees, shrubs, grasses, and wildflowers. These methods are working well.

**SCHEDULE CONTROL:** Kept to owner's schedule.

Maria Jose Rodriguez Cadez, Executive Director  
505-988-1951

SQ. FT. 11,613 SF  
Project Budget: \$1,680,000  
Estimated Cost: \$1,680,000  
As-Bid Cost: \$1,680,000  
Final Cost: \$1,747,336  
C.O. Increase: 3.85 %  
Change Orders: 4  
Amount of C.O.: \$67,336

## RIO GRANDE SCHOOL MULTIMEDIA CENTER



**QUALITY CONTROL:** Multi-Media Library, Computer Lab, Classrooms, Multi-Use Main Hall, and Outdoor Terrace Spaces. The site includes a new driveway providing a 200' long drop-off area for students, expanded gravel parking, new drought tolerant trees and plants, and extensive pedestrian walkways. Controlled natural lighting with ample cross ventilation is available through-out the project. Working well.

**SCHEDULE CONTROL:** Kept to owner's schedule.

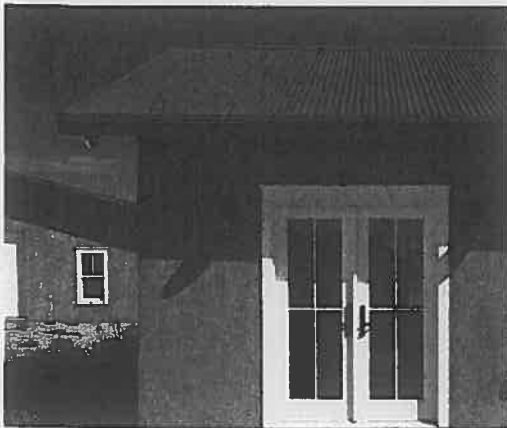
Nigel Taplin, Head of School  
505-983-1621

SQ. FT. 7,415 SF  
Project Budget: \$1,034,000  
Estimated Cost: \$1,421,410  
As-Bid Cost: \$1,312,480  
Final Cost: \$1,375,378  
C.O. Increase: 4.57%  
Change Orders: 9  
Amount of C.O.: \$62,897

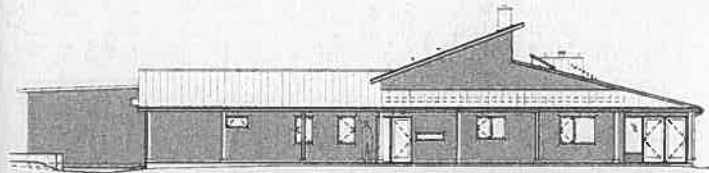
# E EXPERIENCE AS AN A/E CONSULTANT

## PROJECTS IN NEW MEXICO

During thirty-five years of professional service in Santa Fe, Spears Horn Architects has established a solid reputation with clients, contractors, and building officials for the quality of design and the integrity of the firm. This reputation is grounded in a keen appreciation of the people, culture, climate, and landscape of New Mexico. Our only projects that have taken place outside of New Mexico are the Navajo Headwaters Lodge Restoration and the Banded Peak Ranch Lodge, both located in Chromo, Colorado. Due to our investment in the future of New Mexico, we consciously choose to pursue projects located in New Mexico. Of our 390+ projects, the majority have taken place in Santa Fe. The future of Santa Fe has repeatedly been entrusted to Spears Horn Architects on projects such as the Santa Fe Master Plan Update, Santa Fe Urban Design Guidelines, Santa Fe River Trail, and several studies. Spears Horn Architects has also enhanced the character and community life of Santa Fe by creating identifying, communal spaces including the Santa Fe Plaza Stage and the Santa Fe Community Convention Center.



La Jara House, Watrous



Tyler House Elevation



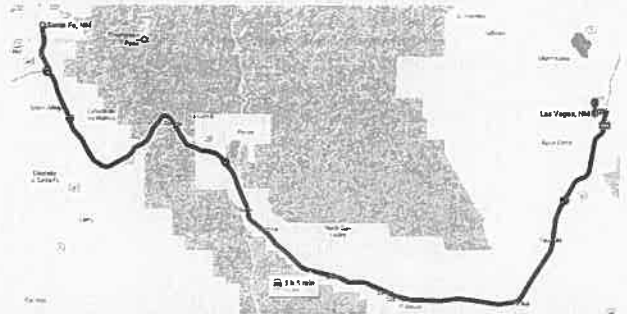
Tyler House Site, Las Vegas

## FAMILIARITY WITH CITY OF LAS VEGAS

Spears Horn Architects has been providing services to public and private clients in northern New Mexico since 1983. Our work in the Las Vegas area of the state includes the restoration of the Cleveland Roller Mill in Cleveland, New Mexico, the survey and report for historic structures in Clayton, Springer and Wagon Mound for the State Historic Preservation Division, the preservation plan for the San Miguel Church in San Miguel del Vado, and the survey of historic churches in east central New Mexico including the town of Las Vegas completed for the State Historic Preservation Division. A few historic houses in Las Vegas were included in American Adobes, Rural Houses of Northern New Mexico written by Beverley Spears and published by UNM Press. We have recently worked on the St. Vrain Mill HSR and Rehabilitation for the St. Vrain Mill in Mora and are currently assisting the St. Vrain Mill Preservation and Historical Foundation in securing a loan to complete Phase I. We designed two houses in the vicinity and have completed three projects through our on-call contract with the State of New Mexico for the NM Behavioral Health Institute. In 2010, we were part of a team to develop the Downtown Action Plan and Metropolitan Redevelopment Area Plan for the City of Las Vegas.

## PAST PROJECTS IN THE LAS VEGAS REGION:

- NM Behavioral Health Institute Demo/Site - El Camino
- NM Behavioral Health Institute Demo/Site - CBS
- NM Behavioral Health Institute La Planta Re-roof
- City of Las Vegas Master Plan
- Tyler House - Las Vegas
- La Jara House - Watrous
- St. Vrain Mill Historic Structure Report - Mora
- St. Vrain Mill Rehabilitation - Phase I - Mora
- Cleveland Roller Mill Stabilization and Restoration
- Clayton, Springer and Wagon Mound Report
- San Miguel Church Preservation Plan
- Historic Churches Study (includes Las Vegas)



Spears Horn Architects, located at 1334 Pacheco Street in Santa Fe, NM, is less than a 60 mile drive from Las Vegas.



# E EXPERIENCE AS AN A/E CONSULTANT

## CITY OF LAS VEGAS MASTER PLAN



In 2010, Spears Horn Architects was part of a team headed by Community by Design to develop a Downtown Action Plan and Metropolitan Redevelopment Area Plan for the City of Las Vegas. Funding was provided through a Capital Outlay Grant from the NM Main Street Program and the NM Economic Development Department. The plan defines the community's vision for the downtown and identifies priority projects and programs to revitalize the downtown area. It

examines existing conditions and assets, recommends redevelopment projects and implementation strategies, and identifies funding sources for downtown's future improvements. The recommendations and strategies are intended to help achieve the vision and goals developed by the community through an extensive participatory planning process. Spears Horn Architects worked on the historic preservation and urban design components of the master plan.



# E EXPERIENCE AS AN A/E CONSULTANT

## NM BEHAVIORAL HEALTH INSTITUTE DEMO AND SITE IMPROVEMENTS - EL CAMINO

Las Vegas, NM

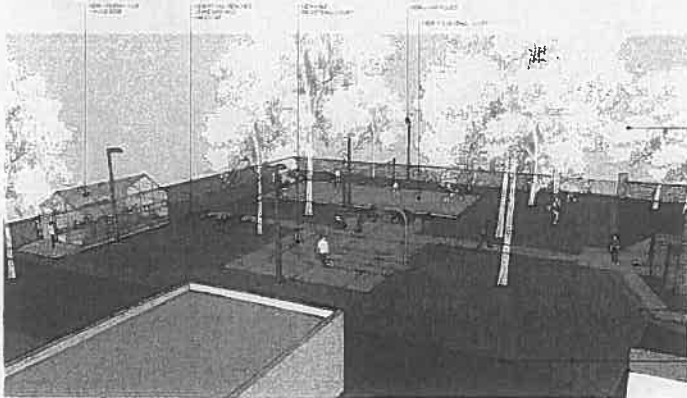


The NMBHI El Camino project involved removing an old building on the New Mexico Behavioral Health Institute El Camino campus due to its poor and unsafe condition. New site improvements took place for NMBHI and NM FMD. We worked with NMBHI to provide expanded parking, better pedestrian access through the site, siting areas, adequate van drop-off, handicap parking, and improved driveway. A new wall with ramp and stairwells was planned, along with cladding an existing shed with brick to match the campus construction. Additionally, low-impact landscape improvements for erosion control and entry designation.



## NM BEHAVIORAL HEALTH INSTITUTE DEMO AND SITE IMPROVEMENTS - CBS DORMITORY

Las Vegas, NM



The NMBHI Community Based Services (CBS) project involved demolishing and removing a dilapidated building and installing site improvements. The Community Based Services facility now has a half basketball court, volleyball court, greenhouse, bench and siting areas, and better pedestrian connectivity. Drainage was addressed to solve ponding in the driveway.

## NM BEHAVIORAL HEALTH INSTITUTE LA PLANTA RE-ROOF

Las Vegas, NM

Spears Horn Architects was hired to address drainage problems and re-roof three roofs of the La Planta Building in Las Vegas, New Mexico. Total re-roof area of  $\pm 1,767$  SF, total project roof area  $\pm 3,597$  SF.

# E EXPERIENCE AS AN A/E CONSULTANT

## PAST EXPERIENCE ON AS-NEEDED PROJECTS

Spears Horn Architects has years of experience working on as-needed projects for many private, nonprofit, institutional and government clients including the following:

<b>SANTA FE PUBLIC SCHOOLS:</b> Administration Building Addition Tesuque Elementary School Addition Salazar Elementary School Stucco Agua Fria School Library Santa Fe Tech Remodel Santa Fe High School (5 projects) Alvorado Elementary Restuccoing Santa Fe Public Schools Study Kaune Elementary School Restucco DeVargas Junior High Restuccoing DeVargas Junior High Remodel Tesuque Elementary School Addition High School Study	Campus Master Plan <b>LOS ALAMOS PUBLIC SCHOOLS:</b> Mountain School Addition Los Alamos High School-2 projects Los Alamos Landscaping Los Alamos Schools Consulting Los Alamos Asbestos Encapsulate	Administration Building Computer Lab Expansion Multi-Media Center and Classrooms  <b>NM ASSOCIATION OF COUNTIES</b> <b>LOS LUCEROS FOUNDATION</b> <b>LANNAN FOUNDATION</b> <b>SANTA FE ANIMAL SHELTER</b> <b>TAOS HIGH SCHOOL</b>
<b>UNIVERSITY OF NM - TAOS:</b> Library+Learning Resource Center	<b>SANTA FE PREP SCHOOL:</b> Sports Field Administration Building Addition Library Site Master Plan Commons Building Computer Lab Science Addition	<b>NM FMD:</b> Space Use Assessments (2 projects) NM BHI Demo + Site (2 projects) Runnels Four Breakrooms Lamy / Lew Wallace (2 projects) NM BHI La Planta Re-roof PERA Elevator Villagra Windows
	<b>RIO GRANDE SCHOOL:</b> Campus Master Plan	

## STATE OF NEW MEXICO ON-CALL CONTRACT PROJECTS:

Spears Horn Architects has been awarded three recent statewide on-call contracts from the New Mexico Facilities Management Division: one in 2010 for \$200,000, one in 2013 for \$200,000 and one in 2016 for \$500,000. Under the contracts, Spears Horn Architects has so far been awarded 6 separate renovation projects for state buildings:

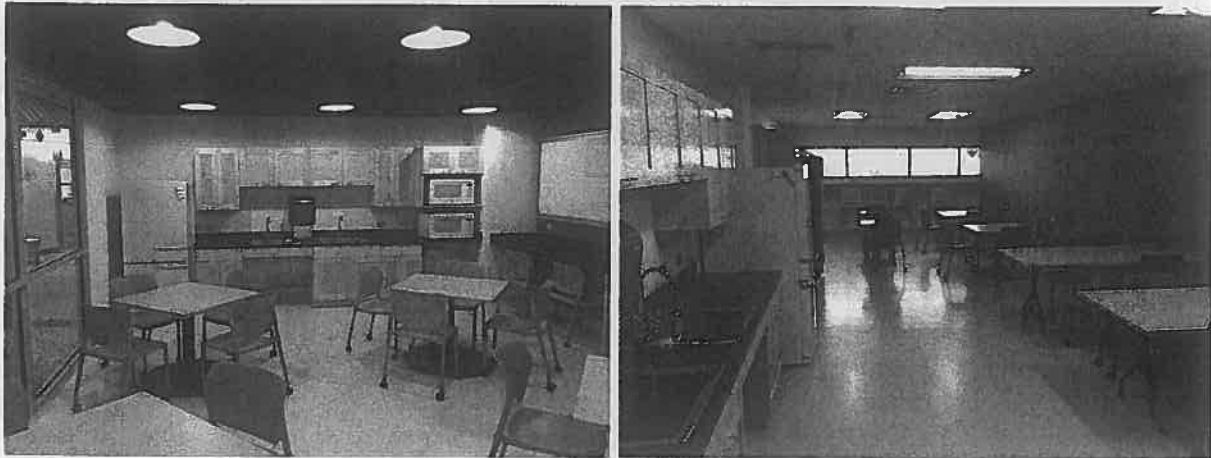
- NMBHI Demo and Site Improvements - This project had two parts: 1) Dormitory Demolition and Site Improvements (±2,400 SF demolition on ±0.37 acre site, completed December 2014), 2) El Camino Demolition and Site Improvements (±3,276 SF demolition on ±0.91 acre site, completed January 2015). An old dormitory building on the New Mexico Behavioral Health Institute Community Based Services Campus was removed due to its poor and unsafe condition. New site improvements took place. The Community Based Services facility will now have a half basketball court, volleyball court, greenhouse, bench and siting areas, and better pedestrian connectivity. Drainage was addressed to solve ponding in the driveway. Another dilapidated building was demolished and removed. We worked with NMBHI to provide expanded parking, better pedestrian access through the site, siting areas, adequate van drop-off, handicap parking, and improved driveway. A new wall with ramp and stairwells was planned, along with cladding an existing shed with brick to match the campus construction. Additionally, low-impact landscape improvements for erosion control and entry designation. Cost \$608,259.
- La Planta Re-roof - Spears Horn Architects was hired to address drainage problems and re-roof three roofs of the La Planta Building in Las Vegas, New Mexico. Total re-roof area of ±1,767 SF, total project roof area ±3,597 SF. Construction cost \$200,000. Estimated completion December 2016.
- PERA Elevator - This project involved designing an exterior ±95 SF enclosure for an existing exposed freight elevator for the ±161,780 SF PERA Building in Santa Fe, New Mexico. Construction cost estimate \$243,704. Estimated completion December 2016.
- Villagra Windows - The Villagra Building Window and Exterior Wood Refurbishing project includes window replacement of 43 wood windows and restoration of 21 windows, 2 doors and wood elements on the historic Villagra Building in Santa Fe, New Mexico. Preliminary cost estimate \$628,000. Anticipated completion fall 2017.
- Runnels Building Breakrooms - Spears Horn Architects was directed by New Mexico Facilities Management Division to convert four Department of Health and Environment Department office suites into four breakrooms at each of the four floors of the +/-600 state employee Harold Runnels Building in Santa Fe. The project cost \$453,437 and was completed in 2014.
- Lamy Portal Restoration - This project has been awarded to Spears Horn Architects and has just begun.
- Penetentiary of New Mexico Bakery - This project has been awarded to a contractor and construction will begin.

## NAVAJO HOUSING AUTHORITY VENDOR LIST:

Spears Horn Architects also has been accepted on the Navajo Housing Authority's approved vendor list.

# E EXPERIENCE AS AN A/E CONSULTANT

## STATE OF NEW MEXICO RUNNELS BUILDING 4 BREAKROOMS REMODEL



We converted four Department of Health and Environment Department office suites into four Breakrooms at each of the four floors of the Runnels Building for NM Facilities Management Division. We used as many existing walls and storefront as possible, and introduced a different color to each Breakroom. The rooms each received names such as: Evergreen, Sunflower, Tulip, and Iris. The project was fast track, with the Architects and Engineers completing permit drawings in less than a month and Contractor completing construction in month and a half. The size of each Breakroom ranged from 400 SF to 600 SF.

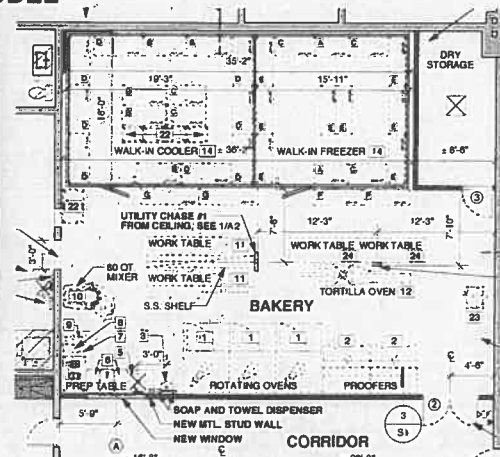
## STATE OF NEW MEXICO PENITENTIARY BAKERY REMODEL

HWY 14, Santa Fe, NM

An existing  $\pm 1,200$  SF cafeteria space on the Penitentiary grounds will be converted into a commercial bakery with a dry storage room. The bakery will be used to facilitate programs to teach inmates baking skills and provide multiple penitentiary sites with baked goods. The project space is adjacent to a commercial kitchen currently used by the corrections staff. The project is in Bid negotiations.



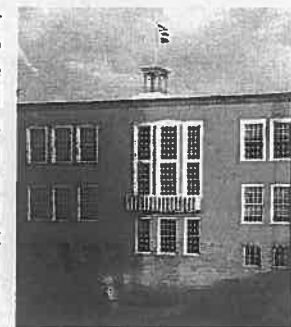
Bakery Space Before Remodel



## STATE OF NEW MEXICO VILLAGRA BUILDING WINDOW AND EXTERIOR WOOD REFURBISHING

Santa Fe, NM

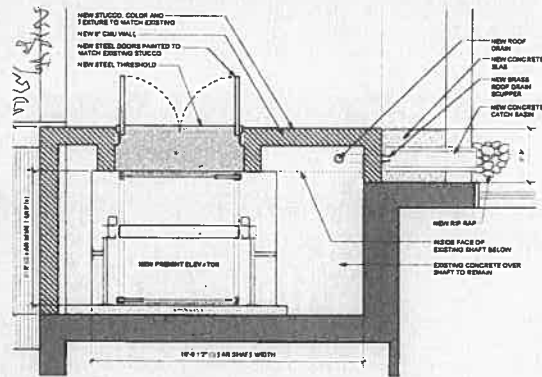
The Villagra Building Window and Exterior Wood Refurbishing project includes window replacement and restoration of doors, windows, and wood elements on the historic  $\pm 18,143$  SF Villagra Building in Santa Fe, New Mexico. The building is a circa 1934 territorial style building designed by John Gaw Meem; it is listed on State Register of Historic Places, and was a part of the WPA works. The building houses the District Attorneys Office, which is in use beyond normal business hours and works daily with sensitive subject matter with requires strict security. As part of the project, 43 wood windows will be replaced with new (in-kind) units; wood sashes, trim, pediments, muntins, and sills to match original windows. Hazardous materials including asbestos and lead will be abated. The project will be phased in order to provide continuous use of the building. Spears Horn Architects has worked closely with the New Mexico State Historic Preservation Office. Anticipated construction completion fall 2017.



# E EXPERIENCE AS AN A/E CONSULTANT

## STATE OF NM PERA BUILDING FREIGHT ELEVATOR Santa Fe, NM

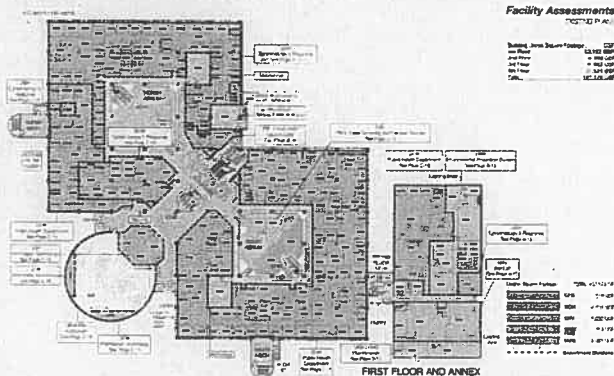
The Public Employees Retirement Association (PERA) building is a ±161,780SF five story territorial building built in 1968. The building originally belonged to PERA but was later purchased by the State of New Mexico. The elevator enclosure addition extends of the building by an overall dimension of ±7'-5" x 13'-5" with an overall increase of ±96 square feet. The PERA building existing non-functional freight elevator is an exposed elevator located on the east building façade, west of the entrance portal. It services the underground lower two floors of the building. The elevator enclosure retains the freight elevator shaft and encloses it within three new CMU walls and a new roof. In the historic district, the new enclosure was designed to blend with the existing structure.



## SPACE USE PLANNING PROJECTS

### 2014 SPACE USE ASSESSMENT AND RECOMMENDATIONS FOR 7 STATE BUILDINGS Santa Fe, NM

New Mexico Facilities Management Division (FMD) hired Spears Horn Architects on a team with FBT Architects and Greer Stafford / SJCF Architecture to complete a space use assessment of seven state buildings. Spears Horn Architects was responsible for producing the space use assessment for Harold Runnels Building and Bataan Memorial Building. The space use assessment consisted of two parts: assessments and recommendations. During the assessment phase, the team conducted extensive interviews with representatives of each department to better understand the needs and challenges of the departments, documented all rooms with photographs and updated existing plans to make a complete set of current CAD floorplans / as-built drawings. The team also documented job position title, number of full time equivalents (FTEs) (including vacant positions, temps and contractors), unoccupied space, usable square feet (USF), and net assignable square feet (NASF) with the goal of determining the efficiency of the buildings. During the recommendations phase, the team developed conceptual recommendations identifying short and long-term project options, with comparative cost estimates, to improve building efficiency. These recommendations were used to assist FMD in identifying potential to accommodate additional state personnel in the buildings and inform short and long-range planning studies as to optimal space utilization standards. Spears Horn Architects was later hired to design new breakrooms for the Harold Runnels Building.



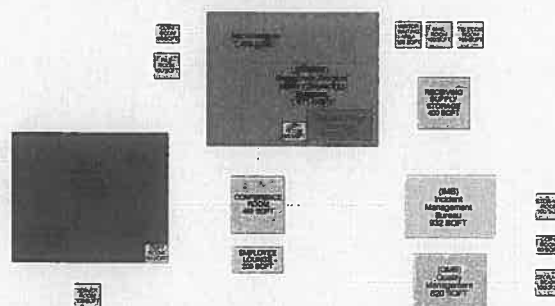
Runnels Building

### 2011 SPACE USE STUDY Santa Fe, NM

The purpose of this 2011 study was to determine the amount of leased space needed for two divisions within the State of New Mexico Department of Health. Available staffing levels and division operations were used to develop a list of necessary rooms and areas, and organizational charts. Meetings were organized with agency representatives to understand and augment the required information. State of NM Space Standards (2000) document was used to assign net square footage to each of the required rooms and areas. BOMA International - Office Buildings Standard Methods of Measurement and Calculating Rentable Area (2010) was used as a guide to determine a reasonable and efficient multiplier to allow square footage for wall thickness, hallways and circulation to determine a minimum total area to be leased per division.

### ORGANIZATIONAL CHART

Division of Health Improvement



Colgate Building

# E EXPERIENCE AS AN A/E CONSULTANT

## HISTORIC PRESERVATION

Spears Horn Architects has earned an excellent reputation for sensitivity and knowledge of historic architecture. We have written and lectured widely on topics of historic architecture in New Mexico for the University of New Mexico, the Historical Society of New Mexico, Recursos, the Georgia O'Keeffe Museum, Southwest Seminars, the University of Virginia, and the American Institute of Architects. Beverley Spears of Spears Horn Architects is one of the few professionals to be officially recognized by the New Mexico Historic Preservation Division as qualified in the fields both of Historic Architecture and Architectural History.

Our firm's principal, Beverley Spears, FAIA, has worked as a Historical Architect for the Southwest Region of the National Park Service. There she directed many restoration and conservation projects including stonework restoration at both Chicasaw National Recreation Area and the San Antonio Missions National Historic Park and additional work at Canyon de Chelly National Monument, Fort Smith National Historic Site, San Antonio Missions National Historical Park, and Hubbell Trading Post National Historic Site.

Historic preservation is an important focus for Spears Horn Architects. We have directed structural repairs, alterations and restorations on numerous existing buildings, from historic adobes to stone buildings to modern construction types such as concrete masonry units. We work closely with the entire project team to design and refine the most appropriate, cost-effective and least disruptive solution to the many issues that arise in the rehabilitation of historic buildings, especially adobe. When warranted, we will consult with experts specializing in particular aspects of preservation.

## MADRID BALLPARK GRANDSTAND RENOVATION

Madrid, NM



In 2009, Santa Fe County awarded the contract to restore the historic Grandstand at the town of Madrid baseball field to Spears Horn Architects. We worked closely with Santa Fe County, the State of NM Office of Historic Preservation, representatives from the town of Madrid, CID and Santa Fe County Fire marshals to develop a plan to rebuild the crumbling structure while maintaining the historic character of the original building. We selected several large wood beams and the announcer's booth structure in the roof for reuse in the newly reconstructed building. Phase 2 bleachers and site features were completed in 2013.

## SPEARS HORN ARCHITECTS PROJECTS INVOLVING HISTORIC PRESERVATION (most recent):

- |  |   |
|--|---|
| 2016 Santa Fe County Courthouse HSR            | 2002 Lannan Foundation Meeting House Renovation             |
| 2015 Santo Domingo Trading Post Rehabilitation | 2000 San Miguel del Vado Church Restoration Study           |
| Doel Reed Center for the Arts Rehabilitation   | Los Luceros Wheelwright House Restoration                   |
| Gustave Baumann House Interior Remodel         | Westside-Guadalupe Historic District Resurvey               |
| O'Keeffe House and Studio HSR                  | 1999 Stockstill House Restoration                           |
| Mora St. Vrain Mill Historic Structures Report | 1997 County Fair Historic Preservation Outreach Study       |
| 2011 Madrid Ballpark Grandstand Restoration-II | John Gaw Meem Research Project                              |
| Seton Castle Ruins Stabilization               | 1995 Northeast Communities Survey for HPD                   |
| Camino Rancheros House Addition / Renovation   | Santa Fe General Plan Update                                |
| Old Ribera School Restoration / Adaptive Reuse | 1994 Santa Fe Historic Districts Building Heights Survey    |
| 2010 Madrid Grandstand Restoration - Phase I   | 1993 Historic Navajo Trading Posts Survey for HPD           |
| 2009 Lannan Foundation Upgrades                | Historic Railroad Related Structures Survey - HPD           |
| 2008 Navajo Headwaters Lodge Restoration       | Historic Churches Survey Synthesis for HPD                  |
| 2006 Tesuque Log Cabin & Pool House Remodel    | 1991 Historic Churches Survey SE & SW for HPD               |
| Archdiocese Properties Historical Survey       | Historic Churches Survey East Central for HPD               |
| Ernest Thompson Seton Castle Adaptive Reuse    | Los Luceros Adobe Restoration Study for Getty               |
| Lamy Building Exterior Restoration             | 1990 National Parks Service Santa Fe Trail Building LMP     |
| 2005 Santa Fe Downtown Housing Study           | 1988 Westside-Guadalupe Historic District Study for SF City |
| Santa Fe Plaza Stage                           | Santa Fe Historic Neighborhoods Study for SF City           |
|  | Canyon de Chelly Thunderbird Lodge HSR                      |

# E EXPERIENCE AS AN A/E CONSULTANT

## HISTORIC STRUCTURE REPORTS

### GEORGIA O'KEEFFE ABIQUIU HOUSE HISTORIC STRUCTURE REPORT

Abiquiu, NM



This report was prepared for the Georgia O'Keeffe Museum, the owner and manager of the property. The report, begun in June 2015 and to be completed in February 2016, was partially funded by the NM HPD. The purpose of the report is to create a comprehensive document on the two buildings and the grounds which records past history, current conditions and future guidelines for management and conservation. Although the house dates in part to the 18th century, the HSR historical documentation has focused almost entirely on the O'Keeffe period from 1945 through 1986.

### ST. VRAIN MILL HISTORIC STRUCTURE REPORT

Mora, NM



Spears Horn Architects prepared a Historic Structure Report with as-built drawings for the St. Vrain Mill in Mora, NM. The report was partially funded by a grant from the NM Historic Preservation Division through the National Park Service Historic Preservation Fund to the St. Vrain Mill Preservation and Historical Foundation in April of 2015. The mill was constructed in 1864 by Ceran St. Vrain and operated until 1933. The building was placed on the State Register in 1970 and the National Register of Historic Places in 1973.

### ADDITIONAL HISTORIC STRUCTURE REPORTS, HISTORIC SURVEYS & STUDIES

Spears Horn Architects is officially recognized by the New Mexico Historic Preservation Division as qualified in the fields both of Historic Architecture and Architectural History. We have completed historic structures surveys for the New Mexico Historic Preservation Division addressing historic churches in central, eastern, and southwest New Mexico, and statewide; as well as railroad-era structures, Navajo trading posts, and an architectural survey of Clayton, Springer and Wagon Mound.

2014	Los Luceros Casa Grande Repairs Study	1994	Building Heights Survey
2012	Fuller Lodge Historic District Survey	1993	Historic Navajo Trading Posts Survey
2011	Georgia O'Keeffe Ranch House Study		Historic Railroad Related Structures Survey
2006	Archdiocese Properties Historical Survey		Historic Churches Survey Synthesis
2005	Santa Fe Downtown Housing Study	1991	Historic Churches Survey SE & SW
2000	San Miguel del Vado Church Restoration Study		Historic Churches Survey East & Central
	El Paradero Guadalupe Historic Survey		Los Luceros Historic Adobe Restore Study
	Westside Guadalupe Resurvey	1988	Westside Guadalupe Historic District Study
1997	County Fair Historic Preservation Outreach		Santa Fe Historic Neighborhoods Study
	John Gaw Meem Research Project		Canyon de Chelly Historic Structure Report
1995	Northeast Communities Study		Crownpoint Historic Buildings Study

# E EXPERIENCE AS AN A/E CONSULTANT

## MASTER PLAN PROJECTS

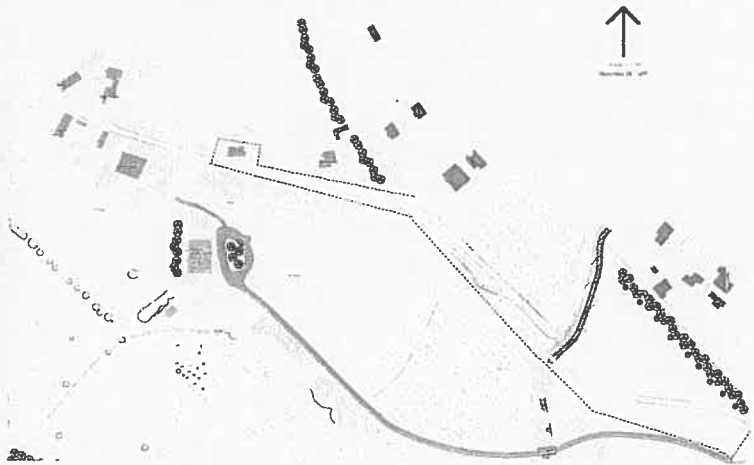
Museum of New Mexico Foundation Campus Master Plan  
Doel Reed Center for the Arts Rehabilitation  
Los Luceros Milagro Master Plan  
Las Vegas Master Plan Consulting  
Solace Crisis Treatment Center Master Plan  
St. Michael's Boulevard Design Study  
University of New Mexico Taos Campus Master Plan  
Rio Grande School Campus Master Plan  
St. Bede's Episcopal Church Master Plan  
Academy for the Love of Learning Master Plan  
HBC Cathedral Master Plan

Santa Fe Preparatory School Campus Master Plan  
Lannan Foundation Campus Upgrades  
Southwest Santa Fe Master Plan  
Santa Fe Animal Shelter and Humane Society Master Plan  
St. John's United Methodist Church Master Plan  
Santa Fe River Trail Master Plan  
Transit-Oriented Neighborhood Study  
City of Santa Fe General Plan Update  
Santa Fe Southern Railroad Master Plan  
Museum of New Mexico Master Plan (with SMWM)

## LOS LUCEROS MASTER PLAN

Alcalde, NM

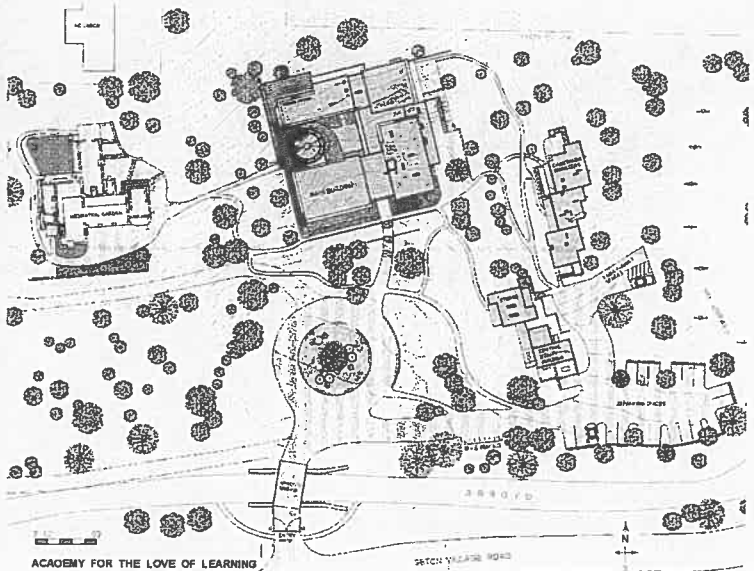
This 140-acre site along the Rio Grande played an important role in the prehistoric era and Spanish Colonial history of the region, once serving as the County Seat of Rio Arriba County. In the early twentieth century, it was refurbished by Mary Cabot Wheelwright, founder of the Wheelwright Museum in Santa Fe. Los Luceros is now a museum with historic buildings and breathtaking rural grounds open to the public. Spears Horn Architects has worked with the Los Luceros property since 1998 for the DCA and Redford Enterprises on a variety of projects including a site master plan, new Visitors Center and placita, and restoration of the Wheelwright house.



## ACADEMY FOR THE LOVE OF LEARNING MASTER PLAN

Seton Village, Santa Fe, NM

The Academy for the Love of Learning is a private, non-profit organization that works with a variety of clients including school teachers from around the country, conducting workshops and retreats that help re-inspire the attendees' enthusiasm for learning and teaching. The new 40+ acre campus for their organization is situated in the hills southeast of Santa Fe, NM. This campus includes new contemporary northern NM design buildings: a 15,000 SF Main Building, a 2,300 SF Guest Quarters, and a 900 SF Art Studio. The program includes a large Gallery / Presentation Space and the Seton Gallery and Archives used to store and the original artwork of Ernest Thompson Seton. We had a collaborative design team that includes 3 landscape designers, a Feng Shui practitioner, 3 acoustical engineers, a dowser and an artist. LEED Gold project.

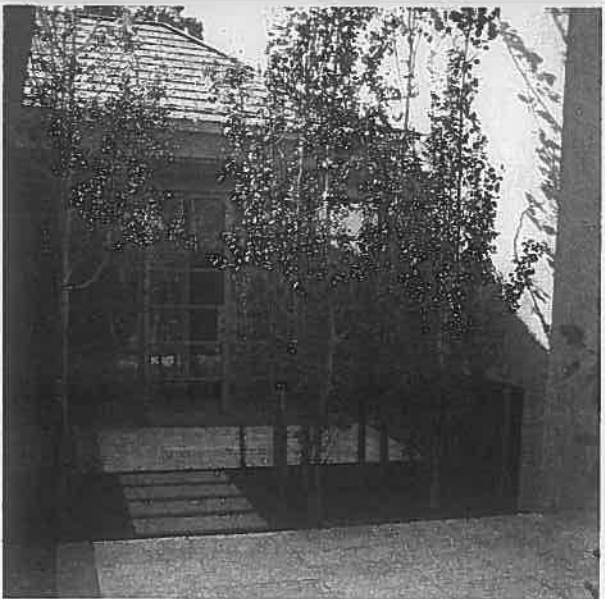
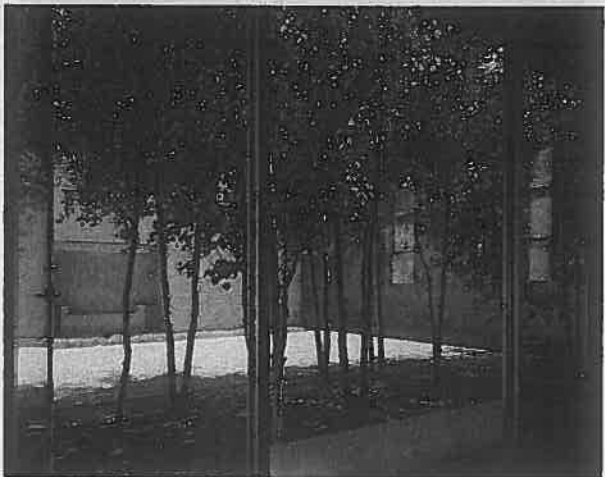




# E EXPERIENCE AS AN A/E CONSULTANT

## SITE / LANDSCAPE PROJECTS

Cannon Gardens  
New Mexico Museum of Art Courtyard Rehab  
Santa Fe County Administrative Offices (current)  
Osan House  
Thomas Fountain  
O'Keeffe Abiquiu House and Studio HSR  
Swistel Landscape  
Light House  
Lannan Foundation Gate  
NM Behavioral Health Institute Demo + Sitework  
Santa Clara Pueblo Adult Daycare Landscape  
Doel Reed Center for the Arts Rehabilitation  
Ashmore Remodel and Landscape  
Santa Fe Botanical Garden Shade Structures  
Lannan Foundation Main Building Garden  
Taos County Judicial Complex Landscape (unbuilt)  
Summit House Landscape  
Rio Grande School Garden  
Tano Road House Landscape  
Santa Fe Preparatory School Landscape  
Solace Crisis Treatment Center Landscape  
Wirth Garden Restoration  
Lannan Foundation Meeting House Landscape  
Flying "J" Landscape  
Lamy Park  
West Capitol Landscape (unbuilt)  
City of Santa Fe Transit Center Landscaping  
Federal Express Landscaping  
Christensen House  
St. John's College Garden  
Museum of New Mexico Camino Lejo Plaza  
Sauter, Sr. Garden Rehabilitation  
Siringo Park  
Los Alamos Landscaping  
Pacheco Landscape  
Vista del Sol Park  
Atalaya Park  
Coffin Landscape  
Fisher Landscape  
Guadalupe Parish Siteworks



# E EXPERIENCE AS AN A/E CONSULTANT

## REMODEL / RENOVATION / ADDITION PROJECTS

Spears Horn Architects has directed interior renovations, alterations and restorations on numerous existing buildings. Spears Horn Architects has worked closely with our team of MEP engineers to design changes to existing systems or system replacement when needed while limiting the disruption from construction activities and keeping the cost of these upgrades as low as possible. We provide detailed life-cycle costing along with installed cost data to our clients so they understand the impacts of the system alterations and chose from different options when possible. We have directed the alteration of HVAC systems in existing buildings to simply upgrade performance or to expand system capabilities to supply additional square footage. We have also directed the installation of various "green" alterations including: PV, Energy Star roofing and rainwater collection systems. We have the experience to successfully troubleshoot potential system flaws or conflicts, working with our engineers and giving them all the information they need to make the best design.

We have worked on numerous existing sites to redesign ADA access, site drainage, pedestrian and vehicle traffic systems, parking, and grading.

Spears Horn Architects has directed structural repairs, alterations and restorations on numerous existing buildings, from historic adobes to stone buildings to modern construction types such as cmu. We work closely with our structural engineers to design and refine the most cost-effective and least disruptive solution to the structural problem.

### PAST PROJECTS WITH SIGNIFICANT STRUCTURAL REVISIONS / ALTERATIONS:

Santo Domingo Trading Post  
Historic Cleveland Mill  
Los Luceros Foundation  
Lannan Foundation  
Seton Castle Restoration

St. John's United Methodist Church  
Rio Grande School  
Santa Fe Prep School  
Santa Fe Public Schools  
Lamy Building Renovations

### PAST PROJECTS WITH SUBSTANTIAL SYSTEM REDESIGN / ALTERATIONS:

Los Luceros Foundation - *(parking, site circulation, HVAC, lighting/electrical, rainwater harvesting, grading/drainage systems)*

Rio Grande School - *(HVAC, lighting/electrical, site circulation, rainwater collection, and grading/drainage systems)*

Lannan Foundation - *(parking, HVAC, lighting/electrical, rainwater harvesting, grading/drainage, roofing, and PV systems)*

Santa Fe Prep School - *(parking, site circulation, HVAC, lighting/electrical, rainwater harvesting, grading/drainage systems)*

Museum of New Mexico - *(grading and drainage)*  
St. John's United Methodist Church - *(HVAC, lighting/electrical, grading/drainage and pedestrian circulation systems)*

Santa Fe Public Schools - *(roofing, HVAC, and lighting/electrical systems)*

### HISTORIC CLEVELAND ROLLER MILL STABILIZATION AND RESTORATION

Cleveland, NM



Spears Horn Architects completed the stabilization of the Cleveland Roller Mill, once one of the largest mills in the Southwest. Located in Mora County north of Las Vegas, the mill was built in 1877 and is on the New Mexico State Register of Cultural Properties and the National Register of Historic Places. The project included the use of tension rods to stabilize the building, as well as work in and around the building such as partial replacement of beams and rafters, roof replacement, exact reproduction of missing windows, and site drainage work. Today the mill houses a historical museum of milling in northeastern New Mexico.

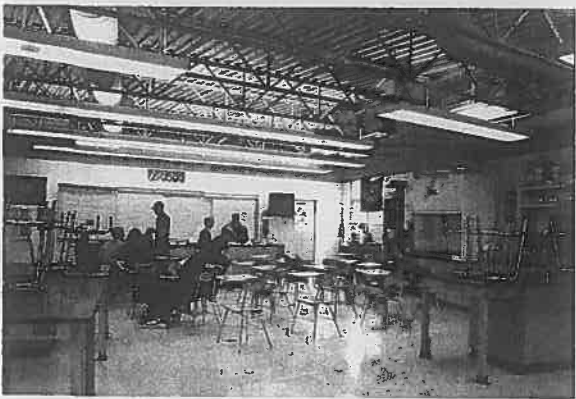
# E EXPERIENCE AS AN A/E CONSULTANT

## SANTO DOMINGO TRADING POST



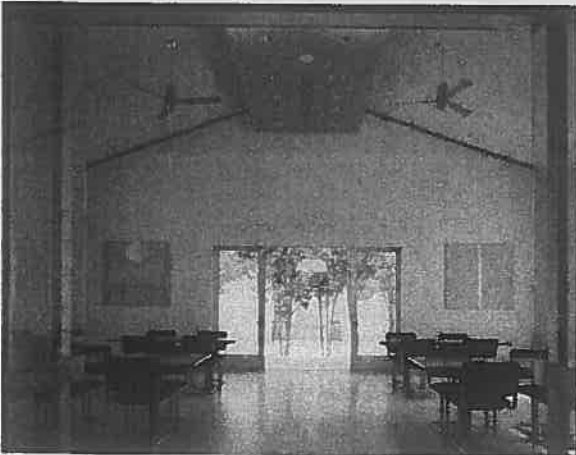
In 2011 Spears Horn Architects began the process of rebuilding the historic Trading Post in the village of Domingo. The 1920's, 4,427 square foot, adobe building suffered major damage from a fire in 2001. The new program developed includes similar retail space, plus a small cafe for locals, travellers, and tourists. The project is funded by the US Economic Development Administration in order to stimulate the development in Domingo Village. The design team has worked collaboratively with Santo Domingo's two governorships, tribal council and its members, their Arts and Crafts Committee, and their Planning Department, along with Cornerstones Community Partnerships and EDA project managers. Completing the project with a tight budget involved creative value engineering and substitutions that would comply with NM State Historic Preservation Office. Phase II included interior and exterior finishing, a cafe / warming kitchen and site work; completed in November, 2015.

## SANTA FE PREPARATORY SCHOOL SCIENCE ADDITION



The project at Santa Fe Prep School included the remodeling and renovation of 3580 SF of existing space, and 5000 SF of new construction. The work involved the design of a new science wing for the school including a biology lab, chemistry/physics lab, storage/prep areas, two classrooms, and office space. New construction used both masonry and steel structural systems and required complex coordination of structural, lighting, and HVAC systems at exposed ceiling. The remodeling work included faculty offices, faculty and student restrooms, storage, and mechanical and circulation space with lockers. Refurbishing work included roofing repair, new skylights, and exterior building finishes. Areas under construction were also brought up to code, especially with regard to ADA standards. The project also included reworking existing site utilities, paving, and parking.

## LANNAN FOUNDATION MEETING HOUSE RESTORATION AND ADAPTIVE REUSE



The Lannan Meeting House is a state-of-the-art multi-purpose meeting room constructed within the shell of a renovated 1880's Congregational Church. Minimal building insertions inside the building house rest rooms and kitchen which are separated by glass from the restored church walls. The main space is designed for flexibility of use including conferencing, dining, and art exhibiting. The design allows occupants to visualize / recognize the history of the components of the building: trusses, plaster, walls, windows, wood trim, while augmenting it with a minimal intervention.

The existing church building's windows, trusses, and entry were restored to original materials and appearance. The north end of the building has a large section of glass and metal to allow an open and connected relationship to the North Garden. Blending with the existing Lannan com-

ound was achieved through lateral walkways, colors, materials, and landscape. The property is within Santa Fe's historic Transition District. Compliance with district guidelines and approval by the Historic Design Review Board were successfully accomplished.

# E EXPERIENCE AS AN A/E CONSULTANT

## PAST EXPERIENCE ON OFFICE PROJECTS

### WOMEN INFANTS AND CHILDREN OFFICES (unbuilt / on hold)

Santa Ana Pueblo, Bernalillo, NM



The intent of the new Women Infants and Children (WIC) Office Building project is to provide an affordable new office building and site improvements that meets the programmatic and administrative needs of the Five Sandoval Indian Pueblos (5SIP) – Women Infants and Children program. The site is an acre of undeveloped land on the Santa Ana Pueblo, and the building will be approximately 5,000 SF of heated space with a Carport, minimal steel fences and CMU walls, Entry Canopy, and Inner Courtyard. The site includes an asphalt driveway, street cut, parking, and minimal indigenous plantings and irrigation. Conventional structural, HVAC lay-outs, and other systems will be implemented for the project. Light steel frame and supporting structural system will be the main frame for the building with spaces built-out within, additionally the Conference Room and Teaching Kitchen Wing will be constructed of 11" ICF's. Tube steel / I-Beam's and wood trusses will be implemented at the Entry. HVAC duct work or plenums will be considered for the project.

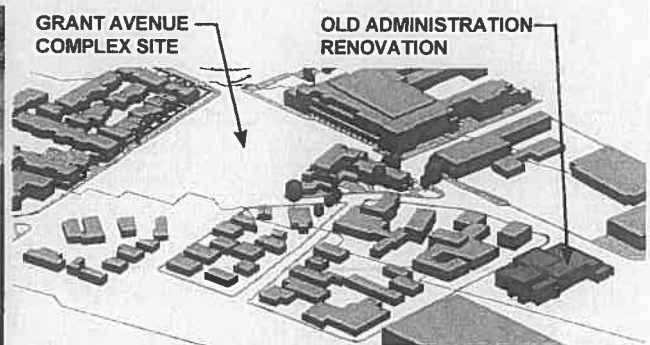


East Elevation, Schematic Design



North Elevation, Schematic Design

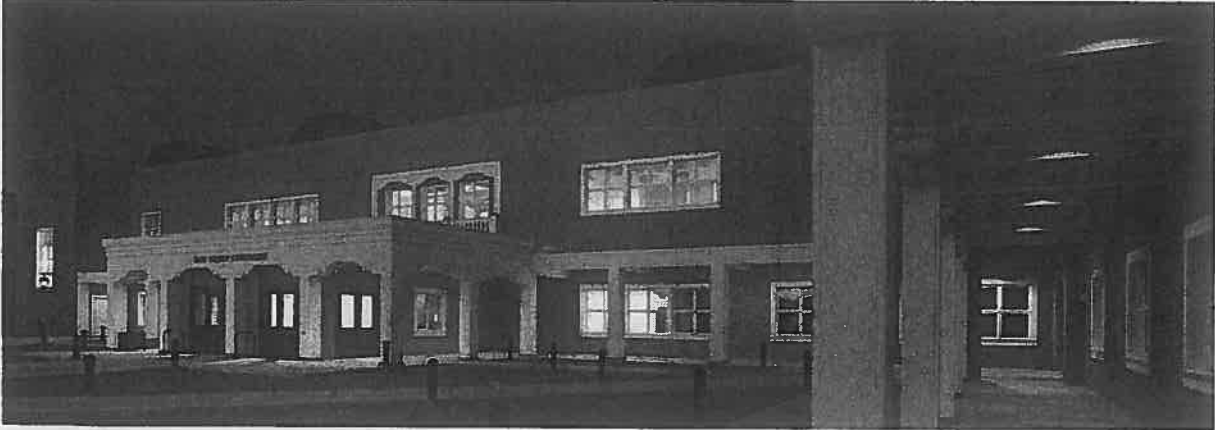
### SANTA FE COUNTY ADMINISTRATIVE OFFICES (current)



Santa Fe County hired Spears Horn Architects, lead architect, and the Hartman Majewski Design Group, production architects, to renovate the existing  $\pm 43,154$  SF historic Old Administrative Offices and construct a new  $\pm 70,000$  SF office building - the new Grant Avenue Complex. The team envisions the two projects, located less than a block away from each other in downtown Santa Fe, as a County Administrative Office Complex, well connected by pedestrian walks and landscaping that will benefit County employees, locals and tourists. These projects will consolidate numerous departments currently spread around Santa Fe. Spears Horn Architects completed a comprehensive Historical Report documenting the Old Administrative Office (designed by premier southwest architect John Gaw Meem and built in 1939) building and site history, and continues to conduct extensive public outreach to move forward to a successful project embraced by the client and local community.

# E EXPERIENCE AS AN A/E CONSULTANT

## TAOS COUNTY GOVERNMENT AND JUDICIAL CENTER with AECOM



The new \$48 million dollar Taos County Government and Judicial Center is located on a 10.6 acre property in a developing area in the town of Taos, New Mexico. Consisting of three linked two-story buildings organized around a public plaza, the complex includes approximately 138,000 SF housing the administrative, courts and detention components of the county government. The complex is designed to reflect the unique regional architectural traditions of the American Southwest through the careful use of materials, massing, portales, bancos, corbels, canales, courtyards, native landscaping and appropriate exterior detailing.

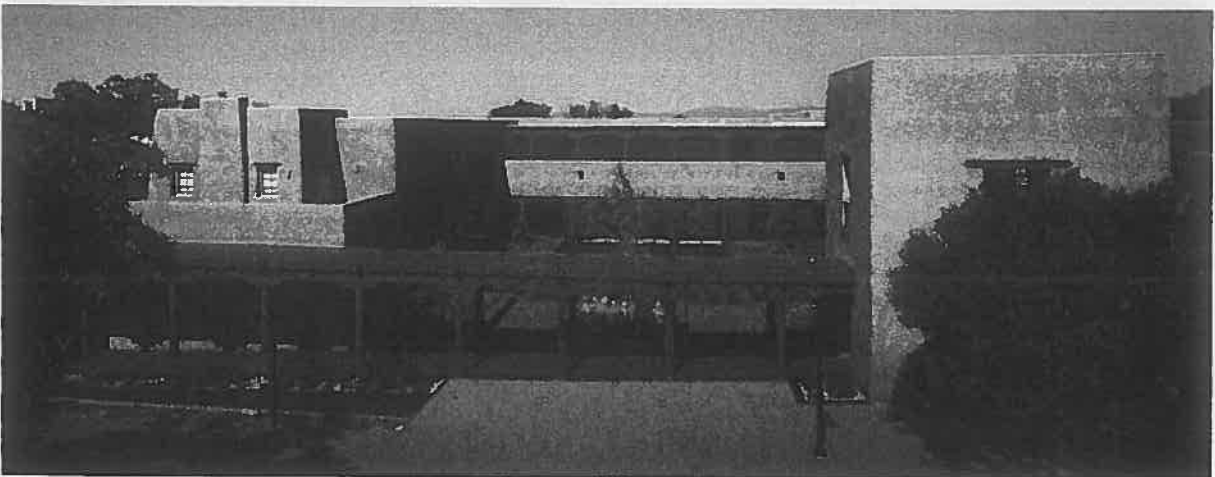
The 40,000 SF county administrative building includes the County Commission Chambers, as well as the Administrative Service Departments (County Manager, Finance, I.T., H.R., Legal, DWI, General Services and Planning) and the Constitutional Officers (Tax Assessor/ Property Appraiser, Treasurer and Clerk). See page 2 for relevance to JMEC scope.

## SANTA FE COMMUNITY CONVENTION CENTER

with Fentress Architects



2009 CITY OF SANTA FE HERITAGE PRESERVATION AWARD -  
FOR COMPATIBLE NEW CONSTRUCTION



The Santa Fe Community Convention Center is a 74,362 SF new building with 187,869 SF of new parking located one block north of the Plaza in the heart of Santa Fe's Historic District. This competition winning project is LEED Silver certified. Beginning in the early stages of schematic design, the competition and through the completion of construction documents, the complex functional requirements of the City of Santa Fe, the LEED green building requirements, and the necessities of working within the context of historic downtown Santa Fe were integrated. The new Civic Center will provide exciting new facilities for conventions, exhibits, and meetings for the City of Santa Fe and the local community.

**F**

## **DOCUMENTATION**

(SEE APPENDIX FOR RESUMES)

**G**

## **FINANCIAL**

(SEE APPENDIX FOR FINANCIAL LETTER)

**H**

## **ADDITIONAL INFORMATION**

### **UNDERSTANDING OF SCOPE OF WORK**

We understand the scope of potential projects under the City of Las Vegas on-call would include complete architectural, structural, MEP and civil design services which Spears Horn Architects, in collaboration with our team of engineers, is fully competent to address. We keep careful track of the project budget with cost estimating at all stages of the project.

Our approach to the work for the City of Las Vegas, of whatever type and size it is, roofing, remodeling, infrastructure upgrade, new building construction, etc. is to approach each task with the utmost professional manner to meet the needs of the City and the building users. Spears Horn Architects has extensive experience with additions, renovations, adaptive reuse projects, new construction, historic preservation, and space planning and is eager to assist the City of Las Vegas with reviewing, analyzing and evaluating design options for potential projects. Spears Horn Architects has the capability to design comprehensive site plans, master plans, landscape plans, drainage plans, as well as architectural plans, in house. We would consult with our engineering consultants for traffic engineering, geological testing, environmental testing, surveys, complex structural systems, MEP engineering, and other specialized fields as warranted by the project.

Spears Horn Architects has organized and led many projects that include the rigorous process of working with building committees, user groups, and the general public. We have had success with organizing and gathering approval from historic boards, neighborhood groups, boards of adjustment, planning commissions, city councils, and county commissions. In addition, we have experience in attending State of New Mexico legislative sessions in order to securely and successfully fund projects. We are also accustomed to reviewing and working with all neighborhood, city, county, state and federal applicable codes and design guidelines.

We will work with the City to get approval of ideas and budget before beginning design, share sketches, and conceptual ideas for feedback, and meet regularly as we develop drawings in order to include the building committee and users in the process of creating the new project. Working within the established construction budget is paramount.

We highly value the importance of the City's properties within the framework of local communities around New Mexico. The important issue of providing buildings that are energy-efficient, use sustainable materials and methods, have good daylighting, are healthy and ventilated environments, have flexible floor plans, and dynamic orientations to the site allows for wonderful environments. This calls for an architecture rich in simple, affordable, and durable materials and design solutions.

### **CAPACITY**

Our firm, although small, has the capacity to direct our full attention to projects for the City of Las Vegas. For projects that come up for the City of Las Vegas on-call, we will dedicate one principal as project manager responsible for the project. Our other staff members will be available to work on the project as-needed. Spears Horn Architects also has worked with several independent contractors and is accustomed to hiring contractors dedicated to the project if necessary. This non-traditional method allows our firm to have the capacity to take on and deliver high-quality design for projects of any scale.

# H

## ADDITIONAL INFORMATION

### COMPONENTS OF SCOPE

*Programming and Assessment* : At the beginning of the project, we will work with the City of Las Vegas to document and develop a program based on existing conditions and desires by the building tenants. We will review the existing building structure and/or site, electrical system, plumbing and mechanical systems, and identify any necessary improvements. We will consider all relevant factors including weather protection, energy efficiency, egress safety, ventilation, security, aesthetic appearance, longevity and ease of maintenance. We will work closely with all applicable codes.

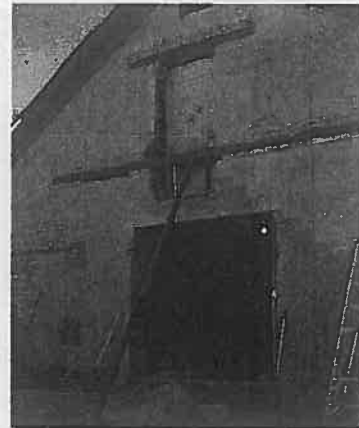
*Schematic Design thru Design Development* : Spears Horn Architects will work with the City of Las Vegas, with current applicable codes and with accessibility requirements, to determine the schematic design approach. Design approach and project parameters will be determined based on agreed criteria and cost. The design plans will conform to all applicable local, state, and federal building codes; American Disabilities Act (ADA) requirements; all applicable local, state, and federal fire codes, and current architectural design standards. We will further consider issues of sound isolation, light levels, energy efficiency, and long term maintenance.

*Construction Documents and Bidding* : If required for the project, Spears Horn Architects will prepare construction drawings and specifications to completely describe the scope of work. Spears Horn Architects will assist the City of Las Vegas in the preparation of Bid Documents including the Request for Bids.

#### *Construction Contract Administration* :

- As applicable to scope of work and associated fees.
- Review shop drawings and submittals.
- Attend construction meetings.
- Perform on-site construction observation and prepare written field reports at critical periods.
- Review and approve pay applications from contractor.
- Administer any change orders.
- Administer project closeout including punch list, certificate of occupancy, contractor submitted closeout documents, including as built drawings and approval of final payment.

Spears Horn Architects typically spends about one third of our total number of project hours during the construction phase to assure a smooth orderly process, an accurate translation of the drawings to built form, and the best possible end product.



Lannan Foundation Meeting House - during stabilization



Santa Fe Community Convention Center



Solace Crisis Treatment Center



Taos Judicial Complex

# H

# ADDITIONAL INFORMATION

## SCHEDULE & COST CONTROL

### TIME SCHEDULES

Our firm has consistently produced clear contract documents on schedule and has managed projects efficiently. Our work for any City of Las Vegas project will start with developing an initial Project Schedule, with all of the critical threshold dates, in order to get all team members in touch with the project expectations. Using the Project Schedule helps us keep a professional and efficient flow to the process. Our consistent adherence to project schedules and budgets has contributed to our ability to retain clients, such as Santa Fe Public Schools, Los Alamos Schools, Santa Fe Preparatory School and Rio Grande School, project after project.

	Santa Fe Prep School Library	Rio Grande School- Main Building Addition	Open Hands Facility	Solace Crisis Treatment Center	Lannan Foundation Meeting House
Contract Date	19 Nov., 2004	22 Nov., 2005	15 March, 1999	11 October, 2002	September, 2000
Est. 100% CD Delivery	June, 2005	28 April, 2006	1 October, 1999	May, 2003	December, 2000
100% CD Delivery	June, 2005	30 June, 2006	17 Jan., 2000*	19 May, 2003	12 February, 2001
Est. Const. Start Date	June, 2005	9 June, 2006	November, 1999	June, 2003	January, 2001
Construction Start Date	June, 2005	8 August, 2006	1 March, 2000	June, 2003	February, 2001
Estimated Completion	May, 2006	January, 2007	15 Dec., 2000	November, 2003	June, 2001
Substantial Completion	May, 2006	2 February, 2007	28 Dec., 2000	24 Feb., 2004	April, 2002

*The estimated dates are taken from very early-stage rough project schedules. The Solace Crisis Treatment Center was slightly delayed due to unforeseen soil conditions and an electric service upgrade. The project was still delivered according to the owner's schedule and the client was satisfied. The Lannan Foundation Meeting House project schedule was extended in concordance with the client's wishes due to high-end detailing, unforeseen conditions, and complex historic and contemporary elements. The Open Hands Facility CD delivery was delayed (\*) because the client significantly increased scope of project during design.*

### COST CONSIDERATIONS

The firm has an excellent record of successful cost control. Spears Horn Architects consistently provides its clients with accurate budget analysis from the initial planning stages of a project through project completion. This allows informed decisions to be made during the programming, design and bid structuring phases of the project. Thorough and concise contract documents have prevented cost increases during construction. Change orders during construction typically total less than two percent of the contract amount, even on remodeling projects. Careful contract administration as well as rigorous contract documents have resulted in this excellent record. We are also familiar with the bid process which we have carried out for the Santa Fe Public Schools, as well as the County of Los Alamos, the Los Alamos Public Schools, the City of Santa Fe, and the State of New Mexico.

	Santa Fe Prep School Library	Rio Grande School- Main Building Addition	Open Hands Facility	Solace Crisis Treatment Center	Lannan Foundation Meeting House
SQ. FT.	20,000 SF	4,508 SF	14,795 SF	11,613 SF	1,675 SF
Project Budget	\$4,047,000	\$1,400,000	\$1,800,000	\$1,680,000	\$887,537
Estimated Cost	\$4,047,000	\$1,327,001	\$1,800,000	\$1,680,000	\$887,526
As-Bid Cost	\$4,047,000	\$1,327,001	\$1,778,700	\$1,680,000	cost/plus
Final Cost	\$4,064,030	\$1,324,729	\$1,792,149	\$1,747,336	\$887,537
C.O. Increase %	0.42%	-0.17%	0.76%	4%*	N/A
# Change Orders	5	4	8	4	N/A
Amount of C.O.	\$17,030	-\$2,272	\$13,449	\$67,336	N/A

*\*Change orders due to unforeseen soil conditions and electric service upgrade. Kept to owner's schedule.*



# H

## ADDITIONAL INFORMATION

### PUBLIC OUTREACH



Many of our clients have been organizations with a board of directors, executive director, key donor groups, staff, and parent groups. We can help reach out to and communicate with these groups and enlist their energies and approval. We have also carried out numerous Santa Fe projects that involved outreach and consent from neighborhoods and City officials as well as the extended stakeholders for the project. A key approach is to communicate with interested and involved parties and to ask for input at the earliest stages. Providing information is valuable but asking for feedback is essential to understand the degree of consent, support and enthusiasm for the direction of the project.

The Internet has greatly facilitated the ability to provide information and solicit comment although face-to-face communication still has an important role. Through our graphics, presentation of ideas, and documentation of meetings, we can help organize and move forward the process of designing a facility that responds to the needs of the organization and is understood by and supported by the community.

The Internet has greatly facilitated the ability to provide information and solicit comment although face-to-face communication still has an important role.

Our approach is to set up a clear process and timetable, to have clear written communication with concerned parties, to document thoroughly all meetings and discussions, and to communicate with all in attendance. It is important to assure that all participants and stakeholders have an opportunity to be heard early enough in the process and to have their input carefully considered.

### TEAMWORK AND COOPERATION



Spears Horn Architects is an efficient firm with close communication and full cooperation among staff members and with engineering consultants. The size and spirit of the firm encourages a cohesive and collaborative process throughout the entire project. Even when we are working at full capacity, we are focused and able to complete work as a team.



Museum of New Mexico

*"I would like to ... thank you for all your efforts such as good design, conscientious oversight of the project during the construction phase, consistent help in providing advice before, during and after the project. ...Our interaction during this process epitomized the ideal client-architect relationship. We feel that you and your staff were always willing to 'go the extra mile' for us (and, indeed even farther) when situations came up which required your expertise."*

Marsha Jackson  
Former Deputy Director  
Museum of New Mexico

# APPENDIX

BEVERLEY SPEARS, FAIA  
Principal, Spears Horn Architects

## EDUCATION

**University of Pennsylvania Graduate School of Fine Arts**  
Master of Architecture 1970

**Tulane University**  
Junior Year Abroad - Paris  
BA cum laude 1967

## PROFESSIONAL REGISTRATIONS

Registered Architect Texas (1974-1984), New Mexico (1981-present), Colorado (2007-2011),  
NCARB Certificate (1980-1987)  
Registered Landscape Architect New Mexico (1986-present)

## PROFESSIONAL EXPERIENCE

Ms. Spears began her work in Santa Fe in 1975 as an urban designer on a grant project to study the historic development and visual characteristics of downtown Santa Fe for the City Planning Department. In 1981, Beverley Spears founded Spears Horn Architects. The firm specializes in urban design, historic preservation, landscape architecture and sustainable building. Spears Architects is a leader in the field of architectural and landscape design, winning more design awards from the American Institute of Architects than any other Santa Fe firm.

Beverley Spears has been active in design issues in Santa Fe, serving as chairman of the Parks and Land Commission in 1981, and as a member of the Townscape Task Force in 1982. She participated in the development of the citywide Architectural Design Standards adopted in 1988 and has served as chairman of the Business Capitol District Design Review Committee. She served on the Board of Directors of the Historic Santa Fe Foundation from 1989 through 1995 and is currently a member of their Honorary Board.

In 1983 Ms. Spears was awarded a project grant from the National Endowment for the Arts to study the pitched-roof adobe houses of rural northern New Mexico. Based on the work of the grant, Ms. Spears wrote *American Adobes* published by the University of New Mexico Press in 1986. Other published writing includes "Santa Fe's Westside / Guadalupe Historic District: Hispanic Vernacular Versus Spanish Pueblo Revival" in *New Mexico Architecture*.

Ms. Spears has lectured on various architectural topics including urban design, alternative building materials, vernacular architecture in northern New Mexico and historic preservation and landscape design in Santa Fe. These lectures were sponsored by various institutions including Recursos de Santa Fe, the Museum of New Mexico, the Santa Fe Historical Society, the American Institute of Architects and the University of New Mexico.

The AIA New Mexico Architects Medal was awarded to Beverley Spears in 2002. She was elevated to Fellowship in the national American Institute of Architects in 2002. Ms. Spears is a member of the American Institute of Architects, and she is licensed in the State of New Mexico as an architect and as a landscape architect. She has served as member and chair of the New Mexico Board of Examiners for Architects. She is officially qualified by the State Historic Preservation Division as a Historical Architect and an Architectural Historian. In October 2002, she was chosen as Santa Fe Business Woman of the Year by Capital City Business and Professional Women. She was honored by the Old Santa Fe Association in 2003 for her contributions to the character and traditions of Santa Fe.

## **JAMES HORN, AIA, NCARB**

### **Principal – SPEARS HORN ARCHITECTS**

Mr. Horn has been involved in the architectural and building profession, and academics since 1984. Mr. Horn has worked on projects ranging from residential, commercial, offices, educational, landscape design, urban design, research and development facilities, facility assessments, and space architecture in offices in Santa Fe, Albuquerque, Houston, and Philadelphia, with projects in New Mexico, Colorado, New Jersey, Delaware, New York, Kansas, and Mars. Mr. Horn brings a solid background in design with an approach emphasizing spatial, material, and contextual elements. The surrounding issues effecting high-desert communities and individuals such as reduced water usage, increased populations within our sensitive terrain, resources, and cities, and preserving our communities' critical historical and cultural elements are a part of the sensitive approach of Mr. Horn's design considerations. The influential connection of New Mexico's natural environment is paramount to Mr. Horn in providing a continuity of the interior and exterior of built environments, and designing buildings that are permeable and responsive to the given elements.

He has been with Spears Horn Architects since 2000. Currently, he is over-seeing the ± 70,000 SF new County Administrative Offices in Santa Fe and Cielo Residence in Tesuque, NM. Horn is currently the Immediate Past President of AIA ( American Institute of Architects ) Santa Fe. Mr. Horn has volunteered in the past for AIA Santa Fe, Friends of Architecture Santa Fe, Habitat for Humanity in Philadelphia and Houston, ABQ Greenbuilt Tour, Community Design Collaborative in Philadelphia, and has served as visiting critic at UNM SA+P, Rice School of Architecture, University of Utah, Texas Tech – El Paso, and UPENN Landscape Architecture. James has taught design studio as an adjunct faculty member at UNM SA+P since 2002, and is on the Dean's Council for Design and Planning Excellence. His work and writing have been published in **Western Interiors** and **Trend Magazine**.

### **PRIMARY / RECENT PROJECTS – SPEARS HORN ARCHITECTS**

**County Administrative Offices** – Santa Fe County – *Schematic Design*

**Cielo House** – Private Residence, Tesuque, NM – *Permitting*

**Laguna Compressed Adobe House** – Laguna Pueblo, NM – *Construction*

**Women Infants Children Offices** – 5 Sandoval Indian Pueblos / Santa Ana – *Un-Built*

**Log Lodge and Garage** – Tesuque, NM

**Santo Domingo Pueblo - Trading Post** – Phase 1 + 2

**Space Use Assessment** – NM Facilities Management Division

**Breakrooms at Runnels Building** – NM Facilities Management Division

**Space Use Study / DOH** – NM Facilities Management Division

**Milagro Masterplan** – NM Department of Cultural Affairs / Redford Enterprises

**Lannan Foundation** – Meeting House, Main Building Upgrades, Gate

**NM Behavioral Health Institute - Site Improvements** – NM Facilities Management Division

**Lamy Building – Facelift and Site Improvements** – NM Facilities Management Division

**Solace Crisis Treatment Center** – Main Building, Veterans Services Building Design / Masterplan

**Rio Grande School** – Main Building Phase 1 + 2, Masterplan, Computer Room, Early Childhood Design

**Butterfly House** – Private Residence, Santa Fe

**Tano House** – Private Residence, Santa Fe

**Upper and Lower Camp Lodges** – Southern Colorado

### **EDUCATION**

Master of Architecture, **Rice University School of Architecture**, 1999

- *THESIS – Electronic and Physical Membranes for Urban Dwellers – Modulating Sound and Motion, John T. Mitchell Travelling Fellowship, Texas Society of Architects Scholarship, Exhibits, Nice France Studio*

Bachelor of Arts in Architecture, **University of New Mexico School of Architecture + Planning**, 1994

- *Tower Competition Prize, Portfolio Magazine, Exhibits, Lectures, Film*

### **PROFESSIONAL REGISTRATION**

Architect - New Mexico

#4312

## PROFESSIONAL EXPERIENCE

Principal, **Spears Horn Architects Inc**, Santa Fe, NM, 2015 – present  
Senior Associate, **Spears Architects Inc**, Santa Fe, NM, 2000 – 2014  
Senior Designer, **Ballinger**, Philadelphia, PA, 1999 - 2000  
Architectural Intern, **Murphy Mears Architects**, Houston, TX, Summer 1998  
Human Factors Intern, **Lockheed Martin / Johnson Space Center**, Houston, TX, Summer 1997  
Architectural Intern, **Kramer E. Woodard Architect**, Albuquerque, NM, 1996  
Project Manager, **Garrett Smith Ltd**, Albuquerque, NM, 1994 – 1996  
Charette Team Member, **Antoine Predock Architect**, Albuquerque, NM, Dec.1993 – Feb.1994  
Architectural Intern, **JLS Architects**, Albuquerque, NM, 1991 – 1994 – temporary / part-time  
Architectural Intern, **Kramer E. Woodard Architect**, Albuquerque, NM, Aug.1990 – May 1991  
Architectural Intern, **JNMR Architects**, Santa Fe, NM, 1990  
Interior Design Intern, **Thadeus Design**, Santa Fe, NM, 1989 - 1990  
Assistant, **Stepbridge Recording Studio**, Santa Fe, NM, 1988 – 1989

## PROFESSIONAL MEMBERSHIPS

- American Institute of Architects
- National Council of Architectural Registration Boards

## RECENT HONORS, AWARDS, JURY / COMMITTEE POSITIONS

- Certificate of Appreciation - 2016 AIA WMR – “*Outstanding Contributions and Service*”
- Distinguished Alumni Award - 2016 UNM School of Architecture and Planning
- Jury Member - 2016 - 2018 AIA WMR Honor Awards
- Jury Member - 2013 Design LAB Next Nest – Design Santa Fe
- Certificate of Appreciation - 2012 AIA Santa Fe – “*Excellence in Leadership*”
- Certificate of Appreciation - 2009 AIA Santa Fe
- Jury Member - 2009 Arizona Masonry Architectural Awards
- Selection Committee Member / Fort Sumner - 2009 New Mexico Property Control
- Certificate of Appreciation - 2008 AIA Santa Fe

## HONORS and AWARDS ( for projects at Spears Horn Architects )

- Honorable Mention Award – **Santo Domingo Trading Post Phase 1** - 2013 AIA Santa Fe Chapter
- Merit Award - **Lannan Foundation Main Building Upgrades** - 2011 AIA New Mexico Chapter
- Citation Award - **Lannan Foundation Main Building Upgrades** - 2010 AIA Santa Fe Chapter
- Certificate of Appreciation - 2009 AIA Santa Fe Chapter
- Merit Award - **Solace Crisis Treatment Center** - 2009 AIA NM Chapter
- Merit Award - **Rio Grande School Phase 3+ 4 Main Building** - 2009 AIA NM Chapter
- Certificate of Appreciation - 2008 AIA Santa Fe Chapter
- Honorable Mention Award - **Rio Grande School Phase 4 Main Building** - 2008 AIA Santa Fe Chapter
- Honor Award - **Lamy Buildings + Grounds Improvements** - 2007 AIA NM Chapter
- Citation Award - **North Tano Road House** - 2006 AIA Santa Fe Chapter
- Citation Award - **Lamy Buildings + Grounds Improvements** - 2006 AIA Santa Fe Chapter

## RECENT PUBLICATIONS

- “Trading Post at Kewa Ready to Open”, **Home / Santa Fe Real Estate Guide**, 1/2017, by Paul Weideman.
- “Courtyard Entry will be Resurrected”, **Home / Santa Fe Real Estate Guide**, 12/2016, by Paul Weideman.
- “DIY Style”, **Santa Fe Reporter / Annual Manual**, 2016/17, by Deborah Busemeyer.
- “Big Sky Country”, **Crain’s Chicago Business**, Jul 2014, by Chandler Ram.
- “Spectacular Vernacular”, **Santa Fean**, Dec 2010 / Jan 2011, by Dianna Delling.
- Facility Design Showcase, **Behavioral Health Magazine**, Dec 2008. ( Solace Crisis Treatment Center )
- “Santa Fe Twist”, **Western Interiors**, Aug/Sep 2008, by Laura Mauk. ( Tano Road House )
- Outlook ( on Le Corbusier building and seminar ), **Trend Magazine**, V8#2 2007, by James Horn.
- “Santa Fe Intervention”, **Western Interiors**, Sep/Oct 2005, by Joshua Brockman. ( Lannan Foundation )

## LECTURES

- BIO-PLEX PROJECT July 2014 @ AIA SFe 5x5
- SWISS EXPO 02 July 2013 @ AIA SFe 5x5
- ROOFS + UNDERSIDES August 2012 @ Value of Design
- LOGS + ROCKS + WATER July 2012 @ AIA SFe 5x5

# SHANNON PASSMORE, AIA, NCARB

PROJECT ARCHITECT - SPEARS HORN ARCHITECTS

## BRIEF NARRATIVE BIO

Shannon is a licensed architect who received a Bachelor of Architecture from the University of Arkansas in 2001, where he also completed studies in Rome, Italy and Memphis, Tennessee. He has a strong appreciation for the importance of context and place in Architecture, with a keen interest in historic buildings. He has previous experience in wood and steel frame building construction, and is currently involved in furniture design and fabrication. Shannon has served as project manager on a number of residential and commercial projects, and is interested in all aspects of the design process, from building planning to the smallest of details. He is committed and diligent in his work and has been involved in a number of award winning projects while working at Spears Horn Architects. Shannon has been with SHA since 2002 and received his Architectural license in 2012.

## WORK EXPERIENCE

### **SPEARS HORN ARCHITECTS** Santa Fe, NM (June 2002 - Present)

Project Architect

#### *Selected Projects*

- |   |                |
|---|----------------|
| . Doel Reed Center for the Arts             | Talpa, NM      |
| . Villagra Window + Exterior Wood Refurbish | Santa Fe, NM   |
| . NMBHI La Planta Building Roof Repair      | Las Vegas, NM  |
| . Camino de las Animas Addition + Remodel   | Santa Fe, NM   |
| . St. Vrain Mill Historic Structures Report | Mora, NM       |
| . Romero House                              | El Valle, NM   |
| . Laboratory of Anthropology Re-roof        | Santa Fe, NM   |
| . Santa Fe Botanical Garden at Museum Hill  | Santa Fe, NM   |
| . Harwood House                             | La Cienega, NM |
| . Acequia Madre House                       | Santa Fe, NM   |
| . Camino Rancheros House                    | Santa Fe, NM   |
| . Tesuque Log Cabin Renovation              | Tesuque NM     |

### **ZIMMER ASSOCIATES INTERNATIONAL** Santa Fe, NM (November 2001 - March 2002)

Intern Architect

- |                          |               |
|--------------------------|---------------|
| . Calistoga Ranch        | Calistoga, CA |
| . The Peaks at Telluride | Telluride, CO |
| . Rosenblatt Residence   | Telluride, CO |

## EDUCATION

### **University of Arkansas School of Architecture**

Bachelor of Architecture (B.Arch.), 2001

## PROFESSIONAL REGISTRATION

### **Architecture - New Mexico (2012 - Present)**

License #5128

## PROFESSIONAL ACTIVITIES

- . Member, American Institute of Architects, AIA Santa Fe / AIA NM
- . Member, National Council of Architectural Registration Boards, NCARB
- . Supervisor / Mentor to Intern Architects through NCARB Intern Development Program (IDP)
- . Volunteer, Santa Fe Habitat for Humanity
- . Volunteer, Cornerstones Community Partnerships



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, 828-1 SFCC, 1987

Official Document  
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Location: **1334 PACHECO ST**

Class: **BUSINESS REGISTRATION - STANDARD**

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Issue Date January 17, 2017

Expiration Date December 31, 2017

**SPEARS HORN ARCHITECTS INC  
1334 PACHECO ST**

**SANTA FE NM 87505**

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**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT BUSINESS CERTIFICATE**

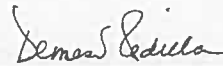
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DBA: **SPEARS HORN ARCHITECTS**  
1334 PACHECO ST  
SANTA FE, NM 87505-3908

Expires: **23-Jan-2018**

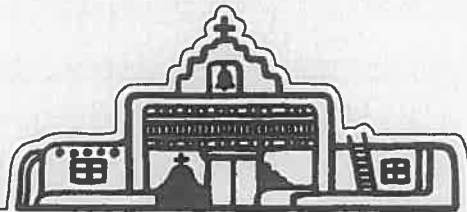
Certificate Number:

**L0603983824**



Demesa Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



## Santo Domingo Tribe

OFFICE OF THE GOVERNOR P.O. BOX 99, SANTO DOMINGO PUEBLO, NEW MEXICO 87082 Telephone (505) 465-2214/2215 FAX (505) 465-2689

October 15, 2015

James Horn  
Spears Architects  
1334 Pacheco Street  
Santa Fe, New Mexico 87505

Dear James,

It has been a pleasure working with you for the last several years on the Santo Domingo Historic Trading Post. The Trading Post had been a burned, unusable shell of a building and you helped to design a building that functional, historical, and beautiful. This is a facility that will be used and enjoyed for generations.

The Trading Post was originally one project that had to be split into two phases with a break of over a year and a change in Tribal staff. Your experience with this project from the very beginning helped to get the second phase moving forward with very little confusion. The construction drawings had great attention to detail and made the construction process smooth. We also appreciate your construction oversight and speed in responding to questions posed by the contractors.

We've enjoyed working with you and hope to collaborate on a project again in the near future.

Sincerely,

Governor Daniel Coriz

or

Lt. Governor Kenneth Aguilar





# SANTA FE PREPARATORY SCHOOL

Established 1961 • James W. Leonard, *Head of School*

27 January 2009

To Whom it May Concern:

Santa Fe Prep School worked with Spears Architects on the design of its new library starting in the spring of 2004. We had been operating in a small and woefully lacking space for over 15 years and were poised to create a new building on campus that expressed our commitment to scholarship and what a library stands for, along with a functioning library space.

Spears Architects did a superb job in taking our library building program and incorporating it into a design that accentuates the natural light, has tremendous aesthetic beauty, and provides space for multiple library functions - not to mention accomplishing a Gold LEED certification for the building.

We found Spears Architects sensitive to our needs and at the same time creative and supportive with their ideas and expertise. One of the many strengths that Beverly Spears and Mark Naktin brought to the table, was their ability to work with a "team" of representatives from the school. We had students, teachers, parents, board members, and administrators serving on our library building committee, lending many voices to the process. The firm showed patience and understanding as we worked through all the constituents' viewpoints. It is indeed a plus when your architects are able to hear and interpret a myriad of voices, while at the same time, keeping the discussion moving forward.

As the librarian, I never felt the library's function or our hopes for the space were compromised as the drawings were developed. From my research of other librarians and their building projects, I know that communication between the architectural firm and the librarians is paramount and often the major complaint from librarians is that the needs of the library were not always represented in the final building plans. I am please to say that we got so much 'right' with this space.

I have often cited Jorge Luis Borges' sentiment that, he had "always imagined that paradise would be some kind of a library." Three years after opening our new library, I am still convinced I work in a library accurately described as a paradise. If you'd care to visit Prep's library, please contact me; I am happy to show you around.

Jan Adesso  
Head of Library Services  
Santa Fe Preparatory School

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1101 Camino de la Cruz Blanca • Santa Fe, NM 87505-0396  
Tel 505.982.1829 • Fax 505.982.2897 • [www.sfprep.org](http://www.sfprep.org)



Challenging, Inspiring, and Nurturing  
Children Since 1978

November 28, 2007

James Horn and Beverley Spears  
Spears Architects  
1334 Pacheco Street  
Santa Fe, NM 87505

Dear James and Beverley,

As the holidays approach, I am drawn to thoughts of the gifts that we at Rio Grande School have been fortunate to receive over the past several years. At the risk of sounding overly dramatic, I must say that one of the greatest gifts has been the product of the work that Spears Architects has done for us. Since 1999, Spears and Rio Grande School have enjoyed a harmonious working relationship, one that I believe has enriched both of our institutions as well as the Community of Santa Fe.

The formerly-dubbed "Multimedia Building" which you designed for us in 1999 has become an important symbol of the growth and success of RGS. Its sensible, minimalist design meshes well with the fabric of old Santa Fe yet aptly symbolizes the progressive nature of our school and of the town. Above all, the design was purely functional, and worked beautifully in concert with the mission of the school. We are proud that the design received so many accolades. In 2005, you helped us realize our dream of "finishing" the building by adding administrative offices and two classrooms. The design for the addition was intuitive and its incorporation with the existing building seamless; people who are new to the school have a hard time believing that our newly-named "main building" was not designed and built all at the same time.

Working with your staff at Spears has been a complete pleasure. We have always found your office to be responsive and sensitive to the needs of a non-profit school with a limited budget and aggressive time line. We are especially fortunate to have worked closely with James Horn, whose patience, vision, sense of humor, and quiet determination were tremendous assets for both of our projects. James deftly led us through the political thorniness of City Hall; again, his patience and amiable nature enabled him to capitalize on good relationships with the local officials, resulting in our projects being completed expediently—something that can be rare in this town.

Again, James and Beverley, I wish to reiterate our gratitude for the great work Spears Architects has done for Rio Grande School over the years. We look forward to a continued relationship as we enter the next phase of master planning. Enjoy your holidays!

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Underwood", written over a light-colored background.

Jay Underwood  
Head of School  
Rio Grande School  
Santa Fe, New Mexico



## ACADEMY FOR THE LOVE OF LEARNING

1012 MARQUEZ PLACE, STE. 308A · SANTA FE, NM 87505 · T: 505.995.1860 · F: 505.995.1865 · WWW.ALOVEOFLEARNING.ORG

March 20, 2007

To whom it may concern,

I am happy to provide a glowing letter of recommendation for Spears Architects. The Academy for the Love of Learning, a nonprofit organization in Santa Fe, New Mexico has worked with Spears Architects on a complex project the last two years. I have always found them professional, courteous and prompt in seeing their projects through to completion.

I have viewed their portfolio of residential and commercial projects to date. Spears' ability to assess client's needs is exceptional. Their execution of successful projects is proof. I would not hesitate to pass their name on to friends and associates.

Sincerely,

Aaron Stern  
President



October 9, 2015

To Whom It May Concern:

It was a pleasure working with Spears Horn Architects on the renovation of the Doel Reed Center for the Arts in Talpa, New Mexico. The property is owned by the Oklahoma State University Foundation and operated by OSU. The multidisciplinary educational Center offers credit and leisure learning classes in a variety of subjects and also hosts a visiting artist and a visiting literary scholar or writer. In planning and offering its programs, it often collaborates with local universities and cultural institutions, such as the University of New Mexico and the Taos Art Museum. The property consists of three historic adobe structures that belonged to renowned artist and printmaker Doel Reed, his wife, Jane, and their daughter, Martha, a famous clothing designer..

I worked with Shannon Passmore, project architect, and Beverley Spears, principal in charge, on the rehabilitation and adaptive reuse of these three buildings and the site as a whole over a period of more than three years, commissioning construction phases as funding became available. Last month, the Center hosted a dedication ceremony marking the completion of the entire project. The site now contains two fully restored residences for faculty and visiting artists and scholars, a functioning, modern artist's studio, a studio space restored to look as it did in Doel Reed's lifetime, a gathering place with a fire pit, several gardens, walking paths and a parking area.

Mr. Passmore and Ms. Spears proved themselves consistently creative and dependable throughout the project, paying close attention to functionality, aesthetics, and respect for the historic rural context of the site, as well as honoring the legacy of the Reed family. They worked effectively with donors, foundation staff, the University Architect, contractors, and local permitting and inspecting officials. Their knowledge of adobe construction, native flora, and northern New Mexico building practices turned out to be invaluable.

The project was a complex one since, when the Foundation assumed ownership of the three buildings, all were in very poor condition and all the infrastructure of the property had to be replaced. Moreover, our schedule and budget were in constant flux because the progress of the renovation was dependent on the sporadic inflow of donor gifts. Despite these factors, Mr. Passmore and Ms. Spears remained patient, attentive, and dependable, providing timely and inventive solutions and options. I certainly would recommend Spears Horn to other non-profit institutions.

Sincerely,

Edward P. Walkiewicz  
Former Director, Doel Reed Center for the Arts  
Ann & Burns Hargis Professor Emeritus  
Emeritus Professor of English  
Oklahoma State University

Doel Reed Center for the Arts / Oklahoma State University / College of Arts and Sciences  
201 Life Sciences East / Stillwater, OK 74078

P 405-744-5663 F 405-744-1797 W <http://drca.okstate.edu>



Fall 2004

Barbara Goldman, Executive Director  
Santa Fe Rape Crisis Center  
Santa Fe, New Mexico

Barbara,

I am still affected by my visit to the SFRCC yesterday. It is such a beautiful place, very strong and unified in its spirit. The architecture and design speak of a profound commitment by a lot of people who care, honoring the survivors and their healing process, as well as all who work there. The environment is not just beautiful and protective, but each aspect of the center has been created for the best possible environment for the clients. I can't even imagine the amount of work, money and dedication you mustered to make this place a reality and state of the art in its field.

Above all, as a survivor, I had an emotional reaction: what you have done here is making a difference to me, even now, on a personal level. I feel validated in my suffering in a way that should have been there all along, but wasn't. Being in this building affected me and changed something, It gives me a sense of being honored and respected now. It takes away remnants of shame that lie hidden beneath my competent, cheerful exterior. I did not expect this, but I am profoundly moved.

Anonysssssssmous

August 12, 2004

James Horn and Beverley Spears  
Spears Architects  
1334 Pacheco  
Santa Fe, NM 87505

Santa Fe Rape Crisis Center, Inc.  
P.O. Box 29541  
Santa Fe, NM 87592  
Tel 505/988-1951  
Fax 505/988-1906



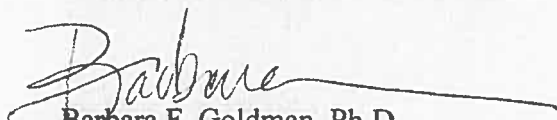
Dear Beverley and James,

It is difficult to express how extraordinary the entire experience of working with you to bring the Santa Fe Rape Crisis Center's thirty-one year old dream facility to life has been for us. The entire process, from the multitudes of planning meetings to the final walk through, was virtually seamless, thanks to your exemplary professionalism and deep understanding of our many needs, particularly the needs of the many survivors of sexual violence whom we serve. Your integrity will always resonate with us.

Thank you, Beverley, for assigning James to our project. With his gentleness and kindness, coupled with his obvious and amazing talent, he has made each design and construction decision clear. We trusted his vision with every step of the way. We never had to go through the typical, agonizing and never-ending problem solving process because of the clear vision and attention to details that he provided. We were a team!

Further, neither of you ever lost sight of the fact that we are a not-for-profit and that our funds were limited. The heart and soul you poured into ensuring that we stayed within our budget was appreciated beyond measure. Your generosity of spirit, talent and pocketbook all combined to make our dream a reality. The unique materials you proposed never looked as if we were pinching pennies and every client, staff member, volunteer and visitor unanimously agrees that our facility is the most effective, creative and beautiful human service office they've ever seen in Santa Fe. We are incredibly proud to occupy a building that speaks to the dignity and worthiness of our clients; you made it so.

With profound gratitude for the honor of working with Spears Architect,

  
Barbara F. Goldman, Ph.D.  
Executive Director

SUSANA MARTINEZ, GOVERNOR



RETTA WARD, CABINET SECRETARY

---

August 27, 2014

With your help, the Harold Runnels Building Improvement and Renovation Project was a great success!

The newly renovated break rooms provide our employees with a pleasant and inviting environment in which to enjoy their break times and lunch hour.

On behalf of the General Services Department, Environment Department and the Department of Health, I would like to thank you for all of your hard work on this project.

Sincerely,

A handwritten signature in black ink that reads "Retta Ward". The signature is written in a cursive style.

Retta Ward  
Cabinet Secretary

**OFFICE OF THE SECRETARY**

1190 St. Francis Dr., Suite N4100 • P.O. Box 26110 • Santa Fe, New Mexico • 87502  
(505) 827-2613 • FAX: (505) 827-2530 • <http://www.nmhealth.org>

Lannan Foundation  
313 Read Street  
Santa Fe, NM 87501-2628

## Lannan

9 May 2002

Beverley B. Spears, FAIA  
James Horn  
Spears Architects  
1334 Pacheco Street  
Santa Fe, New Mexico 87505

Dear Beverley and James:

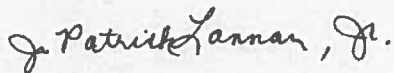
It has been a pleasure working with you on the restoration of the church building at 319 Read Street. The design you created for the building exceeded our expectations and met our needs beautifully.

Who would have imagined that the church built in 1881 could be transformed so dramatically? Your vision in restoring the exterior to the original design and designing a minimalist meeting space in the interior of the building was perfect.

Thank you for your constant oversight to insure that every detail of the building was constructed as you envisioned. We appreciated your integrity and diligence. Although we could not complete your landscape design because of the Stage Three water restrictions, we are looking forward to the day when your complete design will be realized.

Thank you for our meeting space that we will enjoy for many, many years.

Sincerely,



J. Patrick Lannan, Jr.  
President

Administration  
505 954-5147  
Fax 505 954-5143

Art Program  
505 954-5148  
Fax 505 986.8195

Literary Program  
505 954-5149  
Fax 505 986.8195

Indigenous Communities Program  
505 954-5051  
Fax 505 986.3971



## SELECTED DESIGN AWARDS

### AIA New Mexico Chapter

**2011 New Mexico Architectural Firm of the Year**

**2011 Design Award**

Merit Award for the Lannan Foundation Main Building Upgrades

**2009 Design Award**

Merit Award for the Solace Crisis Treatment Center

**2009 Design Award**

Merit Award for the Rio Grande School Classrooms and Administration

**2007 Design Award**

Honor Award for the Lamy Building and Grounds Improvements

**2007 Design Award**

Special Recognition for the La Tierra House

**2002 Design Award**

Merit Award for Interior Architecture for the Lannan Foundation Meeting House

**2002 Design Award**

Merit Award for Historic Preservation of the Historic Los Luceros Restoration

**2000 New Mexico Architects Medal**

For the advancement of the practice of architecture, outstanding professional achievement and sense of social responsibility

**2000 Design Award**

Honor Award for the Morin House

### City of Santa Fe

**2010 Heritage Preservation Award for Compatible New Construction**

For the design of the Camino Rancheros House

**2009 Heritage Preservation Award for Compatible New Construction**

For the design of the Santa Fe Community Convention Center

**2006 Heritage Preservation Award for Compatible New Construction**

For the design of the Camino Ranchitos Residence

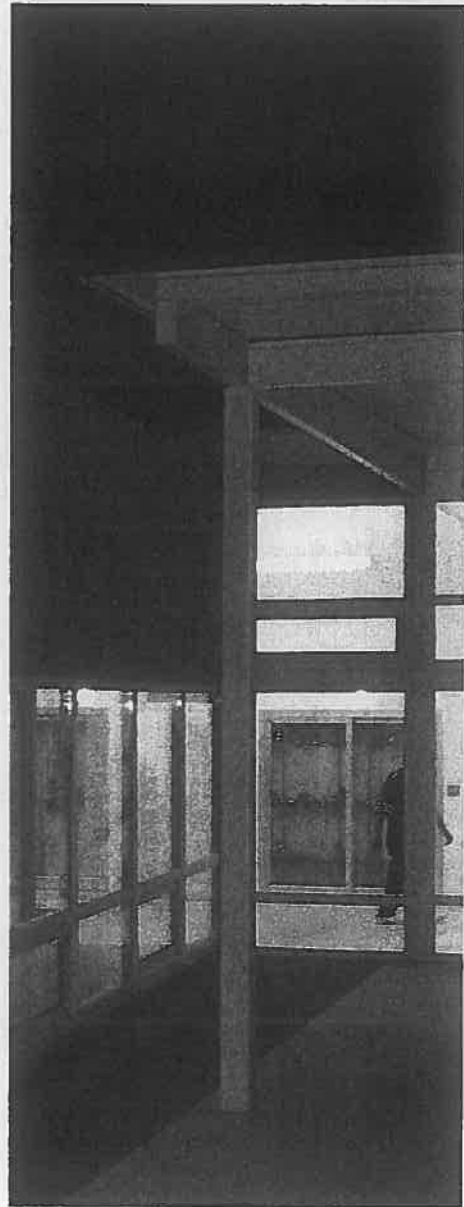
**2005 Heritage Preservation Award**

For the design of the Plaza Stage with its historic setting

### New Mexico Historic Preservation Division

**2012 Heritage Preservation Award**

For preserving the Oscar Huber Memorial Ballpark Grandstand





**AIA Santa Fe Chapter**

**2013 Design Award**

Honorable Mention Award for the Santo Domingo Trading Post Phase I

**2013 Design Award**

Merit Award for the Seton Ruins Stabilization

**2012 Design Award**

Citation Award for the Santa Fe Community Convention Center

**2010 Design Award**

Citation Award for the Lannan Foundation Main Building Upgrades

**2009 Design Award**

Citation Award for the Santa Fe Prep School Library

**2009 Design Award**

Citation Award for the St. Michael's Boulevard Design Study

**2008 Design Award**

Honorable Mention Award for the Rio Grande School Classrooms and Administration Building

**2006 Design Award**

Citation Award for the Lamy Building & Grounds Improvements

**2006 Design Award**

Citation Award for the Tano Road House

**2005 Design Award**

Citation Award for the Solace Crisis Treatment Center

**2005 Design Award**

Citation Award for the Rio Grande School, Multi-Media Center and Classrooms

**2004 Design Award**

Honor Award for the Historic Los Luceros Restoration

**AIA Western Mountain Region**

**1996 Design Award**

Merit Award for the Fondell-Picascia House

**AIA / Sunset Magazine**

**1999-2000 Western Homes Award**

Merit Award for the Pedregal House

**NAIOP New Mexico Chapter**

**2011 Award of Excellence for Civic / Public Work**

For the design of the Taos County Judicial Center

**First**   
**National SANTA FE**

**First National Bank of Santa Fe**  
540 W. Cordova Road  
Santa Fe, NM 87505  
O 505.992.2000  
[www.firstnationalsantafe.com](http://www.firstnationalsantafe.com)

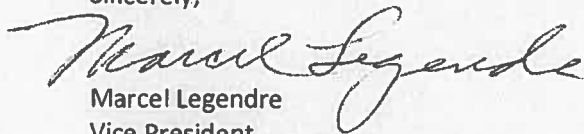
January 5, 2017

Re: Spears Horn Architects Inc.

To Whom It May Concern:

Please know that Spears Horn Architects Inc. have maintained a business checking account with the First National Bank of Santa Fe since January of 2011. The account has always been maintained in good order, with average balances well above \$30,000.

Sincerely,



Marcel Legendre  
Vice President  
Cordova Banking Office Manager  
First National Bank of Santa Fe  
505-992-2224  
NMLS #663026



SPEAARC-01

MMARTINEZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/8/2017

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).

<b>PRODUCER</b> HUB International Insurance Services Inc. 7770 Jefferson St. NE Suite 101 Albuquerque, NM 87109	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (505) 828-4000      FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: ADDRESS: <hr/> <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : <b>ITT Hartford</b> INSURER B : <b>Employers Preferred Ins. Co.</b> INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b>  Spears Horn Architects Inc. 1334 Pacheco Street Santa Fe, NM 87505	

**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 Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		34SBAPK1193	07/29/2016	07/29/2017	EACH OCCURRENCE \$ <b>2,000,000</b>
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<b>X</b>				DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> <b>H&amp;NO \$2mil/EPLI \$10,</b>					MED EXP (Any one person) \$ <b>10,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ <b>2,000,000</b>
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$ <b>4,000,000</b>
	OTHER:					PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea. accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/>	NON-OWNED AUTOS ONLY <input type="checkbox"/>				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
<b>B</b>	<b>UMBRELLA LIAB</b>	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	<b>DED</b>	<b>RETENTION \$</b>				\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N <input type="checkbox"/>	EIG2252666-01	07/29/2016	07/29/2017	PER STATUTE      OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A <input type="checkbox"/>				E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as "Additional Insured"

**CERTIFICATE HOLDER****CANCELLATION**

City of Las Vegas  
 1700 North Grand Ave  
 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



# CERTIFICATE OF LIABILITY INSURANCE

SPEAR-1 OP ID: MD

DATE (MM/DD/YYYY)  
02/08/2017

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).

<b>PRODUCER</b> Professional Liability Insurers, Inc. 6101 Moon St. NE, Suite 1000 Albuquerque, NM 87111 Bob Dean	<b>CONTACT NAME:</b> Bob Dean <b>PHONE (A/C, No, Ext):</b> 822-8114 <b>FAX (A/C, No):</b> 822-0341 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Casualty &amp; Surety Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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:	Travelers Casualty & Surety Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Travelers Casualty & Surety Co																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Spears Horn Architects Inc Beverly Spears 1334 Pacheco Street Santa Fe, NM 87505-3908																					


**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liab</b>			105268077	04/25/2016	04/25/2017	<b>Ea Claim</b> 1,000,000 <b>Aggregate</b> 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Las Vegas 1700 North Grand Avenue Las Vegas, NM 87001	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 
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## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.

  
\_\_\_\_\_  
Signature

February 28, 2017  
\_\_\_\_\_  
Date

James Horn, Principal  
\_\_\_\_\_  
Title (Position)

# SPEARS HORN ARCHITECTS

February 21, 2017

## City of Las Vegas – ON CALL

### REIMBURSABLE ALLOWANCE

#### 1 – Lodging Expense

We are located in Santa Fe, NM and have never needed to utilize Lodging for our work in Las Vegas, NM. If there is an extreme situation where we need to observe / oversee work during the night we would use standard Lodging in Las Vegas, or travel back to Santa Fe.

#### 2 – Travel / Meals Per Diem

##### EXAMPLE TRAVEL RATES TO LAS VEGAS, NM

---

1. Architect	Santa Fe to Las Vegas	<b>\$180</b>
2. Engineer	Santa Fe to Las Vegas	<b>\$270</b>
3. Engineer	ABQ to Las Vegas	<b>\$460</b>

This includes travel time, mileage, and 1 meal.





SPEARS HORN ARCHITECTS

ARCHITECTURE AND PLANNING

1334 PACHECO STREET SANTA FE, NEW MEXICO 87505

T: 505.983.6966 F: 505.983.2691

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Moroni Ordover

DATE: 3/1/17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: SPEARS HORN ARCHITECTS

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>25</u>
2. Capacity and Capability	<u>15</u>	<u>15</u>
3. Past Record of Performance	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>25</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>88</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: MARIA G. WARE

DATE: 3/1/17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: Spears Horn

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>25</u>
2. Capacity and Capability	<u>15</u>	<u>13</u>
3. Past Record of Performance	<u>15</u>	<u>13</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>18</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>77</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Benito Lujan

DATE: 3-1-17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: Spears Horn Architects

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience		
	<u>30</u>	<u>23</u>
2. Capacity and Capability		
	<u>15</u>	<u>12</u>
3. Past Record of Performance		
	<u>15</u>	<u>12</u>
4. Familiarity with the City of Las Vegas and land use regulations		
	<u>30</u>	<u>22</u>
5. Proximity to Las Vegas New Mexico		
	<u>10</u>	<u>9</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>78</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Shauni J. Muniz

DATE: 03.01.17

**RATING SHEET FOR:**  
**Engineering and Architectural Consulting Services**

Offeror: Spears Horn Architects

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>25</u>
2. Capacity and Capability	<u>15</u>	<u>13</u>
3. Past Record of Performance	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>15</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>9</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>77</u></b>

# CITY OF LAS VEGAS

Professional Engineering & Architectural Services



## EXPERIENCE

Experience with Serving Clients  
in Northern New Mexico



## FUNDING ASSISTANCE

Funding Specialists to help  
Identify and Secure Funds



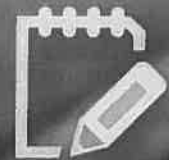
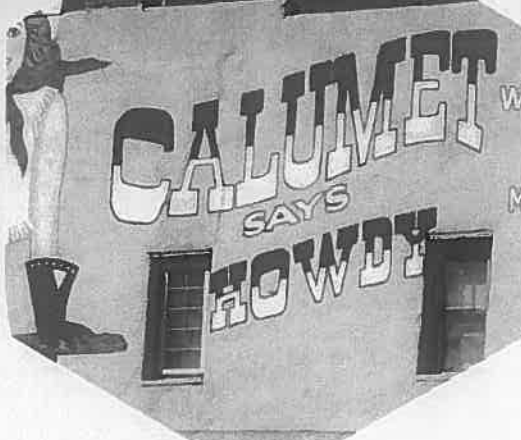
## **WILSON & COMPANY** DEDICATION

We are Committed to Providing  
the City of Las Vegas with  
Our Best Resources



## RESOURCES

Complete In-House Engineering  
and Architectural Services



## ACCOUNTABILITY

On-Call Task Development Process  
to Ensure the City's Needs and Wants  
are Addressed

Opening No. 2017-19 | February 28, 2017

discipline | intensity | collaboration | shared ownership | solutions

# WILSON & COMPANY

4900 Lang Ave. NE  
Albuquerque, NM 87109  
505-348-4000 phone  
505-348-4055 fax

Arizona  
California  
Colorado  
Kansas  
Louisiana  
Missouri  
Nebraska  
New Mexico  
Texas  
Utah

February 28, 2017

City Clerk  
1700 N. Grand Ave.  
Las Vegas, NM 87701

**Re: Experienced, In-House Engineering and Architectural Team ready to serve the City of Las Vegas  
Opening No. 2017-19**

Dear Selection Committee Members:

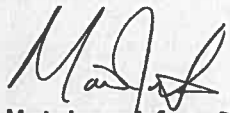
The City of Las Vegas (City) needs a team with the expertise and capacity to provide Professional Engineering and Architectural Services. Wilson & Company, Inc., Engineers & Architects (Wilson & Company) is multidisciplinary professional consulting firm prepared to commit the expertise of our experienced staff to assist the City with the variety of tasks that may be issued through this on-call engineering services contract.

Our firm has been assisting New Mexico municipal governments with improvements to their public works and utility systems since our Albuquerque office was established in 1943. We have the experienced staff to provide the City with a multitude of valuable resources to assist with the planning and design of City infrastructure, implementation of utility projects, funding assistance, and overall assistance in municipal matters. Some of the many benefits you will see from working with our team include:

- **Strong Local presence.** Our Client Manager John Montoya, Associate AIA is a native of the area and he attended West Las Vegas High School and Luna Community College. John visits Las Vegas on a bi-weekly basis working an ongoing, "on-call" contract for Luna Community College. He is also the firm's Client Manager for West Las Vegas Schools and is currently working on the Middle School Renovations & Gym Additions project. One of John's goals is to secure numerous clients in the Northern New Mexico area in order to sustain opening a field office in the City. This will help keep some of the City's NMGRT in the local economy.
- **Extensive On-call Project Experience.** Our team has assisted numerous New Mexico communities with on-call engineering and architecture services. Our experience will allow your task orders to move quickly and efficiently towards completion.
- **Resources.** With over 400 A/E staff members, we have the resources to meet challenging schedules.
- **Funding Assistance.** Our team includes funding specialists who have experience successfully assisting municipalities in securing grant money.

We trust that the information provided in this proposal will help you realize that we are the most qualified team for the contract. If additional information is required while making your selection, please do not hesitate to contact me by phone at (505) 715-2541 or email at [mario.juarez-infante@wilsonco.com](mailto:mario.juarez-infante@wilsonco.com). We hereby acknowledge receipt of Addendum No. 1.

Sincerely,



Mario Juarez-Infante, PE  
Vice President & Principal-in-Charge



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## A. Offeror's Identification

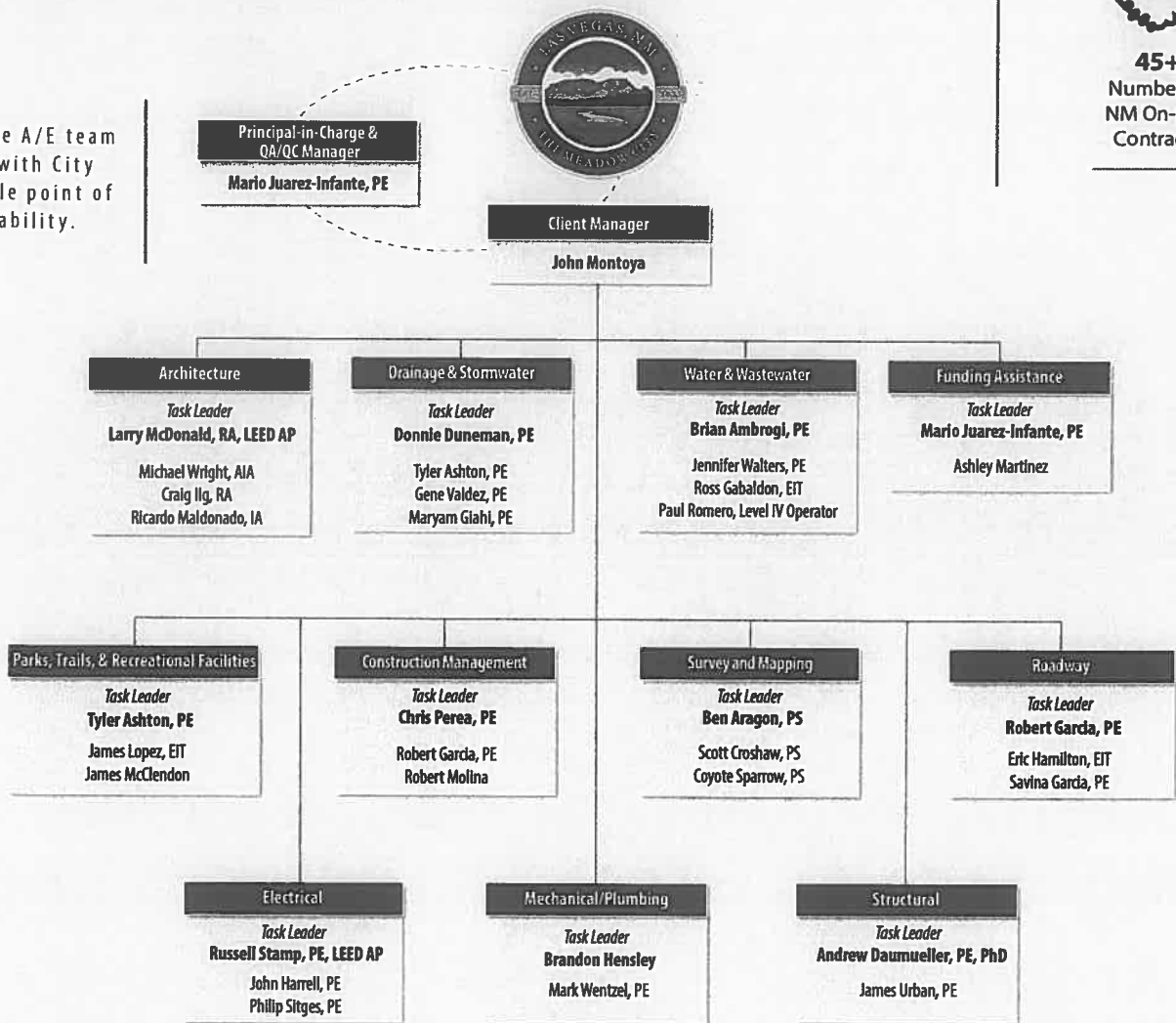
Wilson & Company is a corporation that was founded in 1932 and is a multidisciplinary engineering, architecture, surveying, mapping, environmental, and planning firm employing staff throughout 16 offices in 10 states. Our firm has a long history of providing professional and consulting services to clients in New Mexico. Our offices located in Albuquerque, Las Cruces, and Rio Rancho, employ more than 170 staff members who are committed to successfully providing the services that may be required through this on-call contract. We provide a single source of responsibility and accountability through all phases of a project. For the City's Engineering Architectural Services contract, Client Manager John Montoya, Associate AIA, will be the main point of contact between our team and the City. John is supported by Vice President and Principal-in-Charge Mario Juarez-Infante, PE who is authorized for preparation and execution of this contract. Mario can be reached at (505) 715-2541.

## B. Personnel Experience

### 1. Project Team

We are committed to providing the City with the most qualified team of professionals. The Wilson & Company team, as shown in the organizational chart below, provides a full complement of on-call engineering and architectural design experience. A summary of qualifications for key staff members follow. Resumes and qualifications for supporting team members is available upon request.

Our in-house A/E team provides with City with a single point of accountability.



**WILSON  
& COMPANY**

**85**  
Years of  
Providing  
Engineering  
and Architecture  
Services

**74**  
Years  
Serving  
NM Clients



**420+**  
Staff Members to  
Support the City



**45+**  
Number of  
NM On-Call  
Contracts



John Montoya

**John Montoya, Associate AIA — Client Manager**

John has a wide a range of experience in all facets of engineering and construction. He has experience managing civil, structural, mechanical, and electrical engineering projects. John has been involved in the design, project management and construction administration for a wide range of projects including: K-12 schools, universities, sports complexes, hotels, healthcare and long-term care facilities, and detention centers that total over \$220 million in construction dollars. John works diligently with owners, consulting engineers and contractors to promote a team oriented working environment. He holds himself, architects, engineers, contractors and other team members accountable to the client for the outcome and success of projects.



Mario Juarez-Infante

**Mario Juarez-Infante, PE — Principal-in-Charge, QA/QC Manager, and Funding Assistance**  
As Principal-in-Charge, Mario will provide the City with the resources and expertise required to meet all contractual obligations. Mario has strong management skills in overseeing production as well as quality assurance/quality review, resource allocation, communication planning, construction risk assessment and mitigation, and procurement experience. His design and construction management expertise will provide a quality QA/QC process, translating to a solid design and reduction of potential change orders. During his career, he has also enjoyed a record of successfully identifying regionally collaborative opportunities and assisting communities to acquire funding packages required to implement the desired capital projects. Mario is familiar with funding applications for the Legislative Outlay Request, Local Government Road Fund Program (LGRF), USDA and NMFA Colonias Program, BECC/NAD Bank Funding, Clean Water State Revolving Loan Funds, and TIGER Grants.



Larry McDonald

**Larry McDonald, RA, LEED AP — Architecture Task Leader**

Larry has 19 years of experience, which includes team coordination, holding client briefings, recognizing project scope limitations/opportunities, working with review agencies, and developing project schedules and budgets. He has worked with multidiscipline teams in design of both new and repair/alteration projects, and managed those projects through construction. His project management skills stem from a sound understanding of the technical issues involved in executing a project. Larry has proven himself able to quickly identify project issues that may affect the clients goals. He is able to hold true to the scope of work throughout a project, which helps prevent project overruns and wasted effort. His dedication to meet the project needs has made him an effective project manager at Wilson & Company.



Donnie Duneman

**Donnie Duneman, PE — Drainage & Stormwater Task Leader**

Donnie has 15 years of experience in several facets of civil engineering, which includes hydrology/hydraulic studies and design, LOMR's, traffic studies, and transportation engineering. He has extensive knowledge in hydrologic and hydraulic analysis and design as well as terrain management engineering for local municipalities and the private sector. He has provided full service civil engineering and he has provided designs for projects including surge pond detention facilities, drainage channels, storm water pump stations, FEMA LOMR's, LID drainage facilities, major arterial roadways and state highways.



Brian Ambrogi

**Brian Ambrogi, PE — Water and Wastewater Task Leader**

Brian is the New Mexico Operations Manager for Wilson & Company's Water and Wastewater Division. He has over 19 years of experience and has served as a Project Manager overseeing a range of utility projects from conceptual design through construction. Brian's design experience includes water and wastewater treatment facilities, sanitary sewer and water system improvements, pump stations, irrigation system improvements, and much more.



Tyler Ashton

**Tyler Ashton, PE — Parks, Trails, and Recreational Facilities Task Leader**

Tyler has over 18 years of experience and has experience in all facets of civil engineering. His primary responsibilities at Wilson & Company have included the design of trails, parks, urban streets, storm management systems, hydrology/ hydraulic studies, sanitary sewer and water distribution lines. Tyler has worked closely with various public works departments, cities, public schools facilities, planning and construction departments, and county utility departments.



Chris Perea

**Chris Perea, PE — Construction Management Task Leader**

Chris is the Engineering and Construction Management Operations Manager in Albuquerque. His strength lies in the versatility of his experience in drainage design combined with construction. Chris' responsibilities have included managing all phases of construction projects, reviewing plans and specifications, field supervision of project inspection crews, contractor coordination, and tracking project quantities for payment. He also has experience in grading and drainage design, recreational trails design, utility design and construction, street design, corridor studies, right of way mapping and acquisition, cost estimates, and traffic engineering.



Ben Aragon

**Ben Aragon, PS — Survey & Mapping Task Leader**

Ben has performed right of way, slope staking, control, GPS, cadastral, topographic, boundary, ALTA, hydrology, office calculations, and prepared setups for crews during construction projects. Ben has also been the Survey Manager on various projects, which include contracts for the New Mexico Department of Transportation (NMDOT), Union Pacific Railway, Kansas City Southern Railway, Burlington Northern Santa Fe Railway Company, Los Alamos County, Pueblo of Laguna, USACE, FHWA, and National Park Service.



Robert Garcia

**Robert Garcia, PE — Roadway Task Leader**

Robert has over 39 years of experience in construction inspection and management for government and private enterprise projects. Past projects include drainage, utilities, embankment, structures, rail, and bridge and roadway construction. He has provided construction inspection for municipal, private and government projects throughout New Mexico, California, Idaho, Texas, and Arizona.



Russell Stamp

**Russell Stamp PE, LEED AP — Electrical Task Leader**

Russell has 15 years of experience in a wide variety of electrical design including site and building electrical distribution systems, standby power systems, electrical fault analysis and electrical renovations. Russell's LEED accreditation has also provided him opportunity to design and manage energy conservation projects involving lighting and solar design. His vast project experience includes primary and secondary educational facilities, water/wastewater facilities, pump stations, roadway lighting, detention centers, commercial facilities including office buildings, historic renovations and community centers, and healthcare facilities including hospitals, clinics and laboratories.



Brandon Hensley

**Brandon Hensley — Mechanical/Plumbing Task Leader**

Brandon has extensive experience in energy efficient, maintenance friendly mechanical and electrical design. He has designed many mechanical building systems involving highly technical criteria pertaining to specific site, infrastructure and facility specific needs. He understands the special attention necessary to meet individual user requirements related to diverse applications. Brandon is experienced in the design of many different system types, including, but not limited to: variable refrigerant flow, central plant distribution, two and four-pipe systems, single zone rooftop air conditioning, multizone rooftop air conditioning, variable air volume, hot water reheat, steam distribution, heat pump systems, ground/water source cooling/heating, evaporative cooling, and most available building mechanical HVAC systems and related controls.



Andrew Daumueller

**Andrew Daumueller, PE, PhD — Structural Task Leader**

Since attaining his PhD in Civil Engineering – Structures, Andrew's experience has focused primarily on transportation structures, including reinforced concrete, prestressed concrete, post-tensioned concrete, and steel. He has worked on projects involving new design, widening, rating of existing structures, and in-service inspections. He also has taught Structural Steel Design I and II at Metropolitan State University of Denver and Engineering Economy & Law at New Mexico State University. His structural design experience includes Pecos Street over I-70 Bridge Replacement in Denver, Colorado, and Chambers Rd. over Newlin Gulch in Parker, Colorado.

C. Licenses

**Wilson & Company is licensed to do business in the State of New Mexico (New Mexico Resident Business Certificate Number L1813833680, CRS #02-357658-008).** Our team members include licensed engineers, architects, and surveyors. The tables listed below provide a summary of our key staff members licenses. A copy of each license is available upon request.

Key Team Member	New Mexico Registration Type	License Number
John Montoya	Associate AIA	30510873
	General Contractor	81410
Mario Juarez-Infante	Professional Engineer	15340
Larry McDonald	Professional Architect	4238
Donnie Duneman	Professional Engineer	17616
Brian Ambroggi	Professional Engineer	17610
Tyler Ashton	Professional Engineer	16205

Key Team Member	New Mexico Registration Type	License Number
Chris Perea	Professional Engineer	13686
Ben Aragon	Professional Surveyor	15268
Robert Garcia	Professional Engineer	11408
Russell Stamp	Professional Engineer	19737
Andrew Daumueller	Professional Engineer	23135

## D. Contractor's Bonds

N/A

## E. & F. Engineering Architectural Services/Consultant Experience

### *1. Experience with Similar On-call Contracts*

Wilson & Company has a successful history of managing and maintaining on-call contracts with municipalities and other agencies throughout New Mexico. Through these contracts, we have provided a wide-range of professional engineering services and completed numerous task orders including minor tasks as well as cradle-to-grave projects. We understand professional engineering service contracts provide the client with the flexibility to contract services quickly and when needed. We strive to provide services requested in an efficient, cost-effective manner.

### **ON-CALL PROJECT EXPERIENCE**

**Wilson & Company has provided on-call engineering and architecture services to numerous clients in NM**

Albuquerque Bernalillo County Water Utility Authority  
 Albuquerque Metropolitan Arroyo Flood Control Authority  
 Albuquerque Public Schools  
 Belen Consolidated Schools  
 Bernalillo County Public Works  
 BNSF  
 Cibola County  
 City of Alamogordo  
 City of Albuquerque  
 City of Anthony  
 City of Aztec  
 City of Belen  
 City of Grants  
 City of Española  
 City of Las Cruces  
 City of Santa Fe  
 City of Sunland Park  
 City of Rio Rancho  
 Consolidated Educational Services  
 Doña Ana County  
 Dora Consolidated Schools  
 Eastern Sandoval County Arroyo Flood Control Authority  
 Eunice Public Schools

Federal Highway Administration  
 Kirtland Air Force Base  
 Los Alamos County  
 Los Alamos National Laboratory  
 Lower Rio Grande Public Water Works Authority  
 Middle Rio Grande Conservancy District  
 Pueblo of Laguna  
 Navajo Nation Department of Transportation  
 New Mexico Department of Transportation  
 New Mexico State University  
 Union Pacific Railroad  
 U.S. Army Corps of Engineers  
 Sandia National Laboratory  
 Sandoval County  
 Santa Fe Public Schools  
 Sierra County  
 Southern Sandoval County Arroyo Flood Control Authority  
 Town of Bernalillo  
 Valencia County  
 Village of Milan  
 Village of Pecos  
 Village of Ruidoso

#### ***Services have included:***

Civil Engineering  
 Architecture  
 Drainage and Flood Control  
 Transportation Planning & Design  
 Signalization & Street Lighting Design  
 Traffic Impact Analysis  
 Water / Wastewater / Reuse  
 Parks, Trails, & Recreation  
 Mechanical & Electrical  
 Structural  
 Construction Management  
 Survey and Mapping  
 Funding Assistance  
 Environmental Planning & Permitting  
 Land Development  
 Railroad Engineering

### *2. Specialized Services*

Wilson & Company specializes in providing municipal services for public works projects in order to improve, develop, and maintain public infrastructure needs. As a full-service firm, we have the experience and resources to provide comprehensive engineering solutions for a wide range of services. Our depth and breadth of staff and ability to coordinate with all disciplines results in successful projects for our clients. Wilson & Company offers the services listed below to the City for the Engineering & Architectural Professional Services contract.

#### **Civil Engineering Services**

Wilson & Company has the experience to provide comprehensive engineering solutions for a wide range of services. We are particularly successful on multidiscipline projects where a variety of specialties is required for design completion. Wilson & Company offers the services listed below that may be required for the contract.

## *Drainage, Storm Water, and Flood Control*

Wilson & Company offers a strong hydrology and drainage group that has completed similar projects in other communities throughout New Mexico. Wilson & Company can assist with levee certification, Federal Emergency Management Agency (FEMA) applications, project restoration and mitigation, development review, and infrastructure planning. Other relevant services include:

- FEMA flood map revisions and coordination
- Urban storm drainage master planning
- Storm drainage infrastructure design
- Levee assessments and design (FEMA and USACE)
- Municipal stormwater utility rate studies

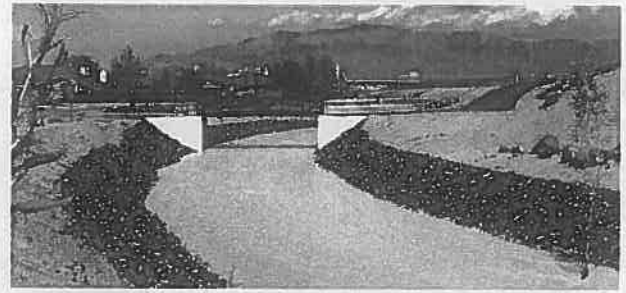
## *Water and Wastewater*

Our team has experience in the design and construction management of utility system improvement projects. We offer a full spectrum of water, wastewater, and reuse-related engineering services for a diverse group of public and private clients. Our overall project experience includes Preliminary Engineering Reports, feasibility studies, design, system modeling, master planning, preparation of construction plans and technical specifications, construction documents, budget estimates, bidding assistance, construction-related services, on-site construction observation, testing, operations assistance, and start-up services. Our experienced and dynamic professionals are committed to providing clients with quality, full service engineering solutions.

## *Roadway Improvements*

Our team has extensive experience with the design of urban roadways ranging from local residential streets to major urban arterials. Our experience spans from initial alignment alternative analysis, through preliminary and final design, and final construction management. Critical elements considered in roadway design are horizontal and vertical alignments, drainage mitigation and improvements, lane capacity requirements and configuration, queuing analysis for turn lane need determination, signalized intersection modeling and design, lighting, temporary traffic control, permanent signing and striping, and right of way requirements. Services include:

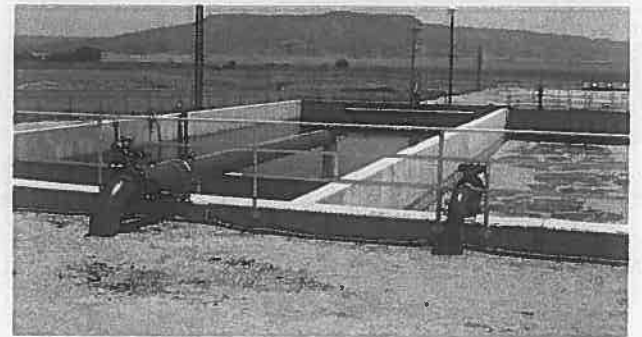
- Parking lot planning and design
- Traffic impact analysis/roadside safety audits
- Urban roadway and pavement design
- Sidewalk and multi-use trail planning and design
- Existing right of way determination and new right of way mapping



I-40 Diversion Channel



Tingley Park



Raton Wastewater Treatment Plant



4th Street Sidewalk Improvements



NM 68 Corridor Study

## Architecture

Wilson & Company offers our clients a strong team of architectural professionals with extensive background and experience. The vast majority of our architectural projects are for public sector clients including federal, state, county, and local governments and school districts. In addition to individual design projects, we have significant experience with master planning and open-end contracts involving architectural, structural, mechanical, electrical, and environmental engineering services. Our in-house architects provide services in the evaluation, analysis, planning, design, and estimating of new and existing facilities. We also have extensive experience in construction management and inspection capabilities including the following:

- Senior centers and town halls
- Libraries
- Feasibility studies and facility assessments
- Construction administration
- Master planning and programming
- Historic remodel and restoration
- Energy efficient building design
- Interior and exterior space planning
- LEED certified building design
- 3D modeling/BIM
- K-12 education and higher education facilities
- Urban design
- Medical and healthcare facilities
- Public safety/law enforcement facilities
- Large renovation projects
- Sports and recreation facilities
- Well houses, booster pump station, and treatment facility buildings



Pecos Senior Center



Mettie Jordan Elementary School

## Electrical

Wilson & Company has experienced electrical engineering staff with expertise in a wide range of electrical engineering services. Projects have included "green field" sites, along with challenging remodeling and existing facility modifications. We often provide construction-related services including observation and commissioning on these projects. We also offer system analysis and code compliance review. We employ SKM Power Tools system load flow; fault, coordination, and arc flash analysis software (along with other software); and AGI 32 lighting analysis software. Some of our staff are members of the International Association of Electrical Inspectors (IAEI), along with NACE-certified corrosion specialists. Design experience includes the following areas:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>▪ Residential/commercial buildings</li> <li>▪ PLC and control automation</li> <li>▪ High voltage design, including substations and aerial and underground primary distribution</li> <li>▪ Site electrical design, including high mast lighting and power distribution</li> <li>▪ Security, fire alarm, CCTV, and public address design</li> <li>▪ Emergency power systems</li> <li>▪ Grounding, bonding, and lighting protection systems</li> <li>▪ Hazardous area electrical design</li> </ul> | <ul style="list-style-type: none"> <li>▪ Power generation facilities</li> <li>▪ Rate studies and cost of service evaluation</li> <li>▪ Groundwater testing and mitigation</li> <li>▪ Gas distribution systems</li> <li>▪ Control and plant automation systems</li> <li>▪ Roadway lighting</li> <li>▪ Substation design</li> <li>▪ Wells and lift stations</li> <li>▪ Supervisory Control and Data Acquisition (SCADA)/radio telemetry</li> </ul> |
|--|--|

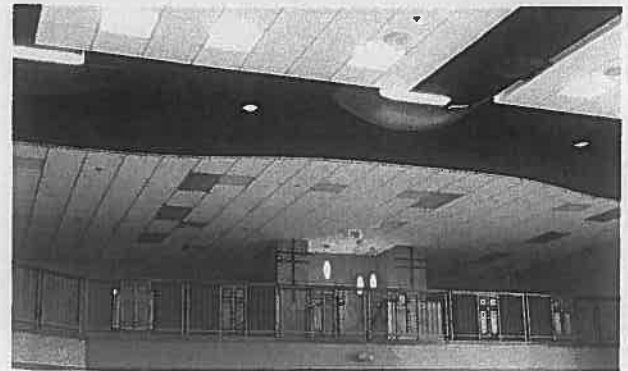
## *Mechanical*

We value the quality of our design work and strive to give our clients safe, healthy, and energy efficient buildings. All of these important factors interact together when a building mechanical system is designed and constructed. Projects are designed to meet the needs of the users and provide a quality system that is maintainable and built to last. We design energy efficient systems that are simple to understand and operate. Our mechanical and electrical groups involve themselves with many building condition assessments, evaluations and energy audits for clients who want to improve the way their buildings perform.

Energy costs for Heating, Ventilating and Air Conditioning (HVAC), lighting, and electrical systems are significant over the life of any facility. With our design experience, LEED concept planning, and knowledge of building energy modeling software, we can provide the tools and guidance to building owners so they can make good decisions regarding their facilities. Wilson & Company also offers building pressure testing, infrared thermography, and commissioning services tailored to suit the needs of the project. We can provide functional testing and commissioning for designated M/E systems or commissioning for the entire building design process. Wilson & Company has staff certified as Commissioning Process Providers.



Rio Grande Swimming Pool HVAC



Santa Fe Community College HVAC

## *Structural*

Senior-level staff have demonstrated successful experience with a diverse array of structure types. We are well-versed in International Building Code and AASHTO and our quality control process is based on ISO 9001. Our team of Structural Engineers have also performed projects through alternative delivery methods such as design-build and construction management/general contractor. Working directly with contractors through alternative deliveries has enriched our ability to provide cost-effective solutions to our clients. Wilson & Company's structural engineering services include:

- Retaining walls, foundations, and buildings
- Nonstandard drainage structures
- Bridges
- Sign and traffic signal structures
- Temporary structures for construction
- Structure evaluations and repair design
- Emergency repair design
- Construction engineering and inspection
- Precast concrete
- Accelerated Bridge Construction (ABC)
- Concrete tanks for treatment and storage
- Foundations

## *Construction Services*

Our firm regularly performs complete construction management services including final design review, procurement, constructability reviews, construction engineering and observation services, and certifications. Our construction management team is well versed in construction documents including EJCDC, AIA, CDBG, NMDOT Standard Specifications for Highway and Bridge Construction, New Mexico APWA Specifications for Public Works Construction, Uniform Building Code, International Building Code, Uniform Plumbing Code, OSHA, EPA, and SWPPP. Our inspectors have certifications from the National Institute for Certification in Engineering Technologies (NICET), American Concrete Institute (ACI), and for nuclear densometers. Inspectors have attended courses at the ACNM facility in Albuquerque and annually attend local and regional training. Services include:



- Pre-construction conference attendance
- Full-time or part-time construction observation
- Periodic (weekly) project progress meetings with contractors and client staff
- Regular progress reports to the client and regulatory agencies
- Review of construction schedules and partial payment requests
- Identify problems in construction and issue field orders if required
- Inspections of completed facilities when substantially and finally complete
- Perform and review of quality assurance and materials testing



Montoyas Arroyo Sanitary Sewer Improvements CM

## *Survey & Mapping*

Wilson & Company has an extensive history of providing survey and mapping services for projects throughout New Mexico and the greater southwest. Many of our survey staff have lived and practiced in New Mexico for most of their lives. As such, we are familiar with the terrain, climate, topography, geography, geodetic control systems, public land system, State Plane Coordinate System, statutes, laws, and regulations. We are licensed to survey in 18 states and have 16 Professional Land Surveyors (PS, PLS, RLS) and two Certified Federal Surveyors (CFedS) on staff. Our 22 fully equipped survey crews are outfitted with the latest technology to handle all terrain and weather conditions. The crews are monitored by our survey task leaders via weekly scheduling calls and the internet, providing us the flexibility to meet our clients' project schedules including quality control checks. Our local survey teams have specialized experience and technical competence in a wide range of surveying and related services including the following:



Paseo del Norte



NM 41 Aerial Mapping

- Boundary/cadastral surveys
- Right of way and topographic surveys
- Alignment/utility location surveys
- Terrestrial LiDAR surveys
- Horizontal and vertical site control analysis
- Cross section and profile surveys
- Record plat and easement plat preparation
- Legal boundary and plan and profile surveys
- Bathymetric and hydrographic surveys
- Geodetic network control surveys
- Construction layout and staking
- Rapid response emergency surveys
- Photogrammetric mapping control
- American Land Title (ALTA) and GPS surveys
- Aerial mapping
- Digital terrain modeling and subdivision plats

## *Funding and Grants Assistance*

Wilson & Company is a proven leader in assisting New Mexico communities with funding and grant applications. We are very familiar with state and federal funding agencies including the New Mexico Finance Authority (NMFA), New Mexico Department of Finance and Administration (NMDFA), Environmental Protection Agency (EPA), NMDOT, and several others. We work with our clients to identify funding opportunities and assist in acquiring funding packages required to implement the desired capital projects. Our funding specialists have helped numerous clients with funding applications for several programs including Water Trust Board, CDBG Infrastructure Grants, Legislative Outlay Request, Municipal Arterial Program (MAP), and many more. We work closely with regulatory and funding agencies to ensure projects move forward in a timely manner, the funding agencies' requirements are met, and the owner's interest is represented.

### 3. Capacity and Capability

#### Resources

**With over 420 employees firm-wide and 175 employees located in New Mexico, Wilson & Company has the capacity and experience to successfully serve the City in an on-call capacity.** With our large multidisciplinary staff, we have the resources required to address the City's need for engineering and architectural services. In addition, we also have the ability to service multiple projects simultaneously without compromising budget or time constraints. The work for this contract will be performed from Wilson & Company's Albuquerque and Rio Rancho offices. Our staff is available to respond quickly to both on- and off-site project requirements.

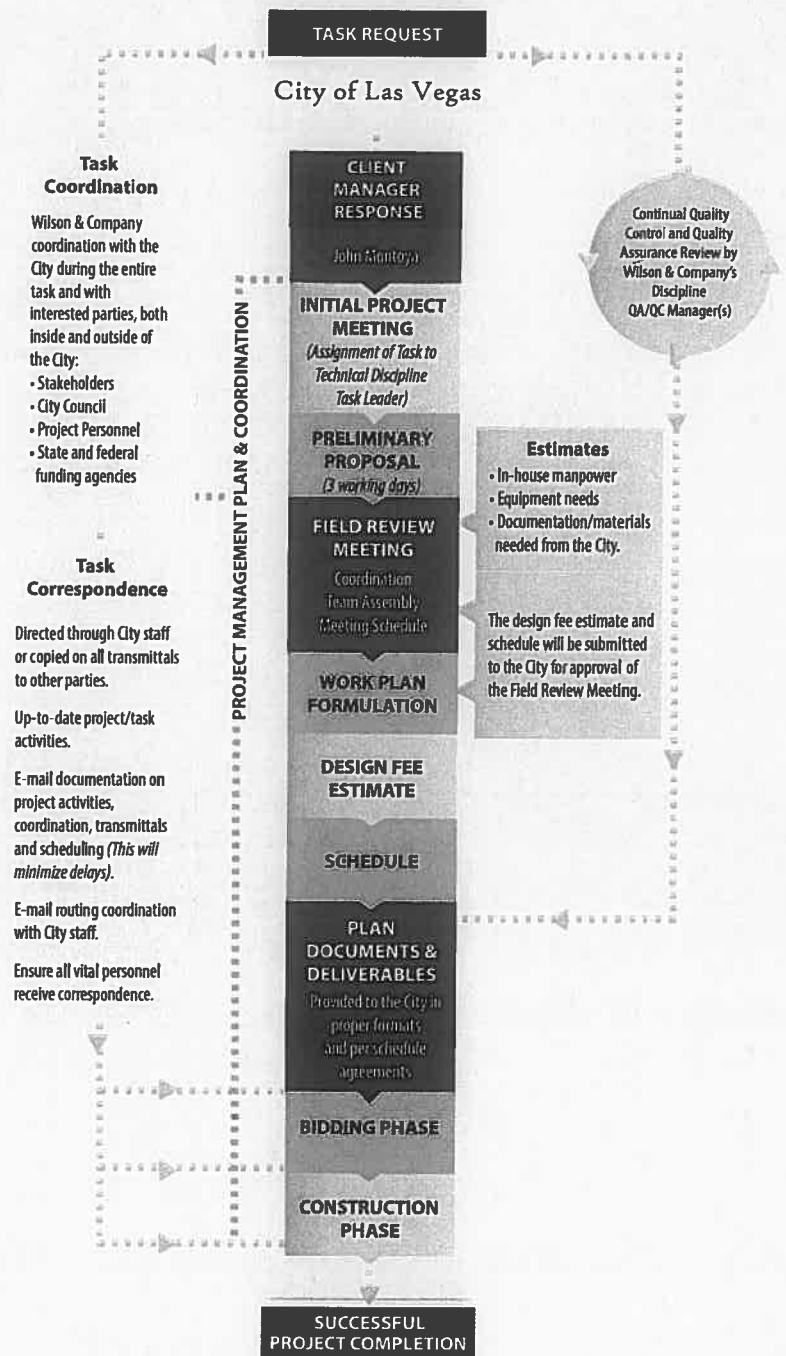
#### Approach to On-Call Services

Our team understands the on-call process whereby the project scope is developed through establishing the project needs, identifying and assisting with possible funding sources to minimize project costs to the City, completing architecture and engineering studies/reports, preparing preliminary and final engineering design, providing construction bidding, observation, and related services, as well as start-up assistance.

#### General Need Services

On-call engineering services require special attention by the engineering staff to ensure the clients' needs are met. For the City, the importance of providing a high level of accessibility and availability will be key to establishing a trusted and valued relationship. **Client Manager John Montoya will serve as the main point of contact from our team with the City.** He will develop a dedicated schedule for attendance at City staff meetings and City Council meetings. John will be available for attendance at each of these meetings (at the discretion of City management). During visits, he will be available for meeting with City staff for a general discussion on a variety of topics/tasks, which can then be further investigated as needed. In addition, if there is a need for John to bring other Wilson & Company staff to these meetings for topic discussion(s), it will be coordinated with the proper team members.

Figure 1. Sample Task Order Process



*Task Order Process*

For any specific task assignment, John will prepare a detailed scope of work and fee estimate for the assignment. He will work with the appropriate technical staff to verify the assignment is properly addressed and to develop a task order proposal for the City (a sample task order development process is shown in Figure 1 on the previous page). Our team will work with the City to develop a task order proposal that ensures both parties completely understand the work involved and are aligned with the project expectations and outcomes. **The task order will also be presented to City Council for acceptance.**

Upon acceptance of a task order proposal, John will work directly with the City to execute the task order and move towards a notice-to-proceed. It will be his responsibility to identify the key staff needed to efficiently and expertly complete the City's project on schedule and within budget.

Following acceptance of the task order proposal, our team will hold an initial project meeting with internal team members. The goal of the meeting is to communicate the project schedule and establish key milestones and submittal dates (field check, office check, final completion, etc.). During this meeting, our team will define the sources of available project data, which may require field survey and data collection. The governing design criteria and design issues will be discussed to ensure all parties are aware of the issues that may be encountered. The result of the meeting will be to develop a Project Work Plan (PWP) by the Task Manager. The PWP is an important step in our process to ensure budget and schedule requirements are met, and to comply with our internal Quality Assurance Program.

The PWP will be distributed to the City and team members. It will include the team organizational structure (including contact information), pertinent elements of the contract (including the scope of services), and the project schedule, design criteria, and project issues established during the initial project meeting. We continually look at ways to refine this process, but have found it to be an effective way to identify and address the needs of any particular project/assignment, and to ensure we meet the City's expectation for the quality and timeliness of our services.

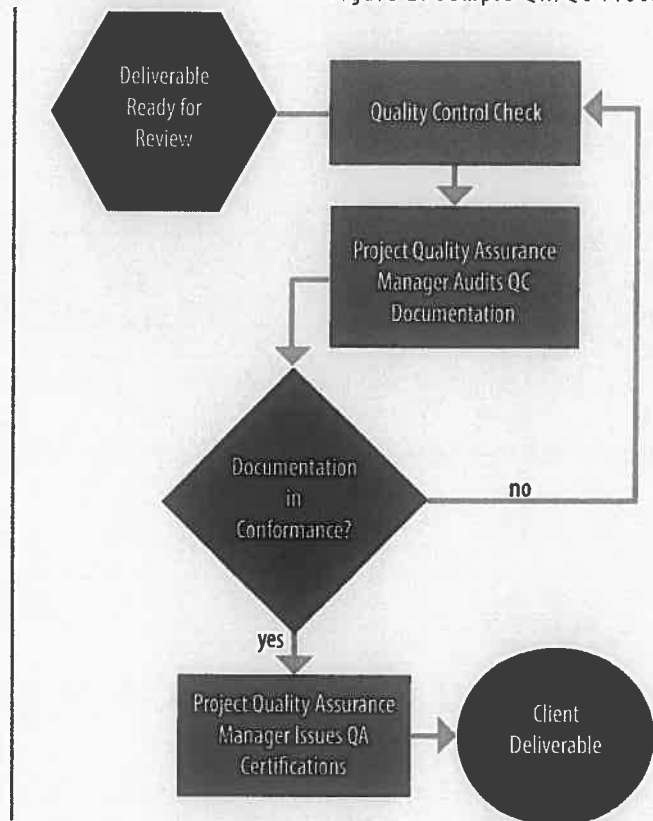
*Quality of Work*

Wilson & Company's Quality Management Policy is our framework for delivering quality services and it outlines expectations and processes that project managers are expected to follow. Our approach includes planning, checking, and auditing quality control processes so the services and deliverables we provide match your expectations for accuracy and completeness.

*Project Planning*

At the start of every project, each task leader prepares a PMP, which covers contractual requirements, outlines the scope of work, lists design issues and criteria, and establishes the project schedule and budget, as well as CAD procedures. The project schedule includes time for review and revision of the plans prior to submittal to the City. The PMP also defines the checking process for calculations, drawings, reports and specifications, and identifies at what stages the deliverables will be checked. The PMP also identifies the project's Quality Assurance/Quality Control (QA/QC) Manager.

Figure 2. Sample QA/QC Process



## Quality Control (QC)

Our checking process is integrated into daily work efforts to identify or prevent errors early in the design process. The process also includes a detailed check of design calculations, quantity computations, construction drawings, technical reports, and specifications at milestones identified by the project manager. Our team will use a simple checkprint stamp process for drawings and calculations that tracks review comments, verifies they are appropriate, and confirms that necessary revisions were correctly made to drawings or calculations. The entire checking process is documented and included in project files.

## Quality Assurance (QA)

Finally, the Quality Management process verifies that the project team has satisfactorily completed and documented quality control procedures. For every project, QA/QC Manager Mario Juarez-Infante, PE is required to review QC documentation and certify it is complete before the final deliverable is submitted to the client. Projects are audited on a quarterly basis to ensure that both QC and QA processes are being conducted and documented.

## Comment Resolution Form

On complex projects, our project managers utilize a Comment Resolution Form (CRF) to document all internal and external review comments and decisions. Project managers are responsible for keeping the CRF current and verifying that all comments are brought to resolution, including whether the comment was incorporated into the project, and if not, why. Comments are marked as accepted, rejected, or more information needed. The CRF is reviewed by the QA/QC Manager before each submittal to verify that previous comments were appropriately addressed.

## Control of Costs

Cost control must be a prime objective from a project's beginning to its completion. The most important factors in achieving this are time management and clear communication. As delays are the most frequent cause for cost overruns, we will diligently manage schedules and costs. ***We listen carefully to your needs and concerns, and create planning and preliminary design documents that provide the framework for a sound, thorough, and comprehensive project.*** During each task that is assigned, internal cost control will be achieved through a detailed review of the progress of the task in comparison to the budget expended. We will conduct cost and technical reviews at project milestones as part of our total Quality Management commitment. Wilson & Company uses the latest computer financial and scheduling program tools for estimating project performance and predicting future effort required. Our financial project management program (Deltek Vision) gives weekly efforts on each project, compares actual percent complete against remaining budget, and allows the team to adjust to meet schedules and budgets.

## Ability to Meet Project Schedules

Wilson & Company routinely keeps clients informed about changes that affect budget and schedule. While management of critical path activities has first priority, it is also important to complete noncritical activities as scheduled. When there is "float" in the schedule, there may be good reason for postponing some activities. We may perform other activities sooner than planned to avoid the challenge of a project where nearly every activity ends up on the critical path.

## 4. Past Record of Performance

### Similar Project Experience

The projects listed in the following pages display a small segment of our team's relevant experience with projects involving a variety of engineering and architectural services.

*On-Call Engineering & Architecture Services — Luna Community College*  
Wilson & Company and Client Manager John Montoya have provided continuous on-call engineering services to Luna Community College since 2014. Projects completed through this contract include:

- Auto Collision Technologies Building Upgrades\*
- Building Trades Technology Renovations and Upgrades\*
- Automotive Technologies Building Renovations\*
- Welding Technologies Building HVAC & Electrical Upgrades\*
- LCC Springer Satellite Forrester Building HVAC Upgrades\*
- Santa Rosa Brown Building Interior Build-Out
- Media Arts Building Parking Lot Improvements

*\* Projects completed with no change orders, increasing contract sum.*

*Contact: Matthew Cordova, Building Facilities Director | Phone: (505) 454-2500*

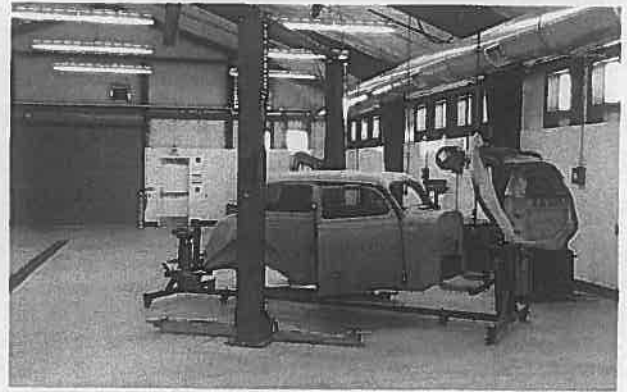
*On-Call Engineering and Architecture Services — Doña Ana County*  
For the past five years, the Doña Ana County has used our team to provide on-call engineering and architecture services. A sample project completed through this contract is provided below:

### **Fire Marshal Training & Resource Warehouse Remodel**

Although this 2,500 SF facility was in need of varied improvements to accommodate the tenants, safety became a top priority when the owner decided to occupy the space during construction. In addition to the structural, mechanical, electrical and plumbing engineering needed, the Wilson & Company team needed to produce design documents that included work zone and phasing requirements.

Maintaining use of the facilities while completing the remodel of the warehouse facility, three offices, training room and restrooms required special attention to phasing during design. The team faced additional challenges in supporting the owner when one of the contractor's prime subconsultants went out of business during construction. Team members stepped in to assist and work with the owner to assure that the contract was met and that finished work met expectations.

*Contact: Eric Crespín, Deputy Fire Marshal | Phone: (575) 647-7925*



Automotive Body Shop



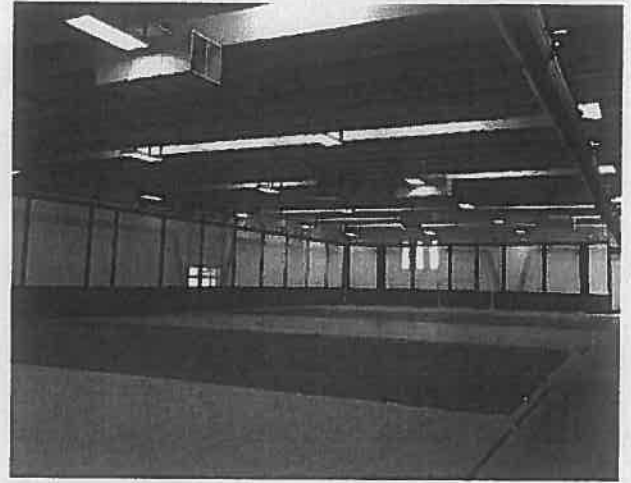
Fire Marshal Training & Resource Warehouse

## On-Call Architecture and Engineering Services — City of Gallup

For the past eight years, the City of Gallup has used our team for on-call architecture and engineering services. Some of the relevant projects we have completed include the following:

### Harold Runnels Building Remodel

An assessment of the building that was formally the Harold Runnels Indoor Swimming Pool showed the pool and HVAC equipment was outdated and would require a complete replacement. The City determined that this swimming pool was not needed, as there is a more modern, indoor aquatic center in the City. After much community input, it was decided to turn this building into a multipurpose recreation center. The old swimming pools were filled in and Wilson & Company designed a new concrete slab with a multipurpose sports surface striped for indoor soccer and volleyball. New HVAC equipment was installed and the restrooms and showers were refurbished.



Harold Runnels Building

### Fire Station #1 Assessment Report and Fire Station #1 Crew Quarter's Remodel

This project began with a complete assessment of the existing Fire Station #1 building and concepts for future remodel and system upgrades. Phase-1 was to totally rehabilitate the second floor Crew Quarters with new sleeping rooms, restrooms and showers, kitchen upgrades and storage areas. The project also include upgrades the HVAC and the lighting and electrical.



Fire Station #1

Contact: Stan Henderson, Public Works Director | Phone: (505) 863-1290

## On-Call Engineering & Architecture Services — City of Belen

Wilson & Company has provided continuous on-call engineering services to the City of Belen since 2011. Services provided through this contract include:

- Drainage management
- Funding assistance
- Roadway design
- Agency coordination
- Utility analysis
- Survey & mapping
- Traffic engineering
- Construction management

Contact: Wayne Gallegos, Councilor | Phone: (505) 966-2661



Christopher Road Phase II

## *On-Call Engineering Services — City of Rio Rancho*

Wilson & Company has provided continuous on-call services to the City of Rio Rancho since 1999. As part of this on-call contract, our firm has completed over 60 separate projects through a task order process. Representative work has included:

- Architectural services and LEED facility design
- Road and street design
- Transportation and traffic planning/engineering
- Arsenic removal
- Drainage master planning
- Site grading and drainage
- Storm sewer design
- Surveying
- Construction-related services
- Water system modeling and improvements
- Waterline design, replacements & rehabilitation
- Well capacity analysis and design
- Water storage tank/reservoir design
- Sanitary sewer improvements
- Wastewater treatment plant improvements
- Reuse system modeling and master planning
- CIP planning and estimating
- Groundwater discharge permits

Contact: Steve Gallegos | Phone: (505) 891-5046

## *On-Call Engineering Services — City of Alamogordo*

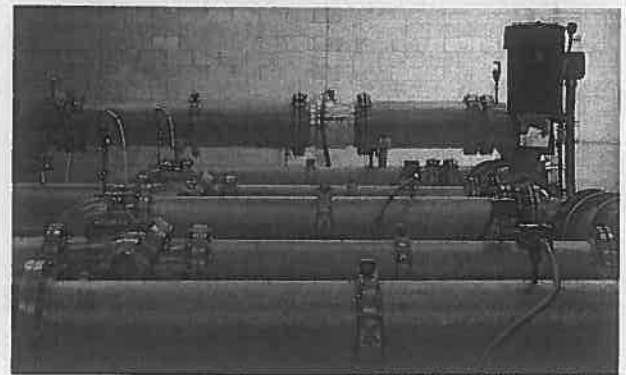
Our firm has provided on-call engineering assistance to the City of Alamogordo since 2014. Additionally, we continue to provide other direct project assistance. Engineering services we have provided to the City include:

- Civil engineering
- Funding assistance
- Agency coordination
- Utility coordination and relocation services
- Development review
- Railroad engineering
- Survey and mapping
- Traffic engineering
- Environmental planning and permitting
- Construction management
- Structural

Contact: Nancy Beshaler, Project Manager | Phone: (575) 439-4230



Loma Colorado Library



Booster Station No.10



Pecan Drive Extension



NMSU-A Canal

## *On-Call Engineering and Architectural Services — Village of Pecos*

Wilson & Company has provided the Village of Pecos architectural and engineering design services under an on-call contract. Architectural services have included the following projects:

### **Pecos Senior Center**

Wilson & Company designed a new senior center for the Village of Pecos that also serves the surrounding communities. The facility includes a full service-commercial kitchen and dining room, activity rooms, a library, administrator's office, and restrooms. The kitchen was designed to not only serve dine-in seniors, but also the Meals-on-Wheels program.

### **City Hall Expansion and Fire Station**

The existing Pecos City Hall was inadequate to meet the growing needs of the Village. Wilson & Company designed an expansion that included new Village offices and a Village Council Meeting room. A part of the project was also to include a small fire station at the rear of the building and a Village park with playground equipment for children.

*Contact: Tony Roybal, Mayor | Phone: (505) 757-6591*

## *Open-End Engineering & Architectural Services — City of Grants*

Wilson & Company has provided the City of Grants with architectural and engineering design services under an on-call contract. Information for a couple of the projects included under this contact is provided below:

### **City Hall Security Upgrades**

The Grants City Hall, like many other older municipal buildings, had no security measures in place to protect the occupants. Wilson & Company designed a new, secure-entry receptionist counter with control at the receptionist's desk to buzz visitors into the facility.

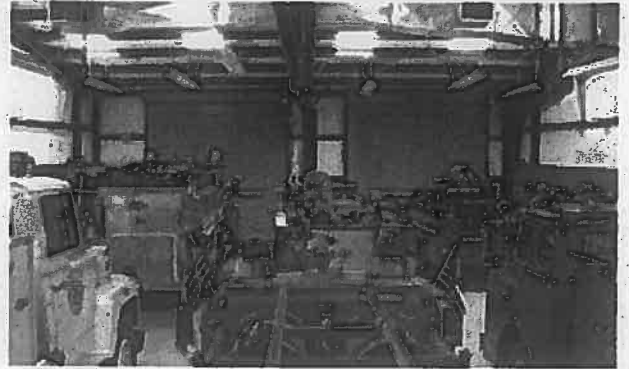
### **Mother Whiteside Memorial Library Remodel**

This older library building has been serving the Grants community for many years. The City has plans for a new building, but funding is currently unavailable. Wilson & Company designed an interior rehabilitation that included new carpet, new paint, new lighting, and graphics. During the course of the project, it was also discovered that a portion of the roof needed to be replaced. Wilson & Company also facilitated a roof repair that was found to be in need of replacement.

*Contact: Paul Pena, Special Projects Coordinator | Phone: (505) 285-3981*



Pecos Senior Center



Pecos Fire Station



City Hall



Mother Whiteside Memorial Library



*On-Call Architectural and Engineering Services — City of Anthony*  
 Wilson & Company has provided the City of Anthony architectural and engineering design services under an on-call contract. Services have included the following projects:

**Library Addition**

The City was faced with an aging facility that needed abundant repairs to make it a comfortable space for the community. Working with a limited budget, and the need to keep the facility operational during improvements, the City and the design team worked closely to ensure that the design met the project goals. Improvements included lobby renovations to improve day lighting, a new meeting room to have space available for public use, restroom renovations, a new storage room, janitor’s closet and plumbing, and mechanical and electrical systems. We were successfully able to complement the building’s massing and materials palette so that it is difficult to distinguish the addition from the original building.

**Municipal Services Complex**

The City had the unique opportunity to rent out a portion of their facility to the State MVD agency. This could provide an additional revenue stream for the City. In order to make the facility usable for both the MVD and for City offices, the spaced needed to be reconfigured. This presented challenges as the City offices needed to accommodate public meetings and court proceedings, and the MVD spaced had their own infrastructure requirements. The project was appropriated through Capital Outlay funding and required accurate monitoring of the budget and reporting requirements.

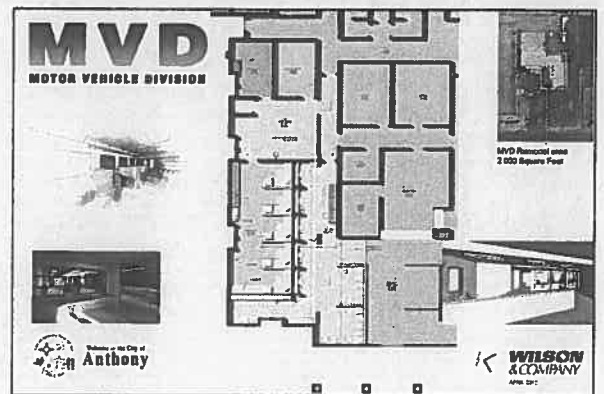
Contact: Esther Motongo, Projects Coordinator | Phone: (575) 882-2983

*5. Historical Documentation of Project Success*

In order to demonstrate our team’s ability to successfully meet project schedules and budgets, a summary of our past record of performance on similar projects is included in the table below.



City of Anthony Library



MVD Facility Plans

Client Testimonial

“I have been impressed with their **responsiveness, expertise and ability to handle critical issues**, and the unexpected delays and emergencies in thorough yet expedient manner. They have always shown a willingness to pitch in and **meet the needs of the client above all other concerns** - no matter what the parameters.”

Marcella Sandoval, Village Manager  
 Village of Milan

Project Name/Client	Owner Project Budget	Final Cost Estimate	Estimated Completion Date	Actual Completion Date
Pecan Drive Extension- City of Alamogordo	\$1,400,000	\$1,400,000	September 2014	September 2014
City of Anthony Library Addition- City of Anthony	\$260,000	\$254,000	May 2014	May 2014
Flood Warning System Master Plan- Dona Ana County	\$76,000	\$76,000	June 2013	June 2013
Pecos Fire Station- Village of Pecos	\$425,000	\$254,000	May 2014	May 2014

## 6. Familiarity with the Gallinas and Las Vegas Project Area

### Firm Experience

Wilson & Company is very familiar with the Gallinas and Las Vegas project area and has completed several projects in the area including:

#### West Las Vegas Schools

- Middle School Renovations and Addition
- High School Phase 4-5, Fire Marshall / CID Coordination

#### Chama Valley Independent Schools

- New Escalante Mid/High School Track & Field
- New Escalante Gymnasium

#### Luna Community College

- Various Building Renovations HVAC and Electrical Upgrades

#### NMDOT District 4

- Pecos Independent Schools Safe Routes to School

#### Wagon Mound Public Schools

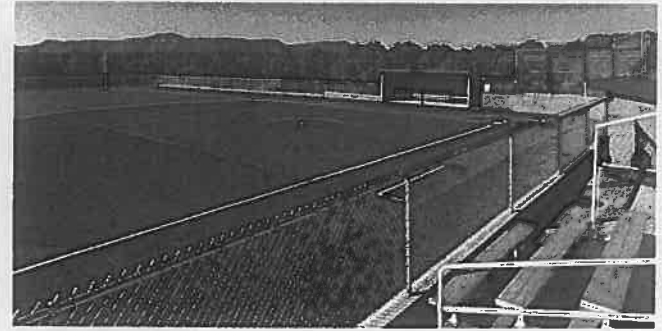
- Wagon Mound Elementary Pre-K Classroom Renovations

#### Mora Independent Schools

- Mora High School and Elementary HVAC and boiler upgrades

#### Pecos Independent Schools

- New High School Baseball and Softball Fields Complex
- Elementary Re-Roof



Pecos High School Baseball Field

#### Mora County

- Ledoux Fire Station Parking Lot and Road Access and Drainage Improvements
- Cleveland Fire Station Building
- Roller Mill Bridge Replacement

### Client Manager's Experience

In addition, Client Manager John Montoya is a native of Las Vegas and he is very familiar with the City's infrastructure and several staff members. His extensive familiarity with area will speak volumes. John has been working in the Las Vegas area since 2004 and his previous project experience includes:

#### Las Vegas City Schools

- HVAC and Electrical Upgrades for Robertson High School, Memorial Middle School, Los Niño's Elementary, Sierra Vista Elementary School, Paul D. Henry Elementary School, Mike Mateo Elementary School, and Legion Park Elementary School

#### West Las Vegas Schools

- DCU/PSFA Renovation Upgrades throughout the District
- Valley Elementary Classroom and Gym Addition

#### State of New Mexico

- New Meadows Long Term Care Facility Phase 1 & 2

#### New Mexico Highlands University

- Various Building Re-roofs and HVAC Upgrades

#### Chama Valley Independent Schools

- New Escalante Mid/High School
- New Tierra Amarilla Elementary School

### Team's Experience

As demonstrated in the aforementioned project lists, our team has extensive experience working on projects in the Las Vegas area. Our team is accustomed to working for clients in Northern New Mexico, and is ready to serve the City of Las Vegas.

## 7. Proximity to Las Vegas New Mexico

The work for this project will be performed from Wilson & Company's Albuquerque and Rio Rancho offices, which are located less than two hours from the City. Client Manager John Montoya visits Las Vegas on a bi-weekly or weekly basis and will lead our Task Leader's to respond quickly to on-site and off-site project requirements.

Our team has several other clients located in Northern in New Mexico including the Village of Pecos, City of Española, and the NMDOT District 4. We have a great working relationship with NMDOT District 4 Engineer David Trujillo, PE, and we are frequently in the central northeast area of the State. We are accustomed to serving clients in all areas of the State, and have the capability and capability to do so with our large pool of in-house resources.

## G. Documentation

A summary of our key team members education, registration and years of experience is listed below. Please refer for Section B for additional qualifications.

Key Team Member	Role on Contract	Years of Experience	Education	New Mexico Registration Type	License Number
John Montoya	Client Manager	25	Drafting & Design Engineering, Luna Community College	Associate AIA General Contractor	30510873 81410
Mario Juarez-Infante	Principal-in-Charge, QA/QC Manager, and Funding Assistance	19	M.S., Transportation Engineering, University of New Mexico B.S., Civil Engineering, New Mexico State University	Professional Engineer	15340
Larry McDonald	Architecture Task Leader	19	M.A. Architecture, University of New Mexico B.A. Architecture, University of New Mexico	Professional Architect	4238
Donnie Duneman	Drainage & Stormwater Task Leader	15	B.S., Civil Engineering, University of New Mexico	Professional Engineer	17616
Brian Ambrogi	Water and Wastewater Task Leader	19	M.S., Civil Engineering, University of New Mexico B.S., Civil Engineering, University of New Mexico	Professional Engineer	17610
Tyler Ashton	Parks, Trails, and Recreational Facilities Task Leader	18	B.S., Civil Engineering, New Mexico State University	Professional Engineer	16205
Chris Perea	Construction Management Task Leader	22	M.S., Civil Engineering, New Mexico State University B.S., Civil Engineering, New Mexico State University	Professional Engineer	13686
Ben Aragon	Survey & Mapping Task Leader	19	B.S., Surveying, New Mexico State University	Professional Surveyor	15268
Robert Garcia	Roadway Task Leader	39	B.S., Civil Engineering, University of New Mexico	Professional Engineer	11408
Russell Stamp	Electrical Task Leader	15	B.S., Electrical Engineering, Rose-Hulman Institute of Technology	Professional Engineer	19737
Brandon Hensley	Mechanical/Plumbing Task Leader	17	ASHRAE/IES 90.1 Energy Code Certification, State of New Mexico		
Andrew Daumueller	Structural Task Leader	5	PhD, Civil/Structural Engineering, New Mexico State University MS, Civil/Structural Engineering, New Mexico State University	Professional Engineer	23135

H. Cost

- Breakdown Pricing for Lodging – Client Manager John Montoya, is a Las Vegas native, and therefore no lodging expense required.
- Miles Traveled, Travel Time, Misc., Travel Expense – These are usually covered by estimated project specific reimbursables and can be negotiated per each specific project fee proposal. We understand that cost is important to the City, which is why we can reduce travel cost are scheduled with on-going projects in the area (i.e. West Las Vegas Schools every other Thursday; therefore, Mr. Montoya can meet Wednesday or Friday making one trip). Regardless, Wilson & Company will accommodate the City's schedule along with City Council meeting(s) with reduced travel expense coordinating with existing clients in the area.

I. Financial

Wilson & Company is in good financial standing with our financial institution Sunflower Bank. Please see the letter listed below for verification.



643 Massachusetts Street, Ste. 1001, Lawrence, KS 66044 • 785.756.0033 • SunflowerBank.com

Date: 2/15/2017

TO WHOM IT MAY CONCERN:

This letter confirms that Wilson & Company, Inc., Engineers & Architects is a customer in good standing of this Bank and in our opinion can meet its business commitments. Wilson & Company, Inc., Engineers & Architects has been a client at this bank for over 20 years.

Sincerely,

Glynis Sheridan  
Market President, Regional Director SVP

## J. Additional Information

### 1. Client Satisfaction

We believe the best testimony to the success that Wilson & Company can provide is found in satisfaction of our past and present clients. Here are a few examples of what our clients have to say about working with us.



## QUESTA INDEPENDENT SCHOOLS

P.O. Box 440  
Questa, NM 87556  
Phone: (575) 586-0421  
Fax: (575) 586-0531


Dear John Montoya,

Over the, almost forty years, that I have been working in school districts across the country I have an occasion to work with many architectural firms on jobs of all sizes. It was not a surprise that I, again, had an opportunity to work with a firm on a significant job that was already in progress. Due to the circumstances surrounding the school district governance and other issues I expected to find a project mired in a lot of unresolved issues.

It was a pleasant surprise to find that the person handling our project was not only well versed in the business of providing architectural services but also was able to work with the associated issues that arose from unusual sources. Your handling of the contractor and sub contractor meetings was superb and the school district benefitted greatly from your aggressive pursuit of being sure that we received value for our investment. I was, personally, very appreciative of the fact that you were accessible and responsive. My confidence was well placed when I realized that there was a constant source of communication and that the problematic issues you uncovered were always accompanied by suggested solutions that were in the best interest of the school district.

It was particularly gratifying to find someone who was very aware of our budgetary constraints and who worked diligently to maintain quality and value at the same time. Our project came in within budget, even though there were several unknown issues that required extra time and resources. We were able to complete our project near the projected date even though some conditions and issues forced us to add time to the timetable and I believe that would not have been possible without your guidance.

John, you have been a true guardian of our resources and have directed our efforts toward the health, safety and welfare of our students and staff. I hope I have an opportunity to talk with your prospective clients as I would like to share with them the many reasons they should consider your firm and you as a true educational partner.

  
J. LOVATO, SUPERINTENDENT  
10/15/2012

“When I hired Wilson & Company to design our new facility, I instructed them to provide our children and community with the Best. They confidently and reliably met the challenge. **When you ask for the BEST - when you demand the BEST - Wilson & Company delivers.**”

Dwain Haynes, Superintendent  
Eunice Municipal Schools

“The Wilson & Company team proved that a project could be built that **exceeded all expectations even when working in the face of adversity.** They delivered successful solutions to all stakeholders associated with the project.”

Jerry Lovato, PE,  
Executive Engineer  
Albuquerque  
Metropolitan Arroyo  
Flood Control Authority

“On behalf of SFPS, I **recommend Wilson & Company**; they will provide excellent customer services, accurate Contract Documents, **strong leadership and responsiveness** which are key elements for successful projects.”

Marisa Ortiz, Project Manager  
Santa Fe Public Schools

K. Campaign Contribution Disclosure Form

Resolution No. 12-24 Adopted on June 27, 2012

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed

Resolution No. 12-24 Adopted on June 27, 2012

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

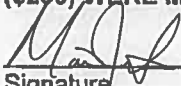
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

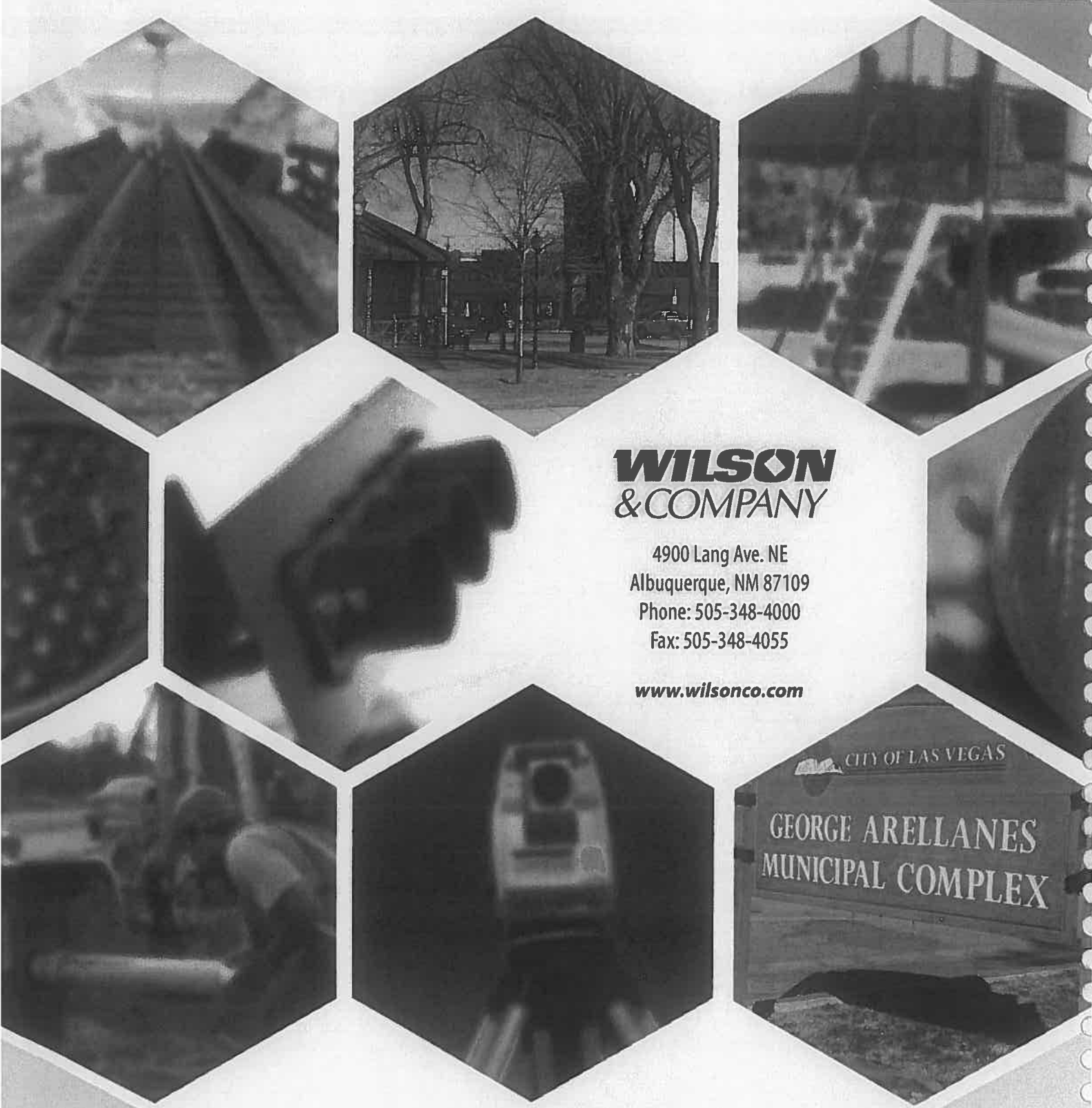
**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

  
\_\_\_\_\_  
Signature

Mario Juarez-Infante

February 27, 2017  
\_\_\_\_\_  
Date

Vice President  
\_\_\_\_\_  
Title (Position)



**WILSON  
& COMPANY**

4900 Lang Ave. NE  
Albuquerque, NM 87109  
Phone: 505-348-4000  
Fax: 505-348-4055

[www.wilsonco.com](http://www.wilsonco.com)

discipline | intensity | collaboration | shared ownership | solutions



# EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Marijn Cordova

DATE: 3/1/17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: Wilson and Company

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	
5. Proximity to Las Vegas New Mexico	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	

NO AFFIDAVIT

# EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: MARIA G. WALKER

DATE: 2/1/17

*DO NOT RANK DUE TO MISSING AFFIDAVIT - NOT QUALIFIED*

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: Wilson - Company

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	
5. Proximity to Las Vegas New Mexico	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Bonito Lujan

DATE: 3-1-17

*Did not include Affidavit.*

### RATING SHEET FOR: Engineering and Architectural Consulting Services

Offeror: Wilson and Company

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – ENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience		
2. Capacity and Capability	<u>30</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas and land use regulations	<u>15</u>	
5. Proximity to Las Vegas New Mexico	<u>30</u>	
	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Shauni J. Muniz

DATE: 3.1.17

**RATING SHEET FOR:  
Engineering and Architectural Consulting Services**

Offeror: Wilson + Company

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – EENGINEERING AND ARCHITECTURAL CONSULTING SERVICE</b>		
1. Personal/Personnel Experience	<u>30</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Famillarity with the City of Las Vegas and land use regulations	<u>30</u>	
5. Proximity to Las Vegas New Mexico	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	

\* Did not include notarized Affidavit.

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 03/02/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 03/15/17

**ITEM/TOPIC:** Award request for bids #2017-17 for the Taos Street Water Line Repair to New Image Construction and enter into agreement.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award bid #2017-17 to New Image Construction and enter into agreement.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed bids for the Taos Street water line repair. The water line underneath Taos Street is leaking and repairing the line will help reduce water loss.

Advertised: January 25, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website  
Bid Opening: February 22, 2017  
Number of Bidders: 6 – TLC Plumbing, Hays Plumbing, Adame Construction, New Image Construction, A.A.C. Construction, Total Contracting, (See attached bid tabulation)  
Funding Source: City Funding  
Budget Line Item: 646-0000-650-8137


**STAFF RECOMMENDATION:** Approval to award bid #2017-17 to New Image Construction and enter into agreement.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the March 14, 2017 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.**

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**TONITA GURULE-GIRON  
MAYOR**

  
\_\_\_\_\_  
**RICHARD TRUJILLO  
CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)**

\_\_\_\_\_  
**PURCHASING AGENT  
(FOR BID/RFP AWARD)**

\_\_\_\_\_  
**H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)**

March 3, 2017

Mr. Marvin Cordova  
Project Manager  
City of Las Vegas  
905 12<sup>th</sup> Street  
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award  
Taos Street Waterline Repair**

LVG163-12

Dear Mr. Cordova:

The City of Las Vegas received six (6) Bids on February 22, 2017 for the Taos Street Waterline Repair. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was New Image Construction Inc. in the amount of \$69,155.69 (as corrected), excluding, NMGRT.

- New Image Construction, Inc. is a registered Contractor in the State of New Mexico, active GF09 and GB98, with License No. 366062. We have verified this information with Contractor Listing Services, Inc. ([www.public.psjexams.com](http://www.public.psjexams.com)).
- The Surety for the Bid Bond is Philadelphia Indemnity Insurance Company NAIC #18058. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$204,752,000.00. We have verified this with the U.S. Department of Treasury's listing of approved Sureties approved to conduct business in the State of New Mexico ([www.fms.treas.gov/c570](http://www.fms.treas.gov/c570)).
- New Image Construction, Inc. and all subcontractors over \$60,000 are registered with the New Mexico Department of Workforce Solutions.
- New Image Construction, Inc. submitted all required Bid Forms.

We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids. Should the City decide to award the project to New Image Construction, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN

  
Jonah Ruybalid, P.E.

JR:ptm

**Enclosures**

**cc: Ms. Maria Gilvarry, City of Las Vegas  
Mr. Clayton Ten Eyck, P.E. Molzen Corbin  
Mr. Douglas Albin, Molzen Corbin**

**BID EVALUATION SUMMARY**

BID DATE: February 22, 2017

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: TAOS STREET WATERLINE CROSSING

	New Image	A.A.C. Construction, LLC	Total Contracting Services, Inc.	Hay's Plumbing & Heating, Inc.	TLC	Adame
Bid Signed?	Yes	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes	Yes
Addenda No. 1 acknowledged?	Yes	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	366062	361394	86999	8243	51429	367697
NMDWFS Registration No.	03025920140321	03058720140922		002369720111209	0191742011629	0022404200110516
Verification of Contractor's License and Classifications per NM Construction Industries	GF09, GB98	GB98, GA98, MM02, GF01, GF03, GF04, GF05, GF07, GF08, GF09	GB98, GF09, MM01	MM98, GB98, GF98, GA01, GF09, E101, ES02	GA98, GB98, GF98, MM98, EE98	GF09, GS04
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	Kelly Utility Field Services a.k.a Kelly Cable of New Mexico, Inc.	No Subs	No Subs	No Subs	I.H.P. Construction, LLC	No Subs
Are subcontractors registered with NMDWFS	Yes	N/A	N/A	N/A	Yes	N/A
Verification of Bid Bond	Philadelphia Indemnity Insurance Company NAIC# 18058 with the underwriting limitation of \$204,752,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Western Surety NAIC# 13188 with the underwriting limitation of \$131,504,000.00	Great American Insurance Company NAIC# 16691 with the underwriting limitation of \$152,110,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid exclusive of NMGR	\$66,100.00	\$79,800.00	\$80,649.00	\$94,500.00	\$97,000.00	\$97,823.00
Resident Contractor- 5% Resident Veteran Contractor	Yes	Yes	Yes	Yes	Yes	Yes
Amount with Preferences	No	No	No	No	No	No
Bid Amount Correct?	\$62,795.00	\$75,810.00	\$76,616.55	\$89,775.00	\$92,150.00	\$92,931.85
	No- \$69,155.69	Yes	Yes	No- \$1,580,500.00	Yes	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.



Bid Tabulation  
Tues Street Waterline Crossing  
City of Las Vegas

Bid Opening: February 23, 2017 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		New Image		A.A.C. Construction, LLC		Total Contracting Services, Inc.		TLC		Adams		Ebay's Plumbing & Heating, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Insurance, and Bonds	LS	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
2	Demobilization and Closeout	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
3	Construction Staking	LS	1	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$9,775.00	\$9,775.00	\$500.00	\$500.00
4	6" PVC Waterline including all Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, Complete in Place	LF	100	\$50.00	\$5,000.00	\$100.00	\$10,000.00	\$48.00	\$4,800.00	\$190.00	\$19,000.00	\$200.00	\$20,000.00	\$98.00	\$9,800.00	\$15,000.00	\$1,500,000.00
5	Horizontal Directional Drill 100' of Possible 6" PVC DR 14 Waterline under the Gallinas Creek including Piping, Connections, Fits, Backfill, Complete in Place	LS	1	\$40,000.00	\$40,000.00	\$30,955.69	\$30,955.69	\$30,000.00	\$30,000.00	\$32,449.00	\$32,449.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00
6	6" gate valve box, Concrete Collar, Complete in Place	EA	2	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$4,000.00	\$8,000.00	\$1,800.00	\$3,600.00	\$3,000.00	\$6,000.00	\$774.00	\$1,548.00	\$1,500.00	\$3,000.00
7	Provide Connection to existing 6" water line, Complete in Place	LS	2	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00	\$4,100.00	\$8,200.00	\$1,000.00	\$2,000.00
8	Clearing and Grubbing 0.1 Acre of Vegetation including Disposal and Reclamation Seeding	LS	1	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$8,700.00	\$8,700.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal				\$66,000.00	\$66,000.00	\$69,155.69	\$69,155.69	\$79,000.00	\$79,000.00	\$80,649.00	\$80,649.00	\$97,000.00	\$97,000.00	\$97,833.00	\$97,833.00	\$1,500,000.00	\$1,500,000.00
Gross Receipts Tax @ 8.3938%				\$5,541.23	\$5,541.23	\$5,806.17	\$5,806.17	\$6,699.85	\$6,699.85	\$6,714.63	\$6,714.63	\$7,335.63	\$7,335.63	\$7,397.86	\$7,397.86	\$132,695.62	\$132,695.62
TOTAL				\$71,541.23	\$71,541.23	\$74,961.86	\$74,961.86	\$85,699.85	\$85,699.85	\$87,363.63	\$87,363.63	\$104,335.63	\$104,335.63	\$105,230.86	\$105,230.86	\$1,713,195.62	\$1,713,195.62
For Ranking Purpose: Resident Contractor PreC. (5%):				Yes: 5%	\$65,697.91	Yes: 5%	\$75,810.00	Yes: 5%	\$76,616.95	Yes: 5%	\$92,150.00	Yes: 5%	\$92,931.85	Yes: 5%	\$1,591,475.00		
For Ranking Purpose: Resident Veteran Contractor PreC. (10%, 8%, 7%):				No		No		No		No		No		No			
BID AMOUNT RANKING AFTER PREFERENCE:				#1		#2		#3		#4		#5		#6			

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (\*)

  
Clayton H. Ten Eyck, P.E. 3/2/17  
Date



## UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

**PROJECT NAME:** Taos Street Waterline Crossing  
**PROJECT NUMBER:** UT-WFD-TSW-2016  
**PROJECT MANAGER:** Benito Lujan

**ENGINEER:** MolzinCorbin  
**CONTRACT NUMBER:** 2673-13

**PROJECT DESCRIPTION:** Repair and connect waterlines on each side of the Gallinas River.

**TIMELINE:** April-June 2017

FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date ('16)	Est. BAL to Expend in '16
City \$ 100,000	Design 10,000	Design \$ 10,000	Design \$ 0
State	Consultant Services \$ 0.00	Egr Services \$ 0.00	Egr Services \$ 8,000
<u>Federal</u>	<u>Construction \$90,000</u>	<u>Const \$0.00</u>	<u>Construction \$ 72,000</u>
Total Funds \$100,000	Total w/ GRT \$100,000	Total w/GRT \$10,000	Total w/GRT \$ 80,000

**BUDGETED AMOUNT:** \$100,000

**LINE ITEM NUMBER:** 646-0000-650-8137

ACTION	DESCRIPTION	DATE
<b>Funding Source</b>	CITY	
<b>Loan/Grant/City</b>	City \$100,000	
	Grant \$	
	Loan \$	
	<b>Total \$100,000</b>	
<b>Authorized Ordinance</b>		
<b>RFP</b>	NA	
<b>Engineering Services Agreement</b>	Contract# 2673-13 Task Order#SRF2911-27 \$	
<b>Engineering Estimate</b>	Total Engineer's Estimate \$	
<b>Bid Document Review</b>	Bid #2017-17	
<b>Advertisement</b>		
<b>Bid Opening</b>	Date 2/22/17	
<b>Bid Tabulation</b>	Contractor TLC Amount \$97,000	
	Contractor HAYS Amount \$94,500	
	Contractor ADAME Amount \$97,823	
	Contractor New Image Amount \$66,100	
	Contractor AAC Amount \$79,800	
	Contractor Total Contracting Amount \$80,649	
<b>Engineer's Recommendation</b>	Contractor New Image	
<b>Staff Recommendation</b>	New Image	
<b>Committee Recommendation</b>		
<b>Council Approval</b>		
<b>Notice To Proceed</b>		

Original Bid

**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 1:00 pm, Feb 22, 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Taos Street water Line Repair


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


Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701


Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Taos Street Water Line Repair, Opening No. 2017-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid 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,

  
 RICHARD TRUJILLO, CITY MANAGER

  
 H. CHICO GALLEGOS, CITY ATTORNEY

  
 CASANDRA FRESQUEZ, CITY CLERK

  
 ANN M. GALLEGOS, FINANCE DIRECTOR

  
 HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-17

Date issued: Jan 13, 2017

Date issued: Jan 13, 2017

Published: Las Vegas Optic Jan 25, 2017  
City website: www.lasvegasnm.gov  
Albuquerque Journal Jan 25, 2017

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER ( ) \_\_\_\_\_

FAX NUMBER ( ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): Taos Street Water Line Repair

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 }

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

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Feb 22, 2017 at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for January, 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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 then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and three (3) copies of Bid documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions 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 in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### NON-EXCLUSION

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

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

Brand 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 specified 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 in the City of Las Vegas.



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

Original Bid

**BID**

**VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Taos Street Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$	\$
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$	\$
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$	\$
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$	\$
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$	\$
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$	\$
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

**TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ \_\_\_\_\_**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

9.02 Contractor License Information:

New Mexico Contractor's License Number \_\_\_\_\_

License Classifications \_\_\_\_\_

New Mexico Department of Workforce Solutions Registration Number \_\_\_\_\_

Federal Identification Number (FEIN #) \_\_\_\_\_

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9.

## Resident Veterans Preference Certification

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.



**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (     ) \_\_\_\_\_

FAX NUMBER: (     ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO. \_\_\_\_\_

BID ITEM(S): \_\_\_\_\_

---

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**BID BOND**

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

BID

Bid Due Date:  
Description (Project Name and Include Location):

BOND

Bond Number:  
Date (Not earlier than Bid due date):  
Penal sum \_\_\_\_\_

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.



**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

\_\_\_\_\_ Date: \_\_\_\_\_

---

*Duplicate, complete, and submit additional sheets as required.*

**CITY OF LAS VEGAS  
PROPOSAL/BID OPENING**

DATE: 22-Feb-2017

OPENING NO.: 2017-17

TIME: 1:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): Taos Street Water Line Repair

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 TLC Plumbing & Utility	97,000.00	✓	✓	✓
Hays Plumbing Heating Inc	94,500.00	✓	✓	✓
2 Adame Construction Inc	97,823.00	✓	✓	✓
New Image Construction	66,100.00	✓	✓	✓
3 AAC Construction LLC	79,800.00	✓	✓	✓
Total Contracting Services Inc	80,649.00	✓	✓	✓
4				
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 Robert Rodilla	Adame Construction Inc.
2 Johnny Manzaneros	New Image Const
3 Douglas W. ALBIN	MAZEN-CARBIN
4 [Signature]	City of Las Vegas
5 [Signature]	City of Las Vegas Purchasing
6 Julie Apodaca	City of Las Vegas [Signature]
7 [Signature]	City of Las Vegas

(use other side of form when full)

ORIGINALS TAKEN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

OPENED BY: FINANCE DEPARTMENT

[Signature] Julie Apodaca  
DATE: 2/22/17

COPIES TAKEN BY: S.F.T.  
DATE: 2-22-17

**CITY OF LAS VEGAS  
PROPOSAL/BID OPENING**

DATE: 22-Feb-2017

OPENING NO.: 2017-17

TIME: 1:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): Taos Street Water Line Repair

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM

COMPANY REPRESENTATIVE	COMPANY NAME
<u>Gary Huffman</u>	<u>TLC Utility</u>
<u>Randy Hays</u>	<u>HAYS P&amp;H</u>
<u>JOSH CHALEZ</u>	<u>TOTAL CONSTRUCTION SERVICES, INC.</u>
<u>Jonah Ruybalid</u>	<u>Molzén Corbin</u>
<u>Andrea Sisnews</u>	<u>A.A.C. Construction, LLC</u>
<u>Andrew Sisnews</u>	<u>A.A.C. Construction, LLC</u>

(use other side of form when full)

ORIGINALS TAKEN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

OPENED BY: FINANCE DEPARTMENT  
DATE: \_\_\_\_\_

COPIES TAKEN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

TLC Plumbing

1:23 pm  
la

**BID FORM**

102 2 2 2017

**PROJECT IDENTIFICATION: Taos Street Waterline Repair**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 -- BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 4,000.-	\$ 4,000.-
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$ 200.-	\$ 20,000.-
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$ 40,000.-	\$ 40,000.-
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$ 3,000.-	\$ 6,000.-
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$ 2,500.-	\$ 5,000.-
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$ 10,000.-	\$ 10,000.-
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

**TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 97,000.-**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
  2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
  3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
  4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
  5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
  6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
  7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.



For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 -- BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)


Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: TLC Company Inc. (SEAL)


State of Incorporation: New Mexico

Type (General Business, Professional Service, Limited Liability): GB

By: X   
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Dale Armstong

Title: President  
(CORPORATE SEAL)

Attest X 

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 5000 Edith Blvd NE  
Albuquerque, NM 87107

Phone No. 505-761-9696 Fax No. 505-761-5559

E-mail tcovel@tlcplumbing.com

SUBMITTED on February 22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 51429

License Classifications GA98, GB98, GF98, MM98, EE98

New Mexico Department of Workforce Solutions Registration Number 0191742011629

Federal Identification Number (FEIN #) 85-0410487

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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**

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0410487

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-226090-000

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

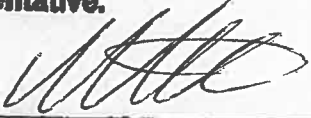
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

X   
\_\_\_\_\_  
Signature

February 22, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title (Position)



## 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

**BIDDER:** TLC Company Inc.

**AUTHORIZED AGENT:** Dale Armstrong - President

**ADDRESS:** 5000 Edith Blvd NE, Albuquerque, NM 87107

**TELEPHONE NUMBER:** (505 ) 761-9696

**FAX NUMBER:** ( 505 ) 761-5559

**DELIVERY:** \_\_\_\_\_

**STATE PURCHASING RESIDENT CERTIFICATION NO:** L0057474000

**NEW MEXICO CONTRACTORS LICENSE NO.** 51429 GA98, GB98, GF98, MM98, EE98

**BID ITEM(S):** \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

**STATE OF** New Mexico }

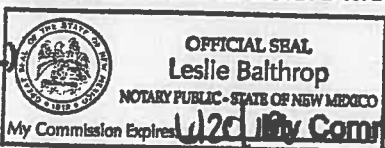
**COUNTY OF** Bernalillo }

I, Dale Armstrong, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

X *[Signature]*  
Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.

(SEAL)



*[Signature]*  
Notary Public Signature  
Commission Expires: June 20, 2018

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. **"Campaign Contribution"** includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**BID BOND**

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

TLC Company, Inc.  
5000 Edith NE  
Albuquerque, NM 87107

**SURETY (Name and Address of Principal Place of Business):**

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**

**Bid Due Date:** February 22, 2017

**Description (Project Name and Include Location):** Taos Street Waterline Repair. Las Vegas, NM.

**BOND**

**Bond Number:** Bid Bond

**Date (Not earlier than Bid due date):** February 22, 2017

**Penal sum** \*\*\*Five Percent (5%) of Amount Bid\*\*\*

(Words)

(\$ -----5%-----)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

TLC Company, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Dale Armstrong

Print Name

President

Title

Attest:

Signature

Estimator

Title

**SURETY**

Great American Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

David C. Mitchie

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Client Service Agent

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

**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 SIX

No. 0 14737

**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, each individually if more than one is named, 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, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; 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.

Name	Address	Limit of Power
THOMAS M. PADILLA	SUSAN D. MARTIN	ALL
SHIRLEY A. TALLEY	E. LARRY LUJAN	\$100,000,000.00
DAVID C. MITCHIE	MICHAEL BYRD	
	ALL OF ALBUQUERQUE, NEW MEXICO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

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 DECEMBER, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of DECEMBER, 2015, before me personally appeared DAVID C. KITCHIN, 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 Commission Expires 05-18-2020

*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 22nd day of Feb., 2017



*Atty L C B*  
Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.



LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Directional Drilling  
Estimated Value of Work 15,000.-  
Subcontractor's Name I. H. P. Construction, LLC  
Business Address 104 Fire Station Road  
Los Lunas, NM 87031  
Phone Number 505-620-3992  
E-mail Address shad@ihpconstruction.com  
Federal Identification No. (FEIN #) 454524309  
New Mexico Contractor's License No. 373460  
License Categories GF9, GB98  
New Mexico Dept. of Workforce Solutions Registration No. 03044420140622  
(list only if value of work is in excess of \$60,000)

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

X



Date: February 22, 2017

---

*Duplicate, complete, and submit additional sheets as required.*



**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-2017**

Certificate Number:

**L0057474000**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Bill W. Richardson  
Governor

Edward J. Lopez  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

Lisa D. Martinez  
Director

*This is to certify that:* **TLC PLUMBING & UTILIFY**  
**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(s) of:*

**EE98, EL01, GA01, GA98, GB98, GF02, GF04, GF08,**

*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**

*Signature of Contractor*

*Signature of Director*  
**Lisa D. Martinez**  
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.

# *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: 4/7/2016**

**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>**



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.

[Signature] Ronald Burnett, Secretary

[Signature] Dale Armstrong, Shareholder

1-23-07 Date

[Signature] Ronald Burnett, Shareholder

1-23-07 Date

[Signature] Rhonda D Ballard Notary

My commission expires:

Jan 23, 2010

Hays Plumbing

**BID**

**VETERANS**

## BID FORM

PROJECT IDENTIFICATION: Taos Street Waterline Repair

### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

### ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>2/16/17</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 500.00	\$ 500.00
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$ 150.00	\$ 15,000.00
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$ 60,000.00	\$ 60,000.00
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$ 1,500.00	\$ 3,000.00
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$ 500.00	\$ 1,000.00
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$ 3,000.00	\$ 3,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

**TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 94,500.00**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

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

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Gordon Hays  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President  
(CORPORATE SEAL)

Attest: [Signature]

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 600 Railroad Ave. Las Vegas, New Mexico 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hay\_plumbing@hotmail.com

SUBMITTED on February 22, 20 17.

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

License Classifications MM-98, GB-98, GF-98, GA-01, GF-09, F101, FS02

New Mexico Department of Workforce Solutions Registration Number 002369720111209

Federal Identification Number (FEIN #) 85-0168958

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

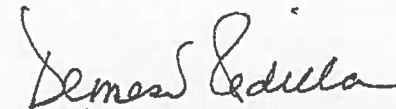
Issued to: **HAYS PLUMBING & HEATING INC**

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

Expires: **11-Feb-2018**

Certificate Number:

**L1311969232**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 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 a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 01-705574-001

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**


STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays  
Signature

Subscribed and sworn to before me, this 22 day of February, 2017.

(SEAL)  OFFICIAL SEAL  
**Carla Rubio** Notary Public Signature  
My Commission Expires: 6-15-19  
STATE OF NEW MEXICO  
My Commission Expires: 6-15-19

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

**N/A**

\_\_\_\_\_  
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 Hoag*  
\_\_\_\_\_  
Signature

2/22/2017  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title (Position)



**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
    Business Address \_\_\_\_\_  
\_\_\_\_\_  
    Phone Number \_\_\_\_\_  
    E-mail Address \_\_\_\_\_  
    Federal Identification No. (FEIN #) \_\_\_\_\_  
    New Mexico Contractor's License No. \_\_\_\_\_  
        License Categories \_\_\_\_\_  
    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
    (list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
    Business Address \_\_\_\_\_  
\_\_\_\_\_  
    Phone Number \_\_\_\_\_  
    E-mail Address \_\_\_\_\_  
    Federal Identification No. (FEIN #) \_\_\_\_\_  
    New Mexico Contractor's License No. \_\_\_\_\_  
        License Categories \_\_\_\_\_  
    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
    (list only if value of work is in excess of \$60,000)

---

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

Gordon Hay Date: 2/22/2017

---

*Duplicate, complete, and submit additional sheets as required.*

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):  
Hays Plumbing and Heating, Inc.  
PO Box 1420  
Las Vegas, NM 87701-1414

**SURETY** (Name and Address of Principal Place of Business):  
Western Surety Company  
333 S. Wabash Ave, 41st Floor  
Chicago, IL 60604

**OWNER** (Name and Address):  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: February 22nd, 2017  
Description (Project Name and Include Location): Taos Street Waterline Repair

**BOND**  
Bond Number: BID  
Date (Not later than Bid due date): February 22nd, 2017  
Penal sum Five Percent Of The Amount Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**  
Hays Plumbing and Heating, Inc. (Seal)  
Bidder's Name and Corporate Seal  
By: Gordon Hays  
Signature  
Gordon Hays  
Print Name  
President  
Title

Attest: [Signature]  
Signature  
Witness  
Title

**SURETY**  
Western Surety Company (Seal)  
Surety's Name and Corporate Seal  
By: [Signature]  
Signature (Attach Power of Attorney)  
Maria Y. Ankeny  
Print Name  
Attorney-In-Fact  
Title

Attest: [Signature]  
Signature  
Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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

**Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, 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, underakings 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 10th day of June, 2015.



WESTERN SURETY COMPANY

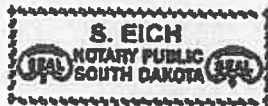
*Paul T. Brufat*

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Brufat, 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  
February 12, 2021



*S. Eich*

S. Eich, 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 22nd day of February, 2017.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

*Adame Construction*

**BID**

**VETERANS**



**BID FORM**

PROJECT IDENTIFICATION: Taos Street Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u>          </u>	<u>                  </u>
<u>          </u>	<u>                  </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 9775 <sup>00</sup>	\$ 9775 <sup>00</sup>
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$ 98 <sup>00</sup>	\$ 9800 <sup>00</sup>
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$ 50,000 <sup>00</sup>	\$ 50,000 <sup>00</sup>
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$ 774 <sup>00</sup>	\$ 774 <sup>00</sup>
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$ 4100 <sup>00</sup>	\$ 8200 <sup>00</sup>
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$ 6500 <sup>00</sup>	\$ 6500 <sup>00</sup>
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 97,823<sup>00</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

2. "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;
3. "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; and
4. "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.

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TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 97,823<sup>00</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Adame Construction Inc, (SEAL)

State of Incorporation: New Mexico  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Juan C. Adame President  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): JUAN C ADAME

Title: President  
(CORPORATE SEAL)

Attest Robt L Padilla



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address Adrae Construction Inc.

13 Bonita Vista Blvd Los Lunas, N.M. 87103

Phone No. 505-973-0348 Fax No. None

E-mail AdraeConstNM@hotmail.com

SUBMITTED on 2-21, 2017.



9.02 Contractor License Information:

New Mexico Contractor's License Number 367697

License Classifications GF09 GS04

New Mexico Department of Workforce Solutions Registration Number 502240420110516

Federal Identification Number (FEIN #) 270278286

**ARTICLE 10 - PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? YES Attached

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

W/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

270278286

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

03-194703-00-4

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Adams Construction Inc,  
 AUTHORIZED AGENT: Juan C Adams President  
 ADDRESS: 13 Bonita Vista Blvd Las Lunas, N.M. 87103  
 TELEPHONE NUMBER: (505) 573-0348  
 FAX NUMBER: ( ) NONE  
 DELIVERY: By Hand  
 STATE PURCHASING RESIDENT CERTIFICATION NO: L1182922288  
 NEW MEXICO CONTRACTORS LICENSE NO. 367697  
 BID ITEM(S): All as General

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

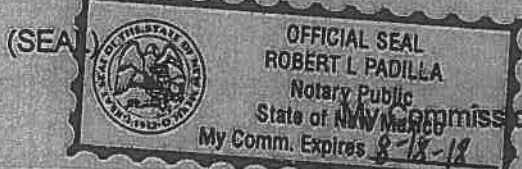
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
 COUNTY OF Valencia }

I, Juan Adams, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Juan C Adams  
 Signature

Subscribed and sworn to before me, this 21 day of February, 2017.



Robert L. Padilla  
 Notary Public Signature  
 My Comm. Expires: August 18, 2018

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.



"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: JONE

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title (Position) \_\_\_\_\_

-OR-

**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.**

Signature James P. Calawa

Date 2-21-17

Title (Position) President

Adame Construction Inc,

13 Bonita Vista Blvd

Las lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

#### Work, Contract Experience

Gravity sewer main, pipe bursting, vacuum system, slip line, 1 install pipe bursting pipe In Santa fe NM, Ruidoso NM, Espanola NM, Omaha Nebraska , Green Bay, Wisconsin any questions call super intendant

Mike Rocco (505)400-7520

New Image Construction

Chimayo NM 6" water line \$350,000 just finished 2009

Ribera NM

Rober Manzanaras (505)944-6773

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Samcon Construction

Lordburg NM 6" and 10"-pvc water line, contract price \$250,000 to 400,000

Job completed 2009

Chuch Martinez (505)271-2025

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AUI INC

Angel Fire 6" water line \$288,000 job completed 2010

Marshall Vickers (505)975-700

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YAH-TA-HEY WATER AND SANITATION

WATER SYSTEM IMPROVEMENTS 6" WATERLINE \$605,000

EDWARD GONZALES ENGINEER 505-870-0497 COMPLETE 2/14/14

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdameCONSTNM@hotmail.es**

**Lic# 367697**

**Samcon Construction**

**Carlsbad NM 8" water line \$75.000**

**Job completed 2011**

**Chuck Martinez (505)271-2025**

**City Hobbs NM**

---

**8" sewer line and 1" water services \$140.000 job completed 2012**

**Todd Randall City Engineer**

**(575)397-9237**

**City Santa Fe**

---

**Highschool track & field**

**Lone Mountain Contracting Inc**

**Strom sewer line 36" 42" 48" \$80,000 job completed 2012**

**Don or Tiffany Gutierrez General superintendent (505)869-2996**

---

**City Roswell NM**

**8" sewer 4" service 4' MH \$165.700 job completed 2012**

**Luis Najjar City Engineer**

**(575)910-6477**

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdameCONSTNM@hotmail.es

Lic# 367697

Pueblo of Cochiti

Sewer main, sewer service line & water service line

6" W.L & 8" sewer line \$48,000

Completed may 2013

Leonard Brown Engineer

(505)946-9582 (505-870-0497)

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02/14/2014

EAGLE NEST, NM

WATER METERS REPLACEMENT PROJECT

Replacement 207 meters remove and install

\$350,000.00

Cody Sipes Engineer

(505)649-7307

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Nogal Mutual Domestic Water Consumers Association (MDWCA) Nogal, NM

6" 8" waterline pvc, 14" Casing, 3/4" water services

Completed 04/04/15 \$438,837.00

Eddie C. Livingston, MSCE, P.E.

Dennis Engineering (505-430-8588)

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdameCONSTNM@hotmail.es**

**Lic# 367697**

**Nogal N.M. WATER SYSTEM IMPROVEMENTS**

**ALONG US HIGHWAY 64 NM 58 TO 60**

**8" water line, ¾ water services**

**Completed 11/10/2015**

**\$730,000**

**Robert A Echol, JR., P.E.**

**Engineer Dennis Engineering (505)327-3303**

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**Village of Tijeras, N.M.**

**12" water line, 8" water line, ¾ water services, Fire hydrants , Water main tie ins**

**Completed 03/17/2016, \$750.000.00**

**Molzen Corbin Engineers 505-242-5700**

**Scout Mendenhall, P.E**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**City of Roswell, N.M. sewer, manholes IMPROVEMENTS**

**sewer, manholes by pass IMPROVEMENTS**

**Completed 7-12-2016**

**\$60,000**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Aztec, N.M. WATER SYSTEM IMPROVEMENTS**

**Hampton Arroyo Crossing**

**12" water line**

**Completed 6/1/16 Rudy Zohnie 505-334-7680**

**\$46,000**

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M.

INSTALL BUTTERFLY VALVE \$86,000

48" CCP WATERLINE REMOVE AND REPAIR,

COMPLETED 7/12/16 Luis Najjar 575-910-6477

\$113,000

---

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Gameco, N.M. WATER SYSTEM IMPROVEMENTS

ALONG US HIGHWAY 64 NM 58 TO 60

8" water line, ¾ water services

Completed 10/12/16 Edward Gonzalez 505-870-0497

\$520,000

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdameCONSTNM@hotmail.es**

**Lic# 367697**

**Village of Chymayo, N.M.**

**8" water line, ¾ water services, Fire hydrants , Water main tie ins, directional 12" bore**

**Complete by 12/17/2016, \$620,000.00**

**Molzen Corbin Engineers 505-242-5700**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamCONSTNM@hotmail.es**

**Lic# 367697**

**Village of Santa Clara, N.M.**

**6" water line, ¾ water services, Fire hydrants , Water main tie ins, arroyo crossing and major tank line tie ins.**

**Complete by 3/17/2017, \$357,337.00**

**Pete Torres 575-313-5551**



OFFICE OF THE SECRETARY OF STATE  
NEW MEXICO

*Certificate of Good Standing and Compliance*

IT IS HEREBY CERTIFIED THAT:

ADAME CONSTRUCTION INC.

4166005

A corporation organized 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 1975) having filed its Articles Of Incorporation on April 29, 2009 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate 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 entities financial condition or business activities and practices.

This good standing status expires on March 15, 2016

Certificate issued on July 31, 2014

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.



A handwritten signature in black ink, appearing to read "Diana J. Duran".

Diana J. Duran  
Secretary of State

# Certificate of Contractor Registration

New Mexico  
Department of Workforce Solutions

OFFICIALS

This is to certify that

**Adame Construction Inc.**

13 BONITA VISTA BLVD

LOS LUNAS, NM, 87031-7810

has registered with the Department of Workforce Solutions

**Registration Date: 5/10/2016**

**Registration Number: 002240420110516**

**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

**STATE OF NEW MEXICO.**  
**CONSTRUCTION INDUSTRIES DIVISION**

**ADAME CONSTRUCTION, INC**

LICENSE NUMBER

**367697**

Qualifying Party(S)

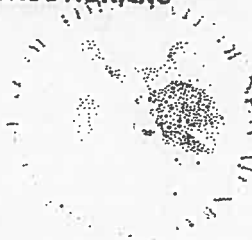
**ADAME JUAN**

EXPIRES

**11/30/2019**

CLASSIFICATION(S)

**GF19, GS04**



CREATED

The state of New Mexico is a sovereign state in the southwestern United States.

**ADAME CONSTRUCTION INC**  
13 BONITA VISTA BLVD  
LOS LUNAS, NM 87031-7810

July 12, 2016  
CRS: 03-194703-00-4  
Letter ID: L1687566896

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT**  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>30-Jul-2010</b>	IDENTIFICATION NUMBER <b>03-194703-00-4</b>	Business Start Date <b>27-Jul-2010</b>
Business Location <b>10 EDEAL RD</b>		Business End Date
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-6704</b>
Taxpayer Name <b>ADAME CONSTRUCTION INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>ADAME CONSTRUCTION INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>13 BONITA VISTA BLVD</b>		
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-7810</b>

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

Division Director Tax Administration

By *Ron L. Scott*

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

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT**  
**REGISTRATION CERTIFICATE**

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Taxpayer Name <b>ADAME CONSTRUCTION INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>ADAME CONSTRUCTION INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>13 BONITA VISTA BLVD</b>		
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-7810</b>

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THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

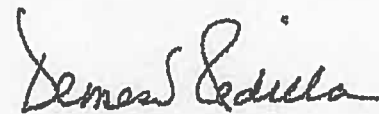
Issued to: **ADAME CONSTRUCTION INC**

DBA: **ADAME CONSTRUCTION INC**  
**13 BONITA VISTA BLVD**  
**LOS LUNAS, NM 87031-7810**

Expires: **11-Jul-2019**

Certificate Number:

**L1182922288**



**Demesia Padilla, CPA, Cabinet Secretary**

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

Adame Construction, Inc.  
 13 Bonita Vista Blvd  
 Los Lunas, NM 87031

**SURETY** (Name and Address of Principal Place of Business):

Granite Re, Inc.  
 14001 Quailbrook Dr.  
 Oklahoma City, OK 73134

**OWNER** (Name and Address):

City of Las Vegas  
 1700 North Grand Avenue  
 Las Vegas, NM 87701

**BID**

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): Taos Street Waterline Repair  
 Las Vegas, NM

**BOND**

Bond Number: BID

Date (Not later than Bid due date): February 22, 2017

Penal sum Five Percent Of The Amount Bid

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Adame Construction, Inc.

Bidder's Name and Corporate Seal

By:

*Juan C. Adame*  
 Signature

Juan C. Adame

Print Name

President

Title

Attest:

*Robert L. Padilla*  
 Signature

*Notary*  
 Title

**SURETY**

Granite Re, Inc.

Surety's Name and Corporate Seal

By:

*Susan J. Vance*  
 Signature (Attach Power of Attorney)

Susan J. Vance

Print Name

Attorney-In-Fact

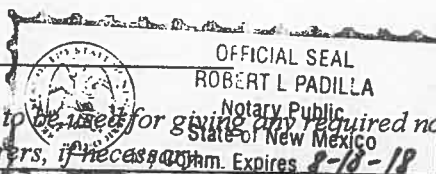
Title

Attest:

*Susan J. Vance*  
 Signature

Witness

Title



Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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 OKLAHOMA 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; SUSAN J. VANCE 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; SUSAN J. VANCE 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 Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA     )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



\_\_\_\_\_  
Kenneth D. Whittington, President

\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma 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 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  
22<sup>nd</sup> day of February, 2017



\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER:

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

BID

Bid Due Date:  
Description *(Project Name and Include Location)*:

BOND

Bond Number:  
Date *(Not earlier than Bid due date)*:  
Penal sum \_\_\_\_\_

(Words)

\$ \_\_\_\_\_

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

*New Image*

**BID**

**VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Taos Street Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 1,100	\$ 1,100
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$ 100.00	\$ 10,000.00
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$ 30,955. <sup>69</sup>	\$ 30,955. <sup>69</sup>
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$ 800.00	\$ 1,600.00
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$ 1,500.00	\$ 3,000.00
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$ 10,000.00	\$ 10,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 66,100.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: New Image Construction INC (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): Contractor

By: Johnny Marzanates  
(Signature attach evidence of authority to sign)

Name (typed or printed): Johnny Marzanates

Title: President / Owner  
(CORPORATE SEAL)

Attest: Margaret Marzan



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address HCR 72 Box 5

Ribera, NM 87560

Phone No. (505) 699-0166 Fax No. (575) 421-1222

E-mail newimagemanzan@aol.com

SUBMITTED on Feb. 22, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 366067

License Classifications GF09-GB98

New Mexico Department of Workforce Solutions Registration Number 03025920140321

Federal Identification Number (FEIN #) 80-0568873

**ARTICLE 10 - PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0568873  
SOCIAL SECURITY NUMBER: 525-21-6364

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03186160001

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.



BIDDER INFORMATION

BIDDER: New Image Construction INC.  
 AUTHORIZED AGENT: Johnny Manzanares  
 ADDRESS: HCR 72 Box 5 Ribera, NM 87560  
 TELEPHONE NUMBER: 505 699-0166 (575) 421-2822  
 FAX NUMBER: (575) 421-1222  
 DELIVERY: N/A  
 STATE PURCHASING RESIDENT CERTIFICATION NO: L0968241200  
 NEW MEXICO CONTRACTORS LICENSE NO. 366062  
 BID ITEM(S): N/A

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


AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
 COUNTY OF San Miguel }

I, Johnny Manzanares, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
 Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.

 OFFICIAL SEAL  
 Deborah K Sanchez  
 NOTARY PUBLIC  
 STATE OF NEW MEXICO  
 My Commission Expires: 10-27-20

[Signature]  
 Notary Public Signature  
 My Commission Expires: 10-27-20

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

  
\_\_\_\_\_  
Signature

Feb. 22, 2017  
\_\_\_\_\_  
Date

President/ Owner  
\_\_\_\_\_  
Title (Position)

**BID BOND**

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):** New Image Construction Inc.  
HCR 72 Box 5  
Ribera, New Mexico 87560

**SURETY (Name and Address of Principal Place of Business):** Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004

**OWNER:**  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: 2/22/17  
Description (Project Name and Include Location): Taos Street Waterline Repair

**BOND**  
Bond Number: TBD  
Date (Not earlier than Bid due date): 2/22/17  
Penal sum Five Per-Cent (5%) of Amount Bid \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER** New Image Construction Inc.

**SURETY** Philadelphia Indemnity Insurance Company

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By: \_\_\_\_\_

Signature

Johnny Manzanera  
Print Name

President  
Title

Attest: \_\_\_\_\_

Signature

Witness  
Title

By: \_\_\_\_\_

Signature (Attach Power of Attorney)

Tracy L. Duran  
Print Name

Attorney-in-Fact  
Title

Attest: \_\_\_\_\_

Signature

Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGENT'S AFFIDAVIT

To Be Filled in by Agent

STATE OF New Mexico

COUNTY OF Bernalillo

Tracy L. Duran being first duly sworn, deposes and says That he/she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify New Image Construction Inc. in connection with the construction of City of Las Vegas Waterline Projects dated the 22nd day of February 20 17, executed by Contractor, as principal, and, as surety, signed by This Deponent; and Deponent further states that said bond was written, Signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 22nd day of February 20 17

*Veronica Gilbert*

*Tracy L. Duran*

Notary Public My Commission Expires

3/25/2018

Agent's Address

2116 Vista Oeste NW Bldg. 5

Albuquerque, New Mexico 87120

505 923 9922



PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Power of Attorney

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

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

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

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

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

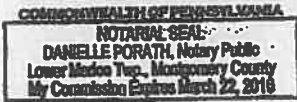
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

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

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



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22<sup>nd</sup> day of FEBRUARY, 2013.



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



**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Horizontal Directional Drilling  
Estimated Value of Work \$ 30,000  
Subcontractor's Name Kelly Utility Field Services  
Business Address 6901 Reading Ave SE  
Albuquerque NM 87105  
Phone Number (505) 343-1144  
E-mail Address KCampbell@kellycorpnm.com  
Federal Identification No. (FEIN #) 74-248-1268  
New Mexico Contractor's License No. 27786  
License Categories ES08- GA02-EL01- ES03- ES06- ES07- GS09  
New Mexico Dept. of Workforce Solutions Registration No. 002312720110831  
(list only if value of work is in excess of \$60,000)

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Signature of Authorized Representative for BIDDER:

 \_\_\_\_\_

Date: 2-22-17

---

*Duplicate, complete, and submit additional sheets as required.*

## Work experience for Johnny Manzanares

I have an extensive experience of twenty-three years as a general contractor. I have a variety of construction site experience including insights of inspection codes and standards, building work, concrete, remodels, equipment maintenance, and OSHA Construction site safety regulations.

Additionally, I have utility work experience which consists of, water mains, sewer mains, gravity sewer main, and forced sewer mains. As a foreman on all projects listed above, I have managed a significant amount of utility and commercial construction projects. Please review the attached work experience and projects, which were completed under my supervision.

<b>Owner's Name, Address &amp; Phone No.</b>	<b>Design Engineer's Name</b>	<b>Project Title</b>
San Miguel County 500 West National Ave. Suite 200 Las Vegas, NM 87701	Soleil West Kevin Balciar 11930 Menaul NE Suite 109 Albuquerque, NM 87112	El Pueblo Fire Station
Pueblo of Picuris Picuris Pueblo, NM 87553	IHS Engineering Elexandria Bileen 505-946-9585	Picuris Pueblo Sewer Main
County of McKinley P.O. Box 70 Gallup, NM 87303,0070	DePauli Engineering & Surveying, LLC. P.O. Box 876, 307 S. 4 <sup>th</sup> Street Gallup, NM 87301 863-5440	Water well and storage. Tank Vander wagon Fire station
Pueblo of Tesuque Route 42 Box 360-T Santa Fe, NM 87506	IHS Engineering Elexandria Bileen 505-946-9585	Pueblo of Tesuque Sewer Main Rehabilitation
City of Moriarty P.O. Box 130 201 Broadway S. Moriarty, NM 87035	Molzen Corbin John M. Provine, PE 2701 Miles Road. SE Albuquerque, NM 87106 505-242-5700	City of Moriarty Airport Sewer Extension
City of Tucumcari 215 East Center Street Tucumcari, NM 88401	Forsgren Associates Inc. Jennifer M. Walters, PE Project Manager 4110 Cutler Avenue NE. Suite 100 Albuquerque, NM 87110 505-814-2796 505-453-6046	City of Tucumcari Fixed Base Advanced
El Valle De Los Ranchos Water and Sanitation District P.O. Box 2717 #8 Miranda Canyon Road Ranchos De Taos, NM 87557	Abeyta Engineering, Inc. Alex R. Abeyta, PE 209-D Camino De La Merced Taos, NM 87571 575-737-0377	El Valle De Los Ranchos Water and Sanitation District Water Improvements Phase 3A
City of Las Vegas Las Vegas, New Mexico	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	Las Vegas Landfill Corrective Measures and Closure Project

<p>El Valle San Miguel Del Vado</p>	<p>Engineers Inc. Wayland Oliver 1601 Camino Del Coronado Tucumcari, NM 88401 575-461-0181</p>	<p>El Valle San Miguel Del Vado</p>
<p>City of Las Vegas Las Vegas, NM 87701</p>	<p>Paul Kennedy Souder Miller 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211</p>	<p>City of Las Vegas Peterson Pump Back Project</p>
<p>Village of Eagle Nest P.O. Box 168 Eagle Nest NM, 87718</p>	<p>Dennis Engineering Co. Tappan Mahoney, PE P.O. Box 909 21 Main Street Suite 201 Edgewood, NM 87015</p>	<p>Village of Eagle Nest Water System Improvements Phase II</p>



STATE OF NEW MEXICO  
Taxation and Revenue Department



Susana Martinez  
Governor

Demesia Padilla, CPA  
Secretary

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

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

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
REGISTRATION CERTIFICATE

Date ID Issued <b>01-Apr-2010</b>	IDENTIFICATION NUMBER <b>03-186160-00-1</b>	Business Start Date <b>11-Mar-2010</b>
Business Location <b>6 COUNTY RD B58</b>		Business End Date
City and State <b>RIBERA, NM</b>		Zip Code <b>87510</b>
Taxpayer Name <b>NEW IMAGE CONSTRUCTION, INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>NEW IMAGE CONSTRUCTION, INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>HC 72 BOX 5</b>		
City and State <b>RIBERA, NM</b>		Zip Code <b>87560-9601</b>

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

Division Director Tax Administration

By Ron L. Scott

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

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
REGISTRATION CERTIFICATE

Date ID Issued <b>01-Apr-2010</b>	IDENTIFICATION NUMBER <b>03-186160-00-1</b>	Business Start Date <b>11-Mar-2010</b>
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Firm Name <b>NEW IMAGE CONSTRUCTION, INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>HC 72 BOX 5</b>		
City and State <b>RIBERA, NM</b>		Zip Code <b>87560-9601</b>

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Division Director Tax Administration

By Ron L. Scott

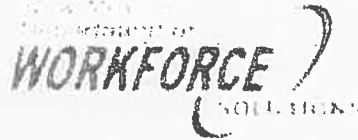
Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE



# *Certificate of Contractor Registration*



This is to certify that

**New Image Construction Inc.**

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

**Registration Date: 2/25/2016**

**Registration Number: 03025920140321**

**This certificate 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>**

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

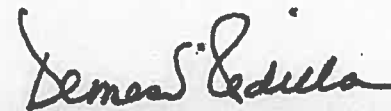
## RESIDENT CONTRACTOR CERTIFICATE

Issued to: **NEW IMAGE CONSTRUCTION, INC**  
DBA: **NEW IMAGE CONSTRUCTION, INC**  
**HC 72 BOX 5**  
**RIBERA, NM 87560-9601**

Expires: **11-Sep-2018**

Certificate Number:

**L0968241200**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO**

**CONSTRUCTION INDUSTRIES DIVISION**

**NEW IMAGE CONSTRUCTION, INC.**

LICENSE NUMBER

**366062**

Qualifying Party(S)

**MANZANARES JOHNNY  
MANZANARES JOHNNY**

EXPIRES

**06/30/2019**

CLASSIFICATION(S)

**GEN. BTR**



*[Signature]*  
DIRECTOR

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

HAC Construction

**BID**  
**VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Taos Street Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u>          </u>	<u>                  </u>
<u>          </u>	<u>                  </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 5,000	\$ 5,000.00
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$ 48	\$ 4,800.00
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$ 30,000	\$ 30,000.00
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$ 4,000	\$ 8,000.00
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$ 5,000	\$ 10,000.00
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$ 10,000	\$ 10,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 79,800.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.



For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: A.A.C. Construction, LLC (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Andrew Sinneros

Title: Managing Member  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Signature)

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 18 La Luna Rd

Santa Fe, NM 87507

Phone No. (505) 930-0481 Fax No. (505) 473-4787

E-mail Andrew@CNSP.net

SUBMITTED on 2-22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 361394

License Classifications GB-9B, GA-9B, MM-02, GF-01, 03, 04, 05, 07, 08, 09.

New Mexico Department of Workforce Solutions Registration Number 03058720190922

Federal Identification Number (FEIN #) 80-0371646

**ARTICLE 10 - PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0371646  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-157349-00-5

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: A. A. C. Construction, LLC

AUTHORIZED AGENT: Andrew Sisneros

ADDRESS: 18 La Luna Rd, Santa Fe, NM 87507

TELEPHONE NUMBER: (505) 930-0481

FAX NUMBER: (505) 473-4787

DELIVERY: Las Vegas, New Mexico

STATE PURCHASING RESIDENT CERTIFICATION NO: L1795559376

NEW MEXICO CONTRACTORS LICENSE NO. 361394

BID ITEM(S): 1 - thru - 9

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

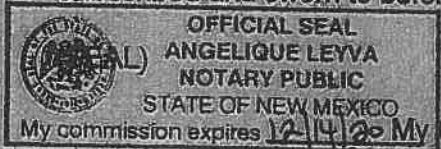
STATE OF New Mexico }

COUNTY OF Santa Fe }

I, Andrew Sisneros, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature

Subscribed and sworn to before me, this 22<sup>nd</sup> day of February, 2017.



[Signature]  
Notary Public Signature

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

  
\_\_\_\_\_  
Signature

2-22-17  
\_\_\_\_\_  
Date

Managing Member  
\_\_\_\_\_  
Title (Position)

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

A.A.C. Construction, LLC  
18 La Luna Rd.  
Santa Fe, NM 87507

**SURETY (Name, and Address of Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Dr.  
Oklahoma City, OK 73134

**OWNER (Name and Address):**

City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701-4731

**BID**

Bid Due Date: February 22nd, 2017

Description (Project Name— Include Location): Taos Street Waterline Repair

**BOND**

Bond Number: BID

Date: February 22nd, 2017

Penal sum Five Percent Of The Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

A.A.C. Construction, LLC (Seal)

Bidder's Name and Corporate Seal

**SURETY**

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By:

  
Signature

Andrew Sisneros

Print Name

Managing Member

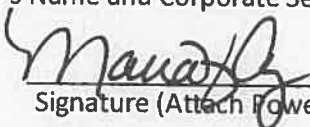
Title

Attest:

  
Signature

Title witness

By:

  
Signature (Attach Power of Attorney)

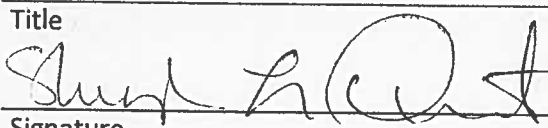
Maira Y. Ankeny

Print Name

Attorney-In-Fact

Title

Attest:

  
Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# *Certificate of Contractor Registration*



This is to certify that

**A.A.C. Construction, LLC**

18 LA LUNA RD

SANTA FE, NM, 87507-4312

has registered with the Department of Workforce Solutions

**Registration Date: 9/16/2016**

**Registration Number: 03058720140922**

**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>**



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

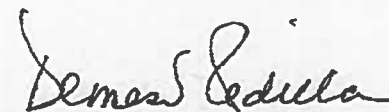
Issued to: **A.A.C. CONSTRUCTION, LLC**

DBA: **A.A.C. CONSTRUCTION, LLC**  
**18 LA LUNA RD**  
**SANTA FE, NM 87507-4312**

Expires: **17-Feb-2018**

Certificate Number:

**L1795559376**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO**

CONSTRUCTION INDUSTRIES DIVISION

**A.A.C. CONSTRUCTION, LLC.**

LICENSE NUMBER:

**361394**

Qualifying Party(S)  
**SISNEROS ANDREW**



EXPIRES

**05/31/2018**

CLASSIFICATION(S):

~~GB02~~ GB92 GF01 GF02  
GF04 GF05 GF07 GF08  
GF09 MM02

**CONSENT AND APPROVAL OF ACTION OF THE SOLE  
MEMBER OF A.A.C. CONSTRUCTION, LLC FOR 2013**

THE UNDERSIGNED, being the sole Member of A.A.C. Construction, LLC (the "Company"), hereby ratifies and approves the following resolutions:

**RESOLVED;** that it is in the intent of the Company to maintain the present membership arrangement in the Company unless and until changed by a written resolution signed by the sole Member.

**FURTHER RESOLVED;** that the sole Member elected Andrew C. Sisneros to serve as Managing Member of the Company until the next annual meeting of the company, or until his successor is duly elected and qualified as provided in the Operating Agreement of the Company; and

**FURTHER RESOLVED;** that the sole Member approves and ratifies the actions of the Managing Members for the previous year.

Effective: June 25, 2013

  
\_\_\_\_\_  
ANDREW C. SISNEROS, MANAGING MEMBER

100% CONTRACTING

RECEIVED

FEB 22 2017

CITY OF LAS VEGAS  
DEPARTMENT OF PUBLIC WORKS

1:09 pm  


**BID  
VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Taos Street Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas New Mexico 87701
- 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 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	02/16/17
  
  - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  
  - C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  
  - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 5,500.00	\$ 5,500.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 2,500.00	\$ 2,500.00
4	6" PVC Waterline, Including All Bends and Fittings, Trenching, Backfill, Compaction, Tracer Wire, Identification Tape, Terminal Boxes, CIP	LF	100	\$ 190.00	\$ 19,000.00
5	Horizontal Directional Drill 100' of Fusible 6" PVC DR 14 Waterline under the Gallinas Creek Including Fusing, Connections, Pits, and Backfill, CIP	LS	1	\$ 32,449.00	\$ 32,449.00
6	6" Valve Box, Concrete Collar, CIP	EA	2	\$ 1,800.00	\$ 3,600.00
7	Provide Connection to Existing 6" Waterline, CIP	LS	2	\$ 1,200.00	\$ 2,400.00
8	Clearing and Grubbing of 0.1 Acre of Vegetation Including all Disposals and Reclamation Seeding	LS	1	\$ 8,700.00	\$ 8,700.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax) \$ 80,649.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the

may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract. If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID- 9 for Resident Veterans Preference Certification form).

- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
  2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
  3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
  4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
  5. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
  6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
  7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.



For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

#### ARTICLE 8 – DEFINED TERMS

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Total Contracting Services, Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): GB

By: Will R  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): William Rivera

Title: President  
(CORPORATE SEAL)

Attest [Signature]



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address P.O. Box 72395

Albuquerque, NM 87195

Phone No. 505-321-3881 Fax No. N/A

E-mail WRivera@tcsi.us

SUBMITTED on February 22, 20 17

9.02 Contractor License Information:

New Mexico Contractor's License Number 86999

License Classifications GB98, GE09, MM01

New Mexico Department of Workforce Solutions Registration Number 03018120140115

Federal Identification Number (FEIN #) 94-3429942

**ARTICLE 10 - PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A  
(Signature of Business Representative)\*

N/A  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department**

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at 1:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978); state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): It is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 94-3429942

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (GRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 02-491671-00-4

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the **TECHNICAL SPECIFICATIONS** which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: Total Contracting Services, Inc.

AUTHORIZED AGENT: William Rivera

ADDRESS: P.O. Box 72395 Albuquerque, NM 87195

TELEPHONE NUMBER: ( 505 ) 321-3881

FAX NUMBER: ( ) N/A

DELIVERY: N/A

STATE PURCHASING RESIDENT CERTIFICATION NO: L1888845264

NEW MEXICO CONTRACTORS LICENSE NO. 86999

BID ITEM(S): Per Bid Form

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF New Mexico

COUNTY OF Bernalillo

I, William Rivera of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract; or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

William Rivera  
Signature

Subscribed and sworn to before me, this 22 day of February, 2017

(SEAL)  
Notary Public  
Notary Public Signature  
My Commission Expires: 1-04-2020

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

*Will R*  
\_\_\_\_\_  
Signature

February 22, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title (Position)

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address): Total Contracting Services, Inc  
PO Box 72395  
Albuquerque, New Mexico 87195

**SURETY** (Name and Address of Principal Place of Business): Granite RE, Inc.  
14001 Quailbrook Drive  
Oklahoma City, Oklahoma 73134

**OWNER:**  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: February 22, 2017  
Description (Project Name and Include Location): Taos Street Waterline Repair, Various Locations,  
Las Vegas, New Mexico

**BOND**  
Bond Number:  
Date (Not earlier than Bid due date):  
Penal sum Five Percent of Amount Bid \$ (5%)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**  
Total Contracting Services, Inc (Seal)  
Bidder's Name and Corporate Seal

**SURETY**  
Granite RE, Inc (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

By: Stacey Boswell  
Signature (Attach Power of Attorney)  
Stacey Boswell  
Print Name

Attest: \_\_\_\_\_  
Title  
[Signature]  
Signature

Attest: \_\_\_\_\_  
Title  
Attorney-In-Fact  
Title  
Valerie D. Mems  
Signature

WITNESS  
\_\_\_\_\_  
Title

Witness  
\_\_\_\_\_  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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 OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. 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:

WILLIAM W. BURKE; SHAWN E. GUSTAFSON; STACEY BOSWELL; WILLIAM W. BURKE, JR. 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 Secretary/Treasurer, this 9<sup>th</sup> day of June, 2016.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 9<sup>th</sup> day of June, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



Notary Public

**GRANITE RE, INC.  
Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc. an Oklahoma 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 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 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 22nd day of February, 2017.



Kyle P. McDonald, Secretary/Treasurer

**AGENT'S AFFIDAVIT**

Supplements to Bond Forms  
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Stacey Boswell

being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE, Inc.

14001 Quailbrook Drive

Oklahoma City, Oklahoma 73134

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Taos Street Waterline Repair, Various Locations,  
Las Vegas, New Mexico

dated the 22<sup>nd</sup> day of February, 2017 executed by:

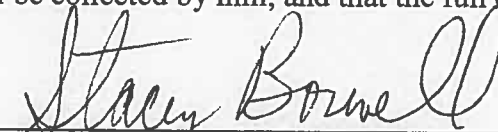
Total Contracting Services, Inc.

contractor, as principal and


Granite RE, Inc.

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

  
\_\_\_\_\_  
Agent, Stacey Boswell, Attorney-In-Fact

Subscribed and sworn to before me this 22<sup>nd</sup> day of February, 2017

  
\_\_\_\_\_  
Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.  
1691 Hickory Loop, Suite B  
Las Cruces, New Mexico 88005  
Telephone Number (575) 524-2222



## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

---

Subcontract Category NOTE OVER \$5,000.00

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. \_\_\_\_\_

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category N/A

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. \_\_\_\_\_

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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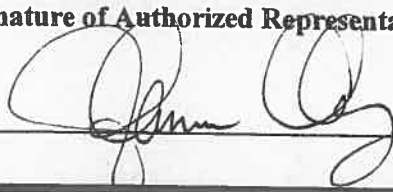
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Subcontract Category N/A  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category N/A  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**  
  
Date: 02/22/2017

---

*Duplicate, complete, and submit additional sheets as required.*



**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

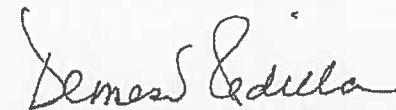
**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **TOTAL CONTRACTING SERVICES, INC**  
DBA: **TOTAL CONTRACTING SERVICES, INC**  
**PO BOX 72395**  
**ALBUQUERQUE, NM 87195-2395**

Expires: **18-Mar-2017**

Certificate Number:

**L1888845264**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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:* **TOTAL CONTRACTING SERVICES, INC.**  
**PERMANENT LICENSE #86999**

*Located at:* 1724 ATRISCO SW, ALBUQUERQUE, NM 87105

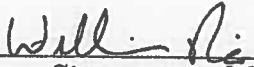
*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

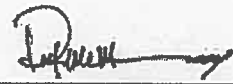
**GB98, GF04, GF09, MM01**

*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*

**05/16/2002**

  
\_\_\_\_\_  
*Signature of Contractor*

  
\_\_\_\_\_  
*Pat McMurray*  
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



## Certificate of Public Works Registration

**Total Contracting Services**

1724 Atrisco SW

Albuquerque, NM 87105

**Registration Date: 12/21/2015**

**Registration Expiration: 1/6/2020**

**Registration Number: 03018120140115**

**This certificate does not show the current status for the company.**

**To see the current status for this company please go to the NMDWS Public Works Website at**

**<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 03/02/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 03/15/17

**ITEM/TOPIC:** Award request for bids #2017-16 for the Storrie Lake Water Line Repair to New Image Construction and enter into agreement.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award bid #2017-16 to New Image Construction and enter into agreement.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed bids for the Storrie Lake water line repair. The water line underneath the Storrie canal is leaking and repairing the line will help reduce water loss.

Advertised: January 25, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website  
Bid Opening: February 22, 2017  
Number of Bidders: 7 – TLC Plumbing, TRC Construction, Hays Plumbing, Adame Construction, A.A.C. Construction, Total Contracting, New Image Construction (*See attached bid tabulation*)  
Funding Source: City Funding  
Budget Line Item: 646-0000-650-8035

**STAFF RECOMMENDATION:** Approval to award bid #2017-16 to New Image Construction and enter into agreement.


**COMMITTEE RECOMMENDATION:** This item will be discussed at the March 14, 2017 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.**

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULÉ-GIRÓN  
MAYOR

  
RICHARD TRUJILLO  
CITY MANAGER

ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

March 3, 2017

Mr. Marvin Cordova  
Project Manager  
City of Las Vegas  
905 12<sup>th</sup> Street  
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award  
Storrie Lake Waterline Repair**

LVG163-13

Dear Mr. Cordova:

The City of Las Vegas received seven (7) Bids on February 22, 2017 for the Storrie Lake Waterline Repair. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hay's Plumbing & Heating, Inc. in the amount of \$71,400.00, excluding, NMGR.T.

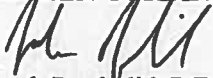
- Hay's Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF098, GA01, GF09, E101 and ES02, with License No. 8243. We have verified this information with Contractor Listing Services, Inc. ([www.public.psiexams.com](http://www.public.psiexams.com)).
- The Surety for the Bid Bond is Western Surety NAIC #13188. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$131,504,000.00. We have verified this with the U.S. Department of Treasury's listing of approved Sureties approved to conduct business in the State of New Mexico ([www.fms.treas.gov/c570](http://www.fms.treas.gov/c570)).
- Hay's Plumbing & Heating, Inc. and all subcontractors over \$60,000 are registered with the New Mexico Department of Workforce Solutions.
- Hay's Plumbing & Heating, Inc.. submitted all required Bid Forms.

We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids. Should the City decide to award the project to Hay's Plumbing & Heating, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN

  
Jonah Ruybalid, P.E.

JR:ptm



**Enclosures**

**cc: Ms. Maria Gilvarry, City of Las Vegas  
Mr. Clayton Ten Eyck, P.E. Molzen Corbin  
Mr. Douglas Albin, Molzen Corbin**

**BID EVALUATION SUMMARY**

BID DATE: February 22, 2017

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: STORRIE LAKE WATERLINE CROSSING

	Hay's Plumbing & Heating, Inc.	New image	TRC Construction, Inc.	Total Contracting Services, Inc.	A.A.C. Construction, LLC	TLC	Adame
Bid Signed?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addenda No. 1 acknowledged?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	366062	87667	86999	361394	51429	367697
NMDWFS Registration No.	002369720111209	03025920140321	002201920110314		03058720140922	0191742011629	0022404200110516
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, GA01, GF09, E101, ES02	GF09, GB98	GB98, GF09, GF08, EE98	GB98, GF09, MM01	GB98, GA98, MM02, GF01, GF03, GF04, GF05, GF07, GF08, GF09	GA98, GB98, GF98, MM98, EE98	GF09, GS04
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	No Subs	No Subs	No Subs	No Subs	No Subs	No Subs	No Subs
Are subcontractors registered with NMDWFS	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Verification of Bid Bond	Western Surety NAIC# 13188 with the underwriting limitation of \$131,504,000.00	Philadelphia Indemnity Insurance Company NAIC# 18058 with the underwriting limitation of \$204,752,000.00	The Ohio Casualty Insurance Company NAIC# 24074 with the underwriting limitation of \$153,699,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Great American Insurance Company NAIC# 16891 with the underwriting limitation of \$152,110,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid exclusive of NMGRT	\$71,400.00	\$78,100.00 **	\$87,435	\$95,700.00	\$98,500.00	\$128,500.00	\$179,000.00
Resident Contractor- 5%	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No	No	No	No	No
Amount with Preferences	\$67,830.00	\$74,195.00	\$83,063.25	\$90,915.00	\$93,575.00	\$122,075.00	\$170,050.00
Bid Amount Correct?	Yes	Yes- ** corrections were made to the bid to reflect the intent of the unit price bid on item #4	Yes	Yes	Yes	Yes	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the internet.

Bid Tabulation  
 Starvie Lake Waterline Crossing  
 City of Las Vegas

Bid Opening: February 22, 2017 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		Ely's Plumbing & Heating, Inc.		New Image		TRC Construction, Inc.		Total Contracting Services, Inc.		A.A.C. Construction, Inc.		TLC		Adams		
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
1	Mobilization, Insurance, and Bonds	LS	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
2	Demobilization and Closure	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
3	Construction Staking	LS	1	\$1,500.00	\$1,500.00	\$200.00	\$200.00	\$2,000.00	\$2,000.00	\$2,556.00	\$2,556.00	\$2,000.00	\$2,600.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00	\$11,000.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline Including Any Bends and Valves, and Disposal	LF	100	\$30.00	\$3,000.00	\$45.00	\$4,500.00	** \$65.00	\$6,500.00	\$97.25	\$9,725.00	\$96.00	\$9,600.00	\$65.00	\$6,500.00	\$110.00	\$11,000.00	\$100.00	\$10,000.00	\$10,000.00
5	Installation of 14" Ductile Iron Pipe Waterline including 5 bends, Fittings, Restraints, Reclamation Bending, Identification tags, tracer wires, terminal boxes and Transmitters and Receivers	LF	100	\$250.00	\$25,000.00	\$310.00	\$31,000.00	\$275.00	\$27,500.00	\$221.50	\$22,150.00	\$390.00	\$39,000.00	\$305.00	\$30,500.00	\$600.00	\$60,000.00	\$850.00	\$85,000.00	\$85,000.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by using the existing 16" CCP to dip line under the Starvie Lake Canal including all Piping, Excavation Fits, and Connections to Ductile Iron Bends, Complete in Place	LF	40	\$150.00	\$6,000.00	\$120.00	\$4,800.00	\$240.00	\$9,600.00	\$535.62	\$21,424.80	\$275.00	\$11,000.00	\$350.00	\$14,000.00	\$350.00	\$14,000.00	\$510.00	\$20,400.00	\$20,400.00
7	Provide Connection to existing 16" CCP Waterline including all Fittings, Restraints, Complete in Place	EA	2	\$10,000.00	\$20,000.00	\$5,150.00	\$10,300.00	\$5,000.00	\$10,000.00	\$4,595.00	\$9,190.00	\$4,200.00	\$8,400.00	\$6,500.00	\$13,000.00	\$7,500.00	\$15,000.00	\$9,800.00	\$19,600.00	\$19,600.00
8	Installation of 14" butterfly valve with valve box and gear box	EA	2	\$8,000.00	\$16,000.00	\$3,900.00	\$7,800.00	\$5,000.00	\$10,000.00	\$4,945.00	\$9,890.00	\$6,600.00	\$13,200.00	\$8,500.00	\$17,000.00	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00	\$16,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				Subtotal	\$96,000.00	\$71,600.00	\$78,100.00	\$78,100.00	\$78,100.00	\$87,435.00	\$85,700.00	\$90,500.00	\$90,500.00	\$90,500.00	\$128,500.00	\$128,500.00	\$174,500.00	\$174,500.00	\$174,500.00	\$174,500.00
				Gross Receipts Tax @ 8.3059%	\$7,128.39	\$5,994.60	\$6,597.12	\$6,597.12	\$6,597.12	\$7,340.30	\$7,148.86	\$7,497.00	\$7,497.00	\$7,497.00	\$10,377.81	\$10,377.81	\$13,777.81	\$13,777.81	\$13,777.81	\$13,777.81
				TOTAL	\$103,128.39	\$77,594.60	\$84,697.12	\$84,697.12	\$84,697.12	\$94,775.32	\$92,848.86	\$97,997.00	\$97,997.00	\$97,997.00	\$138,877.81	\$138,877.81	\$188,277.81	\$188,277.81	\$188,277.81	\$188,277.81

For Ranking Purpose: Bidder's Contractor Prof. (%)	Yes: 5%	No	For Ranking Purpose: Bidder's Contractor Prof. (10%, 5%, 7%):	Yes: 5%	No	BID AMOUNT RANKING AFTER PREFERENCE:
	Yes: 5%	\$97,526.00	Yes: 5%	\$74,195.00	Yes: 5%	\$83,064.00
	No		No		No	\$90,915.00
	Yes: 5%	\$93,578.00	Yes: 5%	\$74,075.00	Yes: 5%	\$83,064.00
	No		No		No	\$90,915.00
	Yes: 5%	\$138,277.81	Yes: 5%	\$103,128.39	Yes: 5%	\$103,128.39
	No		No		No	\$103,128.39

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (\*) or (\*\*). An (\*) corresponds to a correction due to a math error. An (\*\*) corresponds to a correction based on information received from the bidder identifying a mistake.

 3/7/17  
 Clayton H. Ten Byck, P.E. Date



**UTILITIES DEPARTMENT PROJECT SUMMARY SHEET**

**PROJECT NAME:** Storrie Lake Waterline  
**PROJECT NUMBER:** UT-WFD-SLW-2016  
**PROJECT MANAGER:** Benito

**ENGINEER:** MCorbin  
**CONTRACT NUMBER:** 2673-13

**PROJECT DESCRIPTION:**

To repair a section of the medite line near Storrie

**TIMELINE:** April-June 2017

**Action Item** To approve task order

**FUNDING SOURCES**

City \$102,000  
 State \_\_\_\_\_  
 Federal \_\_\_\_\_  
 Total Funds \$102,000

**ESTIMATED EXPENDITURES**

Design \$12,000 (completed)  
 Engineering Services \$5,000  
 Construction \$85,000  
 Total w/ GRT \$102,000

**BUDGETED AMOUNT:** \$150,000      **LINE ITEM NUMBER:** 646-0000-650-8035- ~\$90,000

ACTION	DESCRIPTION	DATE
<b>Funding Source</b>	City	
<b>Loan/Grant/City</b>	City \$102,000	
	Grant \$	
	Loan \$ _____	
	<b>Total \$102,000</b>	
<b>Authorized Ordinance</b>	NA	
<b>Loan/Subsidy Agreement</b>	NA	
<b>Engineering Services Agreement</b>	Contract#2673-13    Task Order# 2911-28    \$	
<b>Engineering Estimate</b>	Total Engineer's Estimate    \$	
<b>Bid Document Review</b>	Bid #2017-16	
<b>Advertisement</b>	1/25/17	
<b>Bid Opening</b>	Date 2/22/17	
<b>Bid Tabulation</b>	Contractor TLC _____ Amount \$128,500	
	Contractor TRC _____ Amount \$87,435.80	
	Contractor Hays _____ Amount \$71,400	
	Contractor ADAME _____ Amount \$179,000	
	Contractor AAC _____ Amount \$98,500	
	Contractor Total Contracting _____ Amount \$95,700	
	Contractor New Image _____ Amount \$78,100	
<b>Construction Estimate</b>	Contractor Share \$ _____ (Including NMGRT)	
	City Share \$ _____	
<b>Engineer's Recommendation</b>	Contractor	
<b>Staff Recommendation</b>	New Image	
<b>Committee Recommendation</b>		
<b>Council Approval</b>		
<b>Notice To Proceed</b>		

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Feb 22, 2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Storrie Lake water Line Repair

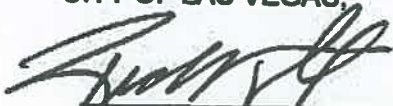
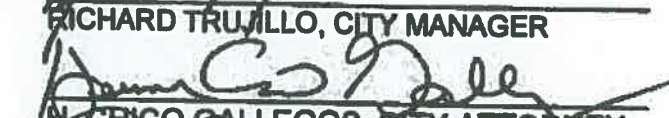


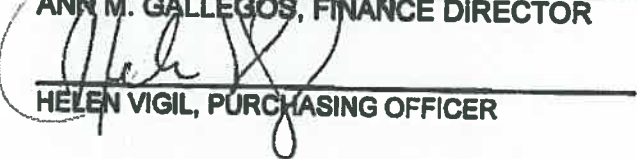
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Storrie Lake Water Line Repair, Opening No. 2017-16; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid 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,

  
RICHARD TRUJILLO, CITY MANAGER  
  
N. CHICO GALLEGOS, CITY ATTORNEY  
  
CASANDRA FRESQUEZ, CITY CLERK  
  
ANN M. GALLEGOS, FINANCE DIRECTOR  
  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-16

Date Issued: Jan 13, 2017

Date Issued: Jan 13, 2017

Published: Las Vegas Optic Jan 25, 2017  
City website: www.lasvegasnm.gov  
Albuquerque Journal Jan 25, 2017

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER () \_\_\_\_\_

FAX NUMBER () \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): Storrie Lake Water Line Repair

**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 }

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

Subscribed and sworn to before me, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Feb 22, 2017 at 2:00 p.m., at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for January, 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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 then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:  
SOCIAL SECURITY NUMBER:

### NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and three (3) copies of Bid documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions 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 in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### **NON-EXCLUSION**

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

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

Brand 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 specified 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 in the City of Las Vegas.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

*Original Bid*

**BID  
VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$	\$
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$	\$
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$	\$
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$	\$
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$	\$
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$	\$
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

**TOTAL BID AMOUNT W/O NMGRT \$ \_\_\_\_\_**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

**ARTICLE 8 – DEFINED TERMS**

8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

9.02 Contractor License Information:

New Mexico Contractor's License Number \_\_\_\_\_

License Classifications \_\_\_\_\_

New Mexico Department of Workforce Solutions Registration Number \_\_\_\_\_

Federal Identification Number (FEIN #) \_\_\_\_\_

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): \_\_\_\_\_



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (     ) \_\_\_\_\_

FAX NUMBER: (     ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO. \_\_\_\_\_

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER:

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

BID

Bid Due Date:  
Description *(Project Name and Include Location):*

BOND

Bond Number:  
Date *(Not earlier than Bid due date):*  
Penal sum \_\_\_\_\_

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
    Business Address \_\_\_\_\_  
\_\_\_\_\_  
    Phone Number \_\_\_\_\_  
    E-mail Address \_\_\_\_\_  
    Federal Identification No. (FEIN #) \_\_\_\_\_  
    New Mexico Contractor's License No. \_\_\_\_\_  
        License Categories \_\_\_\_\_  
    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
    (list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
    Business Address \_\_\_\_\_  
\_\_\_\_\_  
    Phone Number \_\_\_\_\_  
    E-mail Address \_\_\_\_\_  
    Federal Identification No. (FEIN #) \_\_\_\_\_  
    New Mexico Contractor's License No. \_\_\_\_\_  
        License Categories \_\_\_\_\_  
    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
    (list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

\_\_\_\_\_ Date: \_\_\_\_\_

---

*Duplicate, complete, and submit additional sheets as required.*

**CITY OF LAS VEGAS  
PROPOSAL/BID OPENING**

DATE: 22-Feb-2017

OPENING NO.: 2017-16

TIME: 2:00 PM

DEPARTMENT: UTILITIES

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

ITEM(S): Storrie Lake Water Line Repair

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 TRC Plumbing & Utility TRC Construction Inc	128,500.00 87,435.80	✓ ✓	✓ ✓	✓ ✓
2 Hays Plumbing & Heating Inc Adame Construction Inc	71,400.00 179,000.00	✓ ✓	✓ ✓	✓ ✓
3 A.A.C. Construction LLC Total Contracting Services Inc	98,500.00 95,700.00	✓ ✓	✓ ✓	✓ ✓
4 New Image Construction Inc.	78,100.00	✓	✓	✓
5				
6				

COMPANY REPRESENTATIVE	COMPANY NAME
1 <u>Jonah Ruybalid</u>	<u>molzen corkin</u>
2 <u>Yvonne Carbone</u>	<u>City of Las Vegas</u>
3 <u>JOSH CHAVEZ</u>	<u>Total Contracting Serv, Inc.</u>
4 <u>Johnny Moncena</u>	<u>New Image Const</u>
5 <u>Robert Padilla</u>	<u>Adame Const Inc</u>
6 <u>DOUGLAS W. ALBIN</u>	<u>MOLZEN CORBIN</u>
7 <u>Ann M. Allegre</u>	<u>City of Las Vegas - Swain</u>
8 <u>Ann Y Z</u>	<u>HAYS PLUMBING</u>
9 <u>GARY HOFFMAN</u>	<u>TRC Utility</u>
10 <u>[Signature]</u>	<u>City of Las Vegas Purchasing</u>

(use other side of form when full)

ORIGINALS TAKEN BY:

OPENED BY: FINANCE DEPARTMENT

DATE: \_\_\_\_\_

DATE: 2/22/17

COPIES TAKEN BY:

BSH

DATE: 2-27-17

**BID FORM**

FEB 22 2017

2:00 P.  
LW

TLC Plumbing  
+ Utility

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 4,000.-	\$ 4,000.-
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 110.-	\$ 11,000.-
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 600.-	\$ 60,000.-
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 350.-	\$ 14,000.-
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 7,500.-	\$ 15,000.-
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	BA	2	\$ 6,000.-	\$ 12,000.-
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

**TOTAL BID AMOUNT W/O NMGR** \$ 128,500.-

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



- 5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.
- 5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).
- A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.
- B. For the purpose of awarding, the following shall apply:
1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
  2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
  3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
  4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 -- TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

## **ARTICLE 8 – DEFINED TERMS**

8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

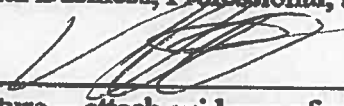
Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: TLC Company Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): GB

By: X   
(Signature – attach evidence of authority to sign)

Name (typed or printed): Dale Armstong

Title: President  
(CORPORATE SEAL)

Attest X 

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 5000 Edith Blvd NE  
Albuquerque, NM 87107

Phone No. 505-761-9696 Fax No. 505-761-5559

E-mail tcovel@tlcplumbing.com

SUBMITTED on February 22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 51429

License Classifications GA98, GB98, GF98, MM98, EE98

New Mexico Department of Workforce Solutions Registration Number 0191742011629

Federal Identification Number (FEIN #) 85-0410487

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9.

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

**CLARIFICATION OF BID**

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0410487

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-226090-000

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

**BIDDER:** TLC Company Inc.

**AUTHORIZED AGENT:** Dale Armstrong - President

**ADDRESS:** 5000 Edith Blvd NE, Albuquerque, NM 87107

**TELEPHONE NUMBER:** (505 ) 761-9696

**FAX NUMBER:** ( 505 ) 761-5559

**DELIVERY:** \_\_\_\_\_

**STATE PURCHASING RESIDENT CERTIFICATION NO:** L0057474000

**NEW MEXICO CONTRACTORS LICENSE NO.** 51429 GA98, GB98, GF98, MM98, EE98

**BID ITEM(S):** \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

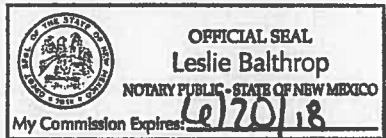
**STATE OF** New Mexico

**COUNTY OF** Bernalillo

I, Dale Armstrong, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

X [Signature]  
Signature

Subscribed and sworn to before me, this 22nd day of February, 20 17.

(SEAL) 

[Signature]  
Notary Public Signature  
My Commission Expires: June 20, 2018

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

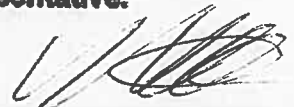
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

X   
\_\_\_\_\_  
Signature

February 22, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title (Position)

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

TLC Company, Inc.  
5000 Edith NE  
Albuquerque, NM 87107

**SURETY (Name and Address of Principal Place of Business):**

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**

**Bid Due Date:** February 22, 2017

**Description (Project Name and Include Location):** Storrie Lake Waterline Repair. Las Vegas, NM.

**BOND**

**Bond Number:** Bid Bond

**Date (Not earlier than Bid due date):** February 22, 2017

**Penal sum** \*\*\*Five Percent (5%) of Amount Bid\*\*\* (\$ -----5%-----)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER** TLC Company, Inc.

**SURETY** Great American Insurance Company

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By: 

Signature

By: 

Signature (Attach Power of Attorney)

Dale Armstrong  
Print Name

David C. Mitchie  
Print Name

President  
Title

Attorney-In-Fact  
Title

Attest: 

Signature

Attest: 

Signature

Estimator  
Title

Client Service Agent  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

**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 SIX

No. 0 14737

**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, each individually if more than one is named, 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, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; 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.

Name	Address	Limit of Power
THOMAS M. PADILLA	ALL OF	ALL
SHIRLEY A. TALLEY	ALBUQUERQUE,	\$100,000,000.00
DAVID C. MITCHIE	NEW MEXICO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

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 DECEMBER, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*  
Assistant Secretary

*David C. Mitchie*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of DECEMBER, 2015, before me personally appeared DAVID C. KITCHIN, 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 Commission Expires 05-18-2020

*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 22nd. day of Feb. 2017



*My L C. B.*  
Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**



## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
**(list only if value of work is in excess of \$60,000)**

---

**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
**(list only if value of work is in excess of \$60,000)**

---

**Subcontract Category**

**Estimated Value of Work**

**Subcontractor's Name**

**Business Address**

**Phone Number**

**E-mail Address**

**Federal Identification No. (FEIN #)**

**New Mexico Contractor's License No.**

**License Categories**

**New Mexico Dept. of Workforce Solutions Registration No.**  
**(list only if value of work is in excess of \$60,000)**

**Subcontract Category**

**Estimated Value of Work**

**Subcontractor's Name**

**Business Address**

**Phone Number**

**E-mail Address**

**Federal Identification No. (FEIN #)**

**New Mexico Contractor's License No.**

**License Categories**

**New Mexico Dept. of Workforce Solutions Registration No.**  
**(list only if value of work is in excess of \$60,000)**

**Signature of Authorized Representative for BIDDER:**

x



**Date:** February 22, 2017

*Duplicate, complete, and submit additional sheets as required.*



**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

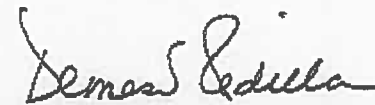
Issued to: **TLC COMPANY INC**

DBA: **TLC PLUMBING & UTILITY**  
**5000 EDITH BLVD NE**  
**ALBUQUERQUE, NM 87107-4125**

Expires: **02-Dec-2017**

Certificate Number:

**L0057474000**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Bill Richardson  
Governor

Edward J. Lopez  
Superintendent

State of New Mexico  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2558 Carillo Rd.  
Santa Fe, New Mexico 87505

Lisa D. Martinez  
Director

*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(s) of:*

**EE98, EL01, GA01, GA98, GB98, GF02, GF04, GF08,**

*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**

  
\_\_\_\_\_  
*Signature of Contractor*

  
\_\_\_\_\_  
*Lisa D. Martinez*  
**Director**

*NOTE: This Certificate is one and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. 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: 4/7/2016**

**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>**



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.

[Signature]
Ronald Burnett, Secretary

[Signature]
Dale Armstrong, Shareholder

1-23-07
Date

[Signature]
Ronald Burnett, Shareholder

1-23-07
Date

[Signature]
Notary

My commission expires:

Jan 23, 2010

BID FORM

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Table with 2 columns: Addendum No. and Addendum Date. Row 1: 1, 2/16/17

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 2,556.00	\$ 2,556.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 97.25	\$ 9,725.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 221.50	\$ 22,150.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 535.62	\$ 21,424.80
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 4,595.00	\$ 9,190.00
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 4,945.00	\$ 9,890.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 87,435.80

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

## **ARTICLE 8 – DEFINED TERMS**

8.01 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 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: TRC Construction, Inc. (SEAL)

State of Incorporation: New Mexico  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Shannon Carter  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Shannon Carter

Title: Vice President  
(CORPORATE SEAL)

Attest Aimee Kuechel

# Affidavit of Authority to Sign for a Company, Corporation or Partnership\*

Date: 02/02/2017

We, TRC Construction, Inc.  
(Name of Company, Corporation or Partnership)

789 Highway 516  
(Street Address)

Flora Vista, NM 87415  
(City, State & Zip)

certify that Shannon Carter  
(Typed/Printed Name of Individual Granted Authority to Sign for Your Company, Corporation or Partnership)

has the authority to execute title documents on behalf of our company, corporation or partnership for vehicles owned by our company, corporation, or partnership.

**Note: An officer, partner or owner of the company, corporation or partnership must sign this form under oath. A copy of grantor's drivers license is required upon initial receipt of this affidavit.**

Sworn to and subscribed before me:

This day of, 2nd February 2017  
(Day) (Month) (Year)

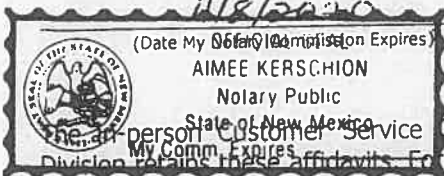
Aimee Kerschion  
(Printed/Typed Name of Notary Public)

Aimee Kerschion  
(Notary Public's Signature & Notary Seal or Stamp)

Terry Carter  
(Printed Name of Officer, Partner or Owner)

Terry Carter  
(Signature of Officer, Partner or Owner)

President  
(Job Title/Position)



### General Information

The in-person Customer Service Operations of the Department of Revenue's Motor Vehicle Division retains these affidavits Form T-19, in the Title Processing Unit for one (1) year from the date received. The individual granted authority to sign for your company, corporation or partnership must submit two (2) original affidavits, Form T-19, to the Title Processing Unit of the Motor Vehicle Division. The Motor Vehicle Division returns to the individual one (1) original, stamped affidavit, which indicates that it is in our files and valid for one (1) year from the date received. The authorized individual must submit a legible copy of the 'stamped' affidavit, Form T-19, with each set of title documents submitted for processing on behalf of your company, corporation or partnership.

\*This form can be electronically completed and printed from the Department of Revenue's web site, [www.dor.ga.gov](http://www.dor.ga.gov), for signing, notarization and submission in-person only! The address for the Motor Vehicle Division is: Title Processing Window, Motor Vehicle Division, 4125 Welcome All Rd, Atlanta, GA 30349. The in-person Customer Service Operations is open Monday through Friday from 7:30 a.m. to 4:30 p.m. excluding state holidays. Except for the signature, this form must be typed, electronically completed and printed or legibly hand printed in blue or black ink. An authorized representative of the company, corporation or partnership must sign this completed form and enter his/her position or job title with the company, corporation or partnership in the space provided.

**Any alteration or correction voids this form.**

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 789 NM Highway 576

Flora Vista, New Mexico 87415

Phone No. 505-334-8220 Fax No. 505-334-0815

E-mail rstandferd@trc-construction.com

SUBMITTED on 2/22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 87667

License Classifications G398, GF09, GF08, EE98

New Mexico Department of Workforce Solutions Registration Number 002201920110314

Federal Identification Number (FEIN #) 82-0553652

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



## Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 82-0553092  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-499939-003

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: TRC Construction, Inc.

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: 789 NM Highway 576, Flora Vista, NM 87415

TELEPHONE NUMBER: (505) 334-8220

FAX NUMBER: (505) 334-0815

DELIVERY: Jobsite

STATE PURCHASING RESIDENT CERTIFICATION NO: L0101357520

NEW MEXICO CONTRACTORS LICENSE NO. 87667

BID ITEM(S): ALL

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NM }

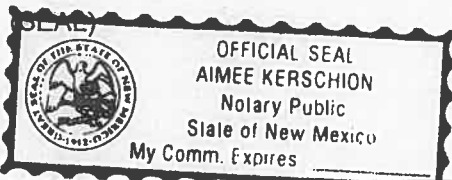
COUNTY OF San Juan }

I, Shannon Carter, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Shannon Carter  
Signature

Subscribed and sworn to before me, this 20<sup>th</sup> day of February, 2017.

Aimee Kerschion  
Notary Public Signature  
My Commission Expires: 11/8/2020



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

Shannon Carter  
Signature

02/20/17  
Date

Vice President  
Title (Position)





**BID BOND**

**Bond**

KNOW ALL BY THESE PRESENTS, That we, TRC Construction, Inc.  
\_\_\_\_\_ of Flora Vista, NM

\_\_\_\_\_ (hereinafter called the Principal), as Principal, and The Ohio Casualty  
Insurance Company \_\_\_\_\_ (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Las Vegas, NM

\_\_\_\_\_ (hereinafter called the Obligee) in the penal sum of 5% of Amount Bid  
\_\_\_\_\_ Dollars ( 5% of Amount Bid )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Storrie Lake Waterline Repair

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2017

TRC Construction, Inc. (Seal)  
Principal

[Signature]  
Witness

[Signature] Vice President  
Title



The Ohio Casualty Insurance Company  
By [Signature] Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7113655

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

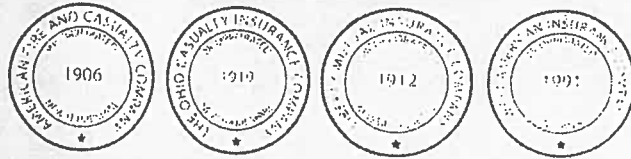
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angel Medina; Breanna Lucas; Holly Parrish; Jacqueline A. Farmer; Lyle Love; Roy L. Owen; Tamara L. Huntsman

all of the city of FARMINGTON, state of 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 surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely 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 Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of September, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American 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 a 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  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are 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 surely any and all undertakings, bonds, recognizances and other surely 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

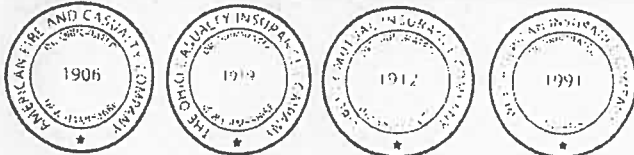
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

**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 surely any and all undertakings, bonds, recognizances and other surely obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 Companies this 13 day of February, 2017.

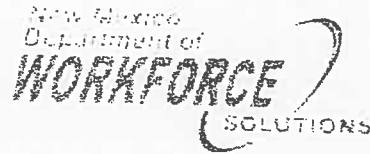


By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# *Certificate of Contractor Registration*



This is to certify that

**TRC Construction Inc**

789 NM 516

FLORA VISTA, NM, 87415-9618

has registered with the Department of Workforce Solutions

**Registration Date: 2/13/2017**

**Registration Number: 002201920110314**

**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>**

**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

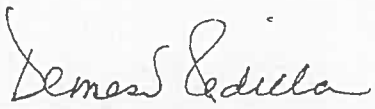
**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **TRC CONSTRUCTION INC**  
DBA: **TRC CONSTRUCTION INC**  
**PO BOX 430**  
**FLORA VISTA, NM 87415-0430**

Expires: **18-Feb-2018**

Certificate Number:

**L0101357520**

  
Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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:* **TRC CONSTRUCTION, INC.**  
**PERMANENT LICENSE #87667**

*Located at:* 789 NM HWY 516, FLORA VISTA, NM 87415

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**EE98, GB98, GF08, GF09**

*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*

**10/22/2002**

\_\_\_\_\_  
*Signature of Contractor*

*NOTE: This Certificate is now and shall remain the property*

TRC CONSTRUCTION, INC.

LICENSE NUMBER

87667

Qualifying Party(S)

STANDIFERD RON  
STANDIFERD RON  
CARTER-TERRY  
ANDERSON NICHOLAS  
GRAVES SCOTT

\_\_\_\_\_  
DIRECTOR

STATE OF NEW MEXICO  
CONSTRUCTION INDUSTRIES DIVISION

EXPIRES

10/31/2017

CLASSIFICATION(S)

EE98, GB98, GF08, GF09

\_\_\_\_\_  
*Signature of Director*

Pat McMurray

Director

*time upon demand. This certificate is not transferable*



**TRC**  
**CONSTRUCTION, INC.**

**PROJECT: STORRIE LAKE WATERLINE REPAIR  
CITY OF LAS VEGAS, NEW MEXICO**

**List of Proposed Subcontractors:**

1. **Fierro & Company – Engineers & Surveyors**  
Survey Staking & Asbuilts  
5508 Costa Urede Rd NW  
505-352-8930  
Albuquerque, New Mexico 87120
  
2. **Southwest Safety Services**  
P.O. Box 9227  
Albuquerque, New Mexico 87119  
505-873-0044  
License No. 82265
  
3. **Inspections Plus, Inc.**  
4382 Alexander Blvd., NE  
Albuquerque, New Mexico 87107  
505-344-9410
  
4. **Billingsley Engineering Company**  
901 6<sup>th</sup> Street  
Las Vegas, New Mexico 87701

Hays Plumbing + Heating

**BID  
VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>2/16/2017</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 500.00	\$ 500.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 45.00	\$ 4,500.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 310.00	\$ 31,000.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 120.00	\$ 4,800.00
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 5,150.00	\$ 10,300.00
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 3,900.00	\$ 7,800.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

**TOTAL BID AMOUNT W/O NMGR** \$ 71,400.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veteran's Preference Certification form on page BID- 9 (if seeking preference);

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

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

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Gordon Hays  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President  
(CORPORATE SEAL)

Attest: [Signature]

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 600 Railroad Ave. Las Vegas, New Mexico 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hays\_plumbing@hotmail.com

SUBMITTED on February 22, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 8243

License Classifications MM-98, GB-98, GF-98, GA-01, GF-09, E-101, ES-02

New Mexico Department of Workforce Solutions Registration Number 002369720111209

Federal Identification Number (FEIN #) 85-0168958

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

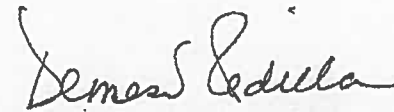
## RESIDENT CONTRACTOR CERTIFICATE

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

Expires: **11-Feb-2018**

Certificate Number:

**L1311969232**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



## Resident Veterans Preference Certification

(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 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 a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 01-705574-001

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: Hays Plumbing & Heating, Inc

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Jordan Hays, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Jordan Hays  
Signature

Subscribed and sworn to before me, this 22 day of February, 2017.

(SEAL)

Carla Rubio  
Notary Public Signature  
My Commission Expires: 6-15-19



My Commission Expires: 6-15-19 City of Las Vegas Standard Bid Clauses  
BID-14

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

N/A

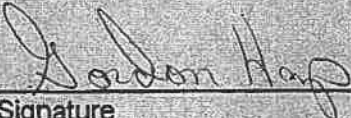
Signature \_\_\_\_\_

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.**

  
Signature \_\_\_\_\_

2/22/2017  
Date \_\_\_\_\_

President  
Title (Position) \_\_\_\_\_



**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
    Business Address \_\_\_\_\_  
    \_\_\_\_\_

    Phone Number \_\_\_\_\_  
    E-mail Address \_\_\_\_\_  
    Federal Identification No. (FEIN #) \_\_\_\_\_  
    New Mexico Contractor's License No. \_\_\_\_\_  
        License Categories \_\_\_\_\_

    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
    (list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
    Business Address \_\_\_\_\_  
    \_\_\_\_\_

    Phone Number \_\_\_\_\_  
    E-mail Address \_\_\_\_\_  
    Federal Identification No. (FEIN #) \_\_\_\_\_  
    New Mexico Contractor's License No. \_\_\_\_\_  
        License Categories \_\_\_\_\_

    New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
    (list only if value of work is in excess of \$60,000)

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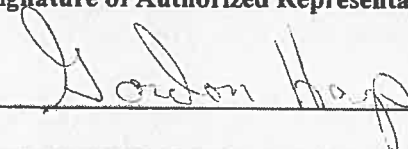
Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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**Signature of Authorized Representative for BIDDER:**

 \_\_\_\_\_ Date: 2/22/2017

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*Duplicate, complete, and submit additional sheets as required.*

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):  
Hays Plumbing and Heating, Inc.  
PO Box 1420  
Las Vegas, NM 87701-1414

**SURETY** (Name and Address of Principal Place of Business):  
Western Surety Company  
333 S. Wabash Ave, 41st Floor  
Chicago, IL 60604

**OWNER** (Name and Address):  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: February 22nd, 2017  
Description (Project Name and Include Location): Storrie Lake Waterline Repair

**BOND**  
Bond Number: BID  
Date (Not later than Bid due date): February 22nd, 2017  
Penal sum Five Percent Of The Amount Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**  
Hays Plumbing and Heating, Inc. (Seal)  
Bidder's Name and Corporate Seal  
By: Gordon Hays  
Signature  
Gordon Hays  
Print Name  
President  
Title

Attest: [Signature]  
Signature  
Witness  
Title

**SURETY**  
Western Surety Company (Seal)  
Surety's Name and Corporate Seal  
By: [Signature]  
Signature (Attach Power of Attorney)  
Maria Y. Ankeny  
Print Name  
Attorney-In-Fact  
Title

Attest: [Signature]  
Signature  
Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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

**Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, 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, underakings 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 10th day of June, 2015.



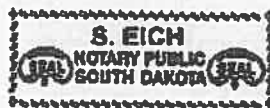
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, 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  
February 12, 2021



S. Eich  
S. Eich, 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 22nd day of February, 2016.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

*Adame Construction*

**BID  
VETERANS**



**BID FORM**

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:  
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 11,000 <sup>00</sup>	\$ 11,000 <sup>00</sup>
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 100 <sup>00</sup>	\$ 10,000 <sup>00</sup>
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 850 <sup>00</sup>	\$ 85,000 <sup>00</sup>
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 510 <sup>00</sup>	\$ 20,400 <sup>00</sup>
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 9800 <sup>00</sup>	\$ 19,600 <sup>00</sup>
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 8000 <sup>00</sup>	\$ 16,000 <sup>00</sup>
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 179,000<sup>00</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

## **ARTICLE 8 – DEFINED TERMS**

8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Adame Construction Inc (SEAL)

State of Incorporation: New Mexico

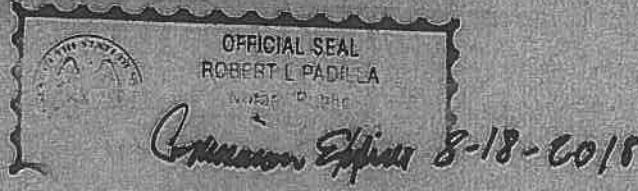
Type (General Business, Professional, Service, Limited Liability): GB

By: Juan C. Adame President  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): JUAN C. ADAME

Title: President  
(CORPORATE SEAL)

Attest [Signature]



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address Adams Construction Inc.

13 Bonita Vista Blvd Los Lunas, N. Mex 87103

Phone No. 505-573-0348 Fax No. NONE

E-mail AdamsConstNW@Hotmail.com

SUBMITTED on 7-21, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 367697

License Classifications GF09 GS04

New Mexico Department of Workforce Solutions Registration Number GF9 GS04

Federal Identification Number (FEIN #) 270 278 286

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? YES copy attached

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 270 278 286  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (GRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 41182922288

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Adame Construction Inc.  
 AUTHORIZED AGENT: Juan C Adame  
 ADDRESS: 13 Bonita Vista Blvd Las Vegas, N.M. 87103  
 TELEPHONE NUMBER: 505 573-0348  
 FAX NUMBER: NONE  
 DELIVERY: by hand  
 STATE PURCHASING RESIDENT CERTIFICATION NO: L1182922288  
 NEW MEXICO CONTRACTORS LICENSE NO. 367697  
 BID ITEM(S): ALL AS GENERAL

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
 COUNTY OF Valencia }

I, Adame Juan, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Juan C Adame  
 Signature

Subscribed and sworn to before me, this 21 day of February, 2017.

(SEAL)



Robert Padilla  
 Notary Public Signature  
 My Commission Expires: August 18, 2018

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: NONE

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

Juan C Adams  
Signature

2-21-17  
Date

PRESIDENT  
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.

Juan C Adams  
Signature

2-21-17  
Date

President  
Title (Position)



2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 11,000 <sup>00</sup>	\$ 11,000 <sup>00</sup>
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 100 <sup>00</sup>	\$ 10,000 <sup>00</sup>
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 850 <sup>00</sup>	\$ 85,000 <sup>00</sup>
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 510 <sup>00</sup>	\$ 20,400 <sup>00</sup>
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 9800 <sup>00</sup>	\$ 19,600 <sup>00</sup>
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 8000 <sup>00</sup>	\$ 16,000 <sup>00</sup>
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 179,000<sup>00</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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3	Construction Staking	LS	1	\$ 11,000 <sup>00</sup>	\$ 11,000 <sup>00</sup>
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 100 <sup>00</sup>	\$ 10,000 <sup>00</sup>
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TOTAL BID AMOUNT W/O NMGR \$ 179,000<sup>00</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ADDENDUM NO. 1  
CITY OF LAS VEGAS, NEW MEXICO  
FEBRUARY 16, 2017**

**TO: All Planholders**

**RE: Storrie Lake Waterline Repair**

The following Addendum shall be incorporated into the Contract Documents for the above-referenced project.

**A. DRAWINGS**

1. Sheet W-501 Miscellaneous Details – Plan shall include a modification to the CCP Field Connection Detail. The dimension of the nominal steel spool connecting to the 16" x 14" FLxFL DI shall be revised from 14" to 16".

**B. CLARIFICATIONS**

1. Q: Will Domestic Material be required for this project?

*Response: Domestic materials are not required for this project.*

2. Q: Technical Specification Section 33 12 01-2.01-A3-C5 calls out fluoropolymer coating on all buried bolts and nuts. Will stainless steel be acceptable for the 16" and 14" flange kits at the transition from CCP to DIP?

*Response: Stainless steel bolts and nuts will be acceptable for the flange kits at the transition from CCP to DIP.*

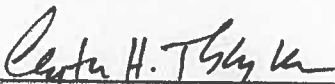
3. Plan Sheet W501 calls out a 14" FLGxPE steel Spool at the connection to the 16" CCP. Will this flange in fact be 16" in order to connect to the proposed 16x14 flgxfld reducer?

*Response: This flange will be revised to select 16".*

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 contained in the original documents and all itemized listings thereof.

Each Bidder shall acknowledge receipt of this Addendum on the Bid Proposal form in the space provided.

MOLZEN CORBIN

  
Clayton H. Ten Eyck, P.E.

2/16/17  
Date

OFFICE OF THE SECRETARY OF STATE  
NEW MEXICO

*Certificate of Good Standing and Compliance*

IT IS HEREBY CERTIFIED THAT:

ADAME CONSTRUCTION INC.

A166005

A corporation organized 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 April 29, 2009 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate 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 entities financial condition or business activities and practices.

This good standing status expires on March 15, 2016

Certificate issued on July 31, 2014

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.



A handwritten signature in cursive script, appearing to read "Dianna J. Duran".

Dianna J. Duran  
Secretary of State

# Certificate of Contractor Registration

New Mexico  
Department of

Public Works

This is to certify that

**Adame Construction Inc.**

13 BONITA VISTA BLVD

LOS LUNAS, NM, 87031-7810

has registered with the Department of Workforce Solutions

**Registration Date: 5/10/2016**

**Registration Number: 002240420110516**

**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

**STATE OF NEW MEXICO.**  
**CONSTRUCTION INDUSTRIES DIVISION**

**ADAME CONSTRUCTION, INC**

LICENSE NUMBER

**367697**

Qualifying Party(S)

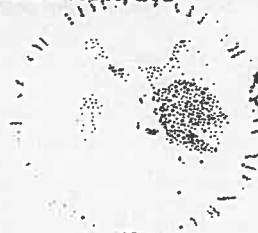
**ADAME JUAN**

EXPIRES

**11/30/2019**

CLASSIFICATION(S)

**GF09. GSM**



  
DIRECTOR

THE STATE OF NEW MEXICO, BY THE CONSTRUCTION INDUSTRIES DIVISION

**ADAME CONSTRUCTION INC**  
13 BONITA VISTA BLVD  
LOS LUNAS, NM 87031-7810

July 12, 2016  
CRS: 03-194703-00-4  
Letter ID: L1687566896

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT**  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>30-Jul-2010</b>	IDENTIFICATION NUMBER <b>03-194703-00-4</b>	Business Start Date <b>27-Jul-2010</b>
Business Location <b>10 IDEAL RD</b>		Business End Date
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-6704</b>
Taxpayer Name <b>ADAME CONSTRUCTION INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>ADAME CONSTRUCTION INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>13 BONITA VISTA BLVD</b>		
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-7810</b>

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

Division Director Tax Administration

By Ron L. Scott

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

Form Revised 02/2003

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT**  
**REGISTRATION CERTIFICATE**

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Taxpayer Name <b>ADAME CONSTRUCTION INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>ADAME CONSTRUCTION INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>13 BONITA VISTA BLVD</b>		
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-7810</b>

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Division Director Tax Administration

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Form Revised 02/2003

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

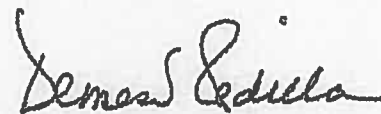
Issued to: **ADAME CONSTRUCTION INC**

**DBA: ADAME CONSTRUCTION INC  
13 BONITA VISTA BLVD  
LOS LUNAS, NM 87031-7810**

Expires: **11-Jul-2019**

Certificate Number:

**L1182922288**



**Demesia Padilla, CPA, Cabinet Secretary**

**THIS CERTIFICATE IS NOT TRANSFERABLE**



Adame Construction Inc,

13 Bonita Vista Blvd

Las lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

#### Work, Contract Experience

Gravity sewer main, pipe bursting, vacuum system, slip line, 1 install pipe bursting pipe In Santa fe NM, Ruidoso NM, Espanola NM, Omaha Nebraska , Green Bay, Wisconsin any questions call super intendant

Mike Rocco (505)400-7520

New Image Construction

Chimayo NM 6" water line \$350,000 just finished 2009

Ribera NM

Rober Manzanaras (505)944-6773

---

Samcon Construction

Lordburg NM 6" and 10"-pvc water line, contract price \$250,000 to 400,000

Job completed 2009

Chuch Martinez (505)271-2025

---

AUI INC

Angel Fire 6" water line \$288,000 job completed 2010

Marshall Vickers (505)975-700

---

YAH-TA-HEY WATER AND SANITATION

WATER SYSTEM IMPROVEMENTS 6" WATERLINE \$605,000

EDWARD GONZALES ENGINEER 505-870-0497 COMPLETE 2/14/14

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Samcon Construction**

**Carlsbad NM 8" water line \$75.000**

**Job completed 2011**

**Chuck Martinez (505)271-2025**

**City Hobbs NM**

---

**8" sewer line and 1" water services \$140.000 job completed 2012**

**Todd Randall City Engineer**

**(575)397-9237**

**City Santa Fe**

---

**Highschool track & field**

**Lone Mountain Contracting Inc**

**Strom sewer line 36" 42" 48" \$80,000 job completed 2012**

**Don or Tiffany Gutierrez General superintendent (505)869-2996**

---

**City Roswell NM**

**8" sewer 4" service 4' MH \$165.700 job completed 2012**

**Luis Najjar City Engineer**

**(575)910-6477**

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Pueblo of Cochiti**

**Sewer main, sewer service line & water service line**

**6" W.L & 8" sewer line \$48,000**

**Completed may 2013**

**Leonard Brown Engineer**

**(505)946-9582 (505-870-0497)**

---

**02/14/2014**

**EAGLE NEST, NM**

**WATER METERS REPLACEMENT PROJECT**

**Replacement 207 meters remove and install**

**\$350,000.00**

**Cody Sipes Engineer**

**(505)649-7307**

---

**Nogal Mutual Domestic Water Consumers Association (MDWCA) Nogal, NM**

**6" 8" waterline pvc, 14" Casing, 3/4" water services**

**Completed 04/04/15 \$438,837.00**

**Eddie C. Livingston, MSCE, P.E.**

**Dennis Engineering (505-430-8588)**

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdameCONSTNM@hotmail.es**

**Lic# 367697**

**Nogal N.M. WATER SYSTEM IMPROVEMENTS**

**ALONG US HIGHWAY 64 NM 58 TO 60**

**8" water line, ¾ water services**

**Completed 11/10/2015**

**\$730,000**

**Robert A Echol, JR., P.E.**

**Engineer Dennis Engineering (505)327-3303**

---

**Village of Tijeras, N.M.**

**12" water line, 8" water line, ¾ water services, Fire hydrants , Water main tie ins**

**Completed 03/17/2016, \$750,000.00**

**Molzen Corbin Engineers 505-242-5700**

**Scout Mendenhall, P.E**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**City of Roswell, N.M. sewer, manholes IMPROVEMENTS**

**sewer, manholes by pass IMPROVEMENTS**

**Completed 7-12-2016**

**\$60,000**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Aztec, N.M. WATER SYSTEM IMPROVEMENTS**

**Hampton Arroyo Crossing**

**12" water line**

**Completed 6/1/16 Rudy Zohnie 505-334-7680**

**\$46,000**

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**City of Roswell, N.M.**

**INSTALL BUTTERFLY VALVE \$86,000**

**48" CCP WATERLINE REMOVE AND REPAIR,**

**COMPLETED 7/12/16 Luis Najjar 575-910-6477**

**\$113,000**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Gameco, N.M. WATER SYSTEM IMPROVEMENTS**

**ALONG US HIGHWAY 64 NM 58 TO 60**

**8" water line, ¾ water services**

**Completed 10/12/16 Edward Gonzalez 505-870-0497**

**\$520,000**

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Village of Chymayo, N.M.**

**8" water line, ¾ water services, Fire hydrants , Water main tie ins, directional 12" bore**

**Complete by 12/17/2016, \$620,000.00**

**Molzen Corbin Engineers 505-242-5700**

---

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Village of Santa Clara, N.M.**

**6" water line, ¾ water services, Fire hydrants , Water main tie ins, arroyo crossing and major tank line tie ins.**

**Complete by 3/17/2017, \$357,337.00**

**Pete Torres 575-313-5551**

**BID BOND**



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

Adame Construction, Inc.  
 13 Bonita Vista Blvd  
 Los Lunas, NM 87031

**SURETY** (Name and Address of Principal Place of Business):

Granite Re, Inc.  
 14001 Quailbrook Dr.  
 Oklahoma City, OK 73134

**OWNER** (Name and Address):

City of Las Vegas  
 1700 North Grand Avenue  
 Las Vegas, NM 87701

**BID**

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): Storrie Lake Waterline Repair  
 Las Vegas, NM

**BOND**

Bond Number: BID

Date (Not later than Bid due date): February 22, 2017

Penal sum Five Percent Of The Amount Bid \$ 5%  
 (Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Adame Construction, Inc. (Seal)  
 Bidder's Name and Corporate Seal

**SURETY**

Granite Re, Inc. (Seal)  
 Surety's Name and Corporate Seal

By: Juan C. Adame  
 Signature

By: Susan J. Vance  
 Signature (Attach Power of Attorney)

Juan C. Adame  
 Print Name

Susan J. Vance  
 Print Name

President  
 Title

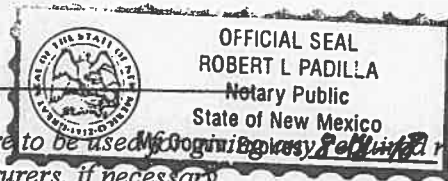
Attorney-In-Fact  
 Title

Attest: Robert L. Padilla  
 Signature

Attest: Susan J. Weeks  
 Signature

Notary  
 Title

Witness  
 Title



Note: Above addresses are to be used if going by proxy. Provide execution by any additional parties, such as joint venturers, if necessary.



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER:

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

BID

Bid Due Date:  
Description *(Project Name and Include Location)*:

BOND

Bond Number:  
Date *(Not earlier than Bid due date)*:  
Penal sum \_\_\_\_\_

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature *(Attach Power of Attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

A.A.C. Construction

**BID  
VETERANS**

**BID FORM**

PROJECT IDENTIFICATION: Storrie Lake Waterline Repair

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:  
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2-16-17</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

#### ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 5,000	\$ 5,000.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 65	\$ 6,500.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LP	100	\$ 305	\$ 30,500.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 350	\$ 14,000.00
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 6,500	\$ 13,000.00
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 8,500	\$ 17,000.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 98,500.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.



## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: A.A.C. Construction, LLC (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Andrew Sisneras

Title: Managing Member  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 18 La Luna Rd

Santa Fe, NM 87507

Phone No. (505) 930-0481 Fax No. (505) 473-4787

E-mail Andrew@cnsp.net

SUBMITTED on 2-22-, 2017.

9.02 Contractor License Information:

New Mexico Contractor's License Number 361394

License Classifications GB-98, GA-98, MM-02, GF-01, 03, 04, 05, 07, 08, 09.

New Mexico Department of Workforce Solutions Registration Number 03058720140922

Federal Identification Number (FEIN #) 80-0371646

**ARTICLE 10 - PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0871646

SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-157349-00-5

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the **TECHNICAL SPECIFICATIONS** which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: A.A.C. Construction, LLC

AUTHORIZED AGENT: Andrew Simeros

ADDRESS: 18 La Luna Rd, Santa Fe, NM 87507

TELEPHONE NUMBER: (505) 930-0481

FAX NUMBER: (505) 473-4787

DELIVERY: Las Vegas, New Mexico

STATE PURCHASING RESIDENT CERTIFICATION NO: L1795559376

NEW MEXICO CONTRACTORS LICENSE NO. 361394

BID ITEM(S): 1 Thru 9

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }

COUNTY OF Santa Fe }

I, Andrew Simeros, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract, or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature

Subscribed and sworn to before me, this 22<sup>nd</sup> day of February, 2017.



[Signature]  
Notary Public Signature  
My Commission Expires: December 14, 2020

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

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.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*2-22-17*  
\_\_\_\_\_  
Date

*Managing Member*  
\_\_\_\_\_  
Title (Position)

**BID BOND**

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

A.A.C. Construction, LLC  
18 La Luna Rd.  
Santa Fe, NM 87507

**SURETY (Name, and Address of Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Dr.  
Oklahoma City, OK 73134

**OWNER (Name and Address):**

City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701-4731

**BID**

Bid Due Date: February 22nd, 2017

Description (Project Name— Include Location): Storrie Lake Water Line Repair

**BOND**

Bond Number: BID

Date: February 22nd, 2017

Penal sum Five Percent Of The Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

A.A.C. Construction, LLC (Seal)

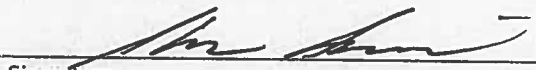
Bidder's Name and Corporate Seal

**SURETY**

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By:

  
Signature


Andrew Sisneros

Print Name

Managing Member

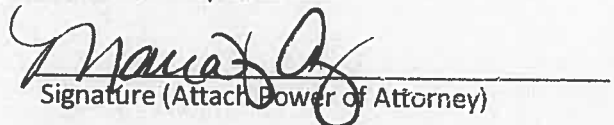
Title

Attest:

  
Signature

Title Witness

By:

  
Signature (Attach Power of Attorney)

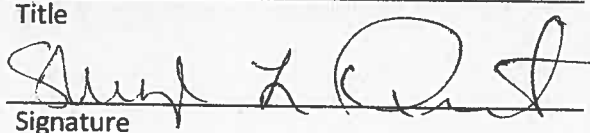
Maira Y. Ankeny

Print Name

Attorney-In-Fact

Title

Attest:

  
Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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 OKLAHOMA 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; SHERRY L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE 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; SHERRY L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE 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 Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President  
  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma 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 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 \_\_\_\_\_ day of February, 2013.



  
Kyle P. McDonald, Secretary/Treasurer



# *Certificate of Contractor Registration*



This is to certify that

**A.A.C. Construction, LLC**

18 LA LUNA RD

SANTA FE, NM, 87507-4312

has registered with the Department of Workforce Solutions

**Registration Date: 9/16/2016**

**Registration Number: 03058720140922**

**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>**

**STATE OF NEW MEXICO**

CONSTRUCTION INDUSTRIES DIVISION

**A.A.C. CONSTRUCTION, LLC.**

LICENSE NUMBER

**361394**

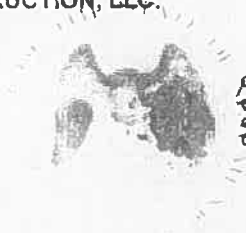
**Qualifying Party(S)  
SISNEROS ANDREW**

EXPIRES

**05/31/2018**

CLASSIFICATION(S)

**GB02 GB03 GF01 GF02  
GF04 GF05 GF06 GF07  
GF08 MM02**



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

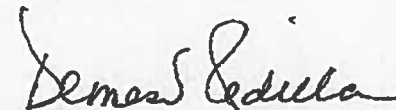
Issued to: **A.A.C. CONSTRUCTION, LLC**

DBA: **A.A.C. CONSTRUCTION, LLC**  
**18 LA LUNA RD**  
**SANTA FE, NM 87507-4312**

Expires: **17-Feb-2018**

Certificate Number:

**L1795559376**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**CONSENT AND APPROVAL OF ACTION OF THE SOLE  
MEMBER OF A.A.C. CONSTRUCTION, LLC FOR 2013**

THE UNDERSIGNED, being the sole Member of A.A.C. Construction, LLC (the "Company"), hereby ratifies and approves the following resolutions:

**RESOLVED;** that it is in the intent of the Company to maintain the present membership arrangement in the Company unless and until changed by a written resolution signed by the sole Member.

**FURTHER RESOLVED;** that the sole Member elected Andrew C. Sisneros to serve as Managing Member of the Company until the next annual meeting of the company, or until his successor is duly elected and qualified as provided in the Operating Agreement of the Company; and

**FURTHER RESOLVED;** that the sole Member approves and ratifies the actions of the Managing Members for the previous year.

Effective: June 25, 2013

  
\_\_\_\_\_  
ANDREW C. SISNEROS, MANAGING MEMBER

RECEIVED

FEB 22 2017

*2/22/17*  
*[Signature]*

CITY OF LAS VEGAS  
PURCHASING DEPT.

*Total Contracting Services*

**BID  
VETERANS**



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 - BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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.
3. "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; and
4. "coercive practice" means harrasing 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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 2,000.00	\$ 2,000.00
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 96.00	\$ 9,600.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 390.00	\$ 39,000.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storm Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 275.00	\$ 11,000.00
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 4,200.00	\$ 8,400.00
8	Installation of 14" Butterfly Valve With Valve and Gear Boxes	EA	2	\$ 6,600.00	\$ 13,200.00
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGRY \$ 95,700.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-2 (if seeking preference);

## ARTICLE 8 - DEFINED TERMS

8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Total Contracting Services, Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): GB

By: William R  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): William Rivera

Title: President  
(CORPORATE SEAL)

Attest [Signature]



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address P.O. Box 72395

Albuquerque, NM 87195

Phone No. 505-321-3881 Fax No. N/A

E-mail WRivers@fcsi.us

SUBMITTED on February 22, 20 17

9.02 Contractor License Information:

New Mexico Contractor's License Number 86999

License Classifications GB98, GF09, MM01

New Mexico Department of Workforce Solutions Registration Number 03018120140115

Federal Identification Number (FEDN #) 94-3429942

**ARTICLE 10 -- PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$8M allowing me the 16% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A  
(Signature of Business Representative)\*

N/A  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

*To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department*

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 94-3429942

SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-491671-00-4



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2008.

### 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 Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: Total Contracting Services, Inc.

AUTHORIZED AGENT: William Rivera

ADDRESS: P.O. Box 72395 Albuquerque, NM 87195

TELEPHONE NUMBER: (505) 321-3881

FAX NUMBER: ( ) N/A

DELIVERY: N/A

STATE PURCHASING RESIDENT CERTIFICATION NO. L1888845264

NEW MEXICO CONTRACTORS LICENSE NO. 86999

BID ITEM(S): Per Bid Form

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF New Mexico }

COUNTY OF Bernalillo }

I, William Rivera, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

William Rivera  
Signature

Subscribed and sworn to before me, this 22 day of February, 20 17.

(SEAL)

W. Nicole J.  
Notary Public Signature  
My Commission Expires: 1-04-2020



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

*Willie Z*  
\_\_\_\_\_  
Signature

February 22, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title (Position)

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Total Contracting Services, Inc  
PO Box 72395  
Albuquerque, New Mexico 87195

SURETY (Name and Address of Principal Place of Business): Granite RE, Inc.  
14001 Quailbrook Drive  
Oklahoma City, Oklahoma 73134

OWNER:  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

BID  
Bid Due Date: February 22, 2017  
Description (Project Name and Include Location): Storrie Lake Waterline Repair, Various Locations,  
Las Vegas, New Mexico

BOND  
Bond Number:  
Date (Not earlier than Bid due date):  
Penal sum Five Percent of Amount Bid \$ (5%)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER  
Total Contracting Services, Inc (Seal)  
Bidder's Name and Corporate Seal

SURETY  
Granite RE, Inc. (Seal)  
Surety's Name and Corporate Seal

By: Will R  
Signature

By: Stacey Boswell  
Signature (Attach Power of Attorney)

William Rivera  
Print Name

Stacey Boswell  
Print Name

President  
Title

Attorney-In-Fact  
Title

Attest: [Signature]  
Signature

Attest: Valerie Mimes  
Signature

Witness  
Title

Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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 OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WILLIAM W. BURKE, SHAWN E. GUSTAFSON, STACEY BOSWELL, WILLIAM W. BURKE, JR. 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:

WILLIAM W. BURKE, SHAWN E. GUSTAFSON, STACEY BOSWELL, WILLIAM W. BURKE, JR. 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 Secretary/Treasurer this 9<sup>th</sup> day of June, 2016.



\_\_\_\_\_  
Kenneth D. Whittington, President

\_\_\_\_\_  
Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

On this 9<sup>th</sup> day of June, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.



\_\_\_\_\_  
Notary Public

My Commission Expires:  
August 8, 2017  
Commission #: 01013257

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma 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 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  
22nd day of February, 2017



\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



**AGENT'S AFFIDAVIT**

Supplements to Bond Forms  
Section 00422

This Form must be used by Surety

STATE OF New Mexico)

) ss.

COUNTY OF Doña Ana)

Stacey Boswell

being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite RE, Inc.

14001 Quailbrook Drive

Oklahoma City, Oklahoma 73134

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of Storrie Lake Waterline Repair, Various Locations,  
Las Vegas, New Mexico

dated the 22<sup>nd</sup> day of February, 2017 executed by:

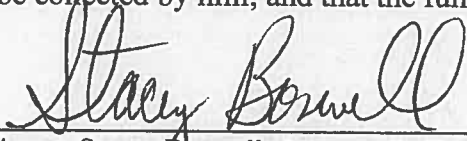
Total Contracting Services, Inc.

contractor, as principal and


Granite RE, Inc.

as Surety,

signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him; and that the full commission thereon has been or will be retained by him/her.

  
\_\_\_\_\_  
Agent, Stacey Boswell, Attorney-In-Fact

Subscribed and sworn to before me this 22<sup>nd</sup> day of February, 2017

  
\_\_\_\_\_  
Notary Public

My commission expires: September 9, 2018

Agent's Address: Burke Insurance Group, LLC.  
1691 Hickory Loop, Suite B  
Las Cruces, New Mexico 88005  
Telephone Number (575) 524-2222

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

---

Subcontract Category None  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category None  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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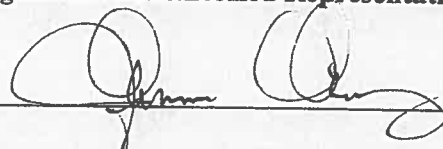
Subcontract Category NONE  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category NONE  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

 \_\_\_\_\_ Date: 02/22/2017

---

*Duplicate, complete, and submit additional sheets as required.*

**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

**RESIDENT CONTRACTOR CERTIFICATE**

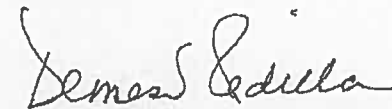
Issued to: **TOTAL CONTRACTING SERVICES, INC**

DBA: **TOTAL CONTRACTING SERVICES, INC**  
**PO BOX 72395**  
**ALBUQUERQUE, NM 87195-2395**

Expires: **18-Mar-2017**

Certificate Number:

**L1888845264**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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:* **TOTAL CONTRACTING SERVICES, INC.**  
**PERMANENT LICENSE #86999**

*Located at:* 1724 ATRISCO SW, ALBUQUERQUE, NM 87105

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

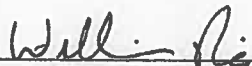
**GB98, GF04, GF09, MM01**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

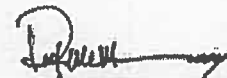
**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**05/16/2002**



*Signature of Contractor*



*Pat McMurray*

*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



## Certificate of Public Works Registration

**Total Contracting Services**

1724 Atrisco SW

Albuquerque, NM 87105

**Registration Date: 12/21/2015**

**Registration Expiration: 1/6/2020**

**Registration Number: 03018120140115**

**This certificate does not show the current status for the company.**

**To see the current status for this company please go to the NMDWS Public Works Website at**

**<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>**

*New Image Construction*

**BID  
VETERANS**





SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization, Insurance, and Bonds	LS	1	\$ 6,000.00	\$ 6,000.00
2	Demobilization and Closeout	LS	1	\$ 1,500.00	\$ 1,500.00
3	Construction Staking	LS	1	\$ 2,000 <sup>00</sup>	\$ 2,000 <sup>00</sup>
4	Removal of Existing 16" Concrete Cylinder Pipe Waterline, Including Any Bends and Valves, and Disposal	LF	100	\$ 6,500 <sup>00</sup>	\$ 6,500.00
5	Installation of 14" Ductile Iron Pipe Waterline Including 5 Bends, Fittings, Restraints, Reclamation Seeding, Identification Tape, Tracer Wire, Terminal Boxes, and Trenching and Backfilling	LF	100	\$ 275.00	\$ 27,500.00
6	Installation of 14" PVC DR-18 or 16" HDPE DR-11 Waterline by Using the Existing 16" CCP to Slip Line Under the Storrie Lake Canal, Including all Fusing, Excavation Pits, and Connections to Ductile Iron Bends, CIP	LF	40	\$ 240.00	\$ 9,600 <sup>00</sup>
7	Provide Connection to Existing 16" CCP Waterline	EA	2	\$ 5,000 <sup>00</sup>	\$ 10,000 <sup>00</sup>
8	Installation of 14" Butterfly Valve With Valve, and Gear Boxes	EA	2	\$ 5,000 <sup>00</sup>	\$ 10,000 <sup>00</sup>
9	Laboratory Testing Allowance	ALLOW	1	\$ 5,000.00	\$ 5,000.00

TOTAL BID AMOUNT W/O NMGR \$ 78,100.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID- 9 (if seeking preference);

## **ARTICLE 8 – DEFINED TERMS**

8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: New Image Construction Inc. (SEAL)

State of Incorporation: New Mexico  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Johnny Manzanares  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Johnny Manzanares

Title: President/ Owner  
(CORPORATE SEAL)

Attest Margaret Manzan

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address HCR 72 Box 5

Ribera, NM 87560

Phone No. (505) 699-0166 Fax No. (575) 421-2822

E-mail newimagemanzan@aol.com

SUBMITTED on Feb. 22, 2017

9.02 Contractor License Information:

New Mexico Contractor's License Number 366062

License Classifications GB98-GF09

New Mexico Department of Workforce Solutions Registration Number 03025920140321

Federal Identification Number (FEIN #) 80-0568873

**ARTICLE 10 – PREFERENCES**

10.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

10.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A  
(Signature of Business Representative)\*

N/A  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and two (2) copies of Bid.*

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0568873  
SOCIAL SECURITY NUMBER: 525-21-6364

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03186160001

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: New Image Construction INC.  
 AUTHORIZED AGENT: Johnny Manzanares  
 ADDRESS: HCR 72 Box 5 Ribera, NM 87560  
 TELEPHONE NUMBER: 505 699-0166 (575) 421-2822  
 FAX NUMBER: (575) 421-1222  
 DELIVERY: N/A  
 STATE PURCHASING RESIDENT CERTIFICATION NO: L0968241200  
 NEW MEXICO CONTRACTORS LICENSE NO. 366062  
 BID ITEM(S): N/A

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
 COUNTY OF San Miguel }

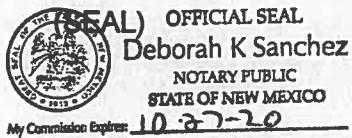
I, Johnny Manzanares, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Johnny Manzanares  
 Signature

Subscribed and sworn to before me, this 22<sup>nd</sup> day of February, 2017.

DKS  
 Notary Public Signature

My Commission Expires: 10-27-20



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

*Julio May*  
\_\_\_\_\_  
Signature

*Feb. 22, 2017*  
\_\_\_\_\_  
Date

*President/owner*  
\_\_\_\_\_  
Title (Position)



**BID BOND**

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):** New Image Construction Inc.  
HCR 72 Box 5  
Ribera, New Mexico 87560

**SURETY (Name and Address of Principal Place of Business):** Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004

**OWNER:**  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: 2/22/17  
Description (Project Name and Include Location): Storrie Lake Waterline Repair

**BOND**  
Bond Number: TBD  
Date (Not earlier than Bid due date): 2/22/17  
Penal sum Five Per-Cent (5%) of Amount Bid \$ \_\_\_\_\_  
(Words) (Figures)

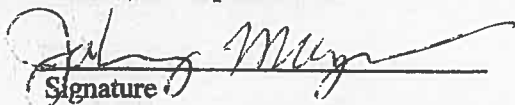
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER** New Image Construction Inc. **SURETY** Philadelphia Indemnity Insurance Company  
(Seal) (Seal)

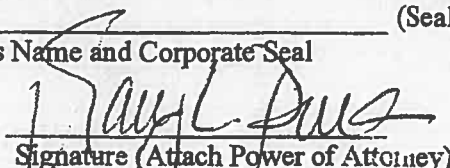
Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

  
Signature

By:

  
Signature (Attach Power of Attorney)

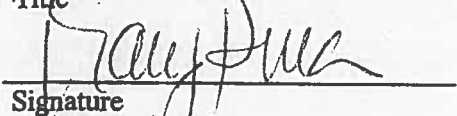
Johnny Manzanera  
Print Name

Tracy L. Duran  
Print Name

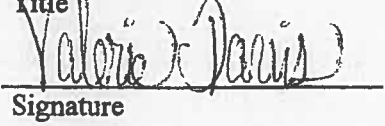
Prop. dev.  
Title

Attorney-In-Fact  
Title

Attest:

  
Signature

Attest:

  
Signature

Witness  
Title

Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGENT'S AFFIDAVIT

To Be Filled in by Agent

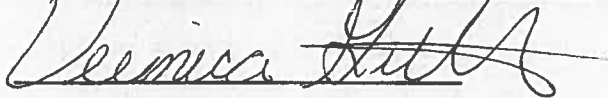
STATE OF New Mexico

COUNTY OF Bernalillo

Tracy L. Duran being first duly sworn, deposes and says That he/she is the duly appointed agent for and is licensed in the State of New Mexico.

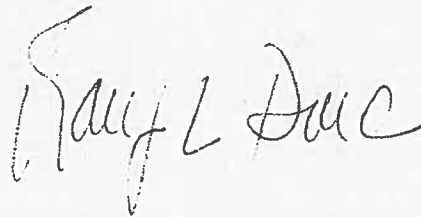
Deponent further states that a certain bond was given to indemnify New Image Construction Inc. in connection with the construction of City of Las Vegas Waterline Projects dated the 22nd day of February 20 17, executed by Contractor, as principal, and, as surety, signed by This Deponent; and Deponent further states that said bond was written, Signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has\ been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 22nd day of February 20 17



Notary Public My Commission Expires

3/25/2018



Agent's Address

2116 Vista Oeste NW Bldg. 5  
Albuquerque, New Mexico 87120  
505 923 9922

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

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

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

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

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

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



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22<sup>nd</sup> day of FEBRUARY, 2017.

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

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category

None

Estimated Value of Work

Subcontractor's Name

Business Address

Phone Number

E-mail Address

Federal Identification No. (FEIN #)

New Mexico Contractor's License No.

License Categories

New Mexico Dept. of Workforce Solutions Registration No.  
(list only if value of work is in excess of \$60,000)

Subcontract Category

Estimated Value of Work

Subcontractor's Name

Business Address

Phone Number

E-mail Address

Federal Identification No. (FEIN #)

New Mexico Contractor's License No.

License Categories

New Mexico Dept. of Workforce Solutions Registration No.  
(list only if value of work is in excess of \$60,000)



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Subcontract Category \_\_\_\_\_

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. \_\_\_\_\_

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_

Estimated Value of Work \_\_\_\_\_

Subcontractor's Name \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

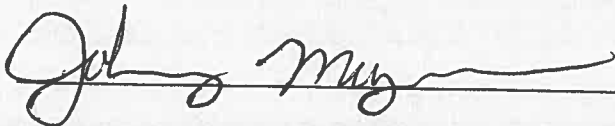
New Mexico Contractor's License No. \_\_\_\_\_

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**



Date: \_\_\_\_\_

2-22-17

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*Duplicate, complete, and submit additional sheets as required.*

## **Work experience for Johnny Manzanares**

**I have an extensive experience of twenty-three years as a general contractor. I have a variety of construction site experience including insights of inspection codes and standards, building work, concrete, remodels, equipment maintenance, and OSHA Construction site safety regulations.**

**Additionally, I have utility work experience which consists of, water mains, sewer mains, gravity sewer main, and forced sewer mains. As a foreman on all projects listed above, I have managed a significant amount of utility and commercial construction projects. Please review the attached work experience and projects, which were completed under my supervision.**

<b>Owner's Name, Address &amp; Phone No.</b>	<b>Design Engineer's Name</b>	<b>Project Title</b>
San Miguel County 500 West National Ave. Suite 200 Las Vegas, NM 87701	Soleil West Kevin Balciar 11930 Menaul NE Suite 109 Albuquerque, NM 87112	El Pueblo Fire Station
Pueblo of Picuris Picuris Pueblo, NM 87553	IHS Engineering Elexandria Bileen 505-946-9585	Picuris Pueblo Sewer Main
County of McKinley P.O. Box 70 Gallup, NM 87303,0070	DePauli Engineering & Surveying, LLC. P.O. Box 876, 307 S. 4 <sup>th</sup> Street Gallup, NM 87301 863-5440	Water well and storage. Tank Vander wagon Fire station
Pueblo of Tesuque Route 42 Box 360-T Santa Fe, NM 87506	IHS Engineering Elexandria Bileen 505-946-9585	Pueblo of Tesuque Sewer Main Rehabilitation
City of Moriarty P.O. Box 130 201 Broadway S. Moriarty, NM 87035	Molzen Corbin John M. Provine, PE 2701 Miles Road. SE Albuquerque, NM 87106 505-242-5700	City of Moriarty Airport Sewer Extension
City of Tucumcari 215 East Center Street Tucumcari, NM 88401	Forsgren Associates Inc. Jennifer M. Walters, PE Project Manager 4110 Cutler Avenue NE. Suite 100 Albuquerque, NM 87110 505-814-2796 505-453-6046	City of Tucumcari Fixed Base Advanced
El Valle De Los Ranchos Water and Sanitation District P.O. Box 2717 #8 Miranda Canyon Road Ranchos De Taos, NM 87557	Abeyta Engineering, Inc. Alex R. Abeyta, PE 209-D Camino De La Merced Taos, NM 87571 575-737-0377	El Valle De Los Ranchos Water and Sanitation District Water Improvements Phase 3A
City of Las Vegas Las Vegas, New Mexico	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	Las Vegas Landfill Corrective Measures and Closure Project



STATE OF NEW MEXICO  
Taxation and Revenue Department



Susana Martinez  
Governor

Demesia Padilla, CPA  
Secretary

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

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

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
REGISTRATION CERTIFICATE

Date ID Issued <b>01-Apr-2010</b>	IDENTIFICATION NUMBER <b>03-186160-00-1</b>	Business Start Date <b>11-Mar-2010</b>
Business Location <b>6 COUNTY RD B58</b>	Business End Date	
City and State <b>RIBERA, NM</b>	Zip Code <b>87510</b>	
Taxpayer Name <b>NEW IMAGE CONSTRUCTION, INC</b>	Taxpayer Type <b>Corporation</b>	
Firm Name <b>NEW IMAGE CONSTRUCTION, INC</b>	Filing Frequency <b>Monthly</b>	
Mailing Address <b>HC 72 BOX 5</b>		
City and State <b>RIBERA, NM</b>	Zip Code <b>87560-9601</b>	

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

Division Director Tax Administration

By Ron L. Scott

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
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THIS CERTIFICATE IS NOT TRANSFERABLE

# *Certificate of Contractor Registration*



This is to certify that

**New Image Construction Inc.**

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

**Registration Date: 2/25/2016**

**Registration Number: 03025920140321**

**This certificate 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

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

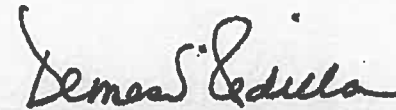
## RESIDENT CONTRACTOR CERTIFICATE

Issued to: **NEW IMAGE CONSTRUCTION, INC**  
DBA: **NEW IMAGE CONSTRUCTION, INC**  
**HC 72 BOX 5**  
**RIBERA, NM 87560-9601**

Expires: **11-Sep-2018**

Certificate Number:

**L0968241200**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO**  
CONSTRUCTION INDUSTRIES DIVISION

**NEW IMAGE CONSTRUCTION INC.**

LICENSE NUMBER

**366062**

Qualifying Party(ies)

**MANZANARES JOHNNY  
MANZANARES JOHNNY**

EXPIRES

**06/30/2019**

CLASSIFICATION(S)

**GEN. OFCS**



  
DIRECTOR

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

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 03/02/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 03/15/17

**ITEM/TOPIC:** Award request for bids #2017-15 for the East Loop Segment B project to File Construction and enter into agreement.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award bid #2017-15 to File Construction and enter into agreement.

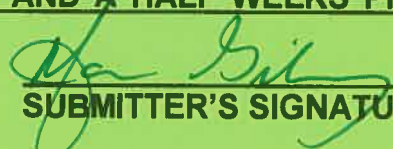
**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed bids for the East Loop Segment B project. This segment of the project will consist of installing 3200 feet of 8 inch water line from NM highway 250 to North Grand Ave. to include 3 jack and bores.

Advertised:	January 25, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website
Bid Opening:	February 22, 2017
Number of Bidders:	10 – TLC Plumbing, TRC Construction, Gandy Dancer LLC, A.A.C. Construction, Adame Construction, File Construction, Garcia Underground Inc., New Image Construction, Hays Plumbing, Total Contracting, (See attached bid tabulation)
Funding Source:	City Funding
Budget Line Item:	646-0000-650-8762

**STAFF RECOMMENDATION:** Approval to award bid #2017-15 to File Construction and enter into agreement.

**COMMITTEE RECOMMENDATION:** This item will be discussed at the March 14, 2017 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.**

  
\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**



\_\_\_\_\_  
**TONITA GURULE-GIRON  
MAYOR**



\_\_\_\_\_  
**RICHARD TRUJILLO  
CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS  
FINANCE DIRECTOR  
(PROCUREMENT)**

\_\_\_\_\_  
**PURCHASING AGENT  
(FOR BID/RFP AWARD)**

\_\_\_\_\_  
**H. CHICO GALLEGOS  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)**



March 6, 2017

Mr. Marvin Cordova  
Project Manager  
City of Las Vegas  
905 12<sup>th</sup> Street  
Las Vegas, New Mexico 87701

**RE: Information for Consideration of Award  
East Loop Segment B Water Line**

LVG140-11

Dear Mr. Cordova:

The City of Las Vegas received ten (10) Bids on February 22, 2017 for the East Loop – Segment B Water Line Project. A summary of the Bids received and the Engineer's estimate is provided on the enclosed Bid Tabulation and on the Bid Evaluation Summary.

The apparent Low Bidder was Hays Plumbing in the amount of \$268,080.16, including, NMGRT.

Hays Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active MM98, GB98, GF98, GA01, GF 09, E101, ES02, with License No. 8243.

Should the City decide to award the project to Hays Plumbing, please let us know and we will provide the City with the appropriate Notice of Award form.

Please call me or Mr. Clayton H. Ten Eyck, P.E., at (505) 242-5700, if you have any questions or need additional information.

Sincerely,

MOLZEN CORBIN



For Douglas W. Albin

DWA:ptm  
Enclosures

cc: Ms. Maria Gilvarry, City of Las Vegas  
Mr. Clayton Ten Eyck, P.E. Molzen Corbin  
Mr. Jonah Ruybalid, P.E. Molzen Corbin

**BID EVALUATION SUMMARY**

BID DATE: February 22, 2017

ENGINEER: Molzen-Corbin & Associates

OWNER: City of Las Vegas

PROJECT: EAST WATERLINE LOOP- PHASE B

	Hay's Plumbing & Heating, Inc.	File Construction LLC	New Image	Garcia Underground, Inc.	Adame	TRC Construction, Inc.	Total Contracting Services, Inc.
Bid Signed?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	8243	379720	366062	81430	367697	87667	86999
NMDWFS Registration No.	002369720111209	03008620130916	03025920140321	0115152009091	0022404200110516	002201920110314	
Verification of Contractor's License and Classifications per NM Construction Industries	MM98, GB98, GF98, GA01, GF09, E101, ES02	GB02, GB98, GF05, GF07, GF09, MM01	GF09, GB98	GF09	GF09, GS04	GB98, GF09, GF08, EE98	GB98, GF09, MM01
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Subcontractor listed in Bid	DH Underground, 814 Solutions	DH Underground	DH Underground	DH Underground	No Subs	No Subs	DH Underground
Are subcontractors registered with NMDWFS	Yes	Yes	Yes	Yes	N/A	N/A	Yes
Verification of Bid Bond	Western Surety NAIC# 13188 with the underwriting limitation of \$131,504,000.00	Westfield Insurance Company NAIC# 24112 with the underwriting limitation of \$109,244,000.00	Philadelphia Indemnity Insurance Company NAIC# 18058 with the underwriting limitation of \$204,752,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00	The Ohio Casualty Insurance Company NAIC# 24074 with the underwriting limitation of \$153,699,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Base Bid exclusive of NMGR	\$247,316.00	\$276,540.00	\$280,609.00	\$293,715.72	\$313,599.00	\$325,852.73	\$355,463.00
Resident Contractor- 5%	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No	No	No	No	No
Amount with Preferences	\$234,950.20	\$262,713.00	\$266,578.55	\$279,029.93	\$297,919.05	\$309,560.09	\$337,689.85
Bid Amount Correct?	Yes	Yes	Yes	Yes	Yes	Yes	No- \$355,465.33

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the internet.

**BID EVALUATION SUMMARY**

BID DATE: February 22, 2017

ENGINEER: Molzen-Corbin &amp; Associates

OWNER: City of Las Vegas

PROJECT: EAST WATERLINE LOOP- PHASE B

	TLC	Gandy Dancer	A.A.C. Construction, LLC
Bid Signed?	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Contractor's License No noted in Bid	51429	358418	361394
NMDWFS Registration No.	0191742011629	28504817852016	03058720140922
Verification of Contractor's License and Classifications per NM Construction Industries	GA98, GB98, GF98, MM98, EE98	GA98, GB98, GF04, GF06, GF09, GS05, GS08, GS15	GB98, GA98, MM02, GF01, GF03, GF04, GF05, GF07, GF08, GF09
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes
Subcontractor listed in Bid	DH Underground	DH Underground, SW Safety Services	No Subs
Are subcontractors registered with NMDWFS	Yes	Yes	N/A
Verification of Bid Bond	Great American Insurance Company NAIC# 16691 with the underwriting limitation of \$152,110,000.00	Merchants Bonding Company	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of \$2,004,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes
Base Bid exclusive of NMGRT	\$400,010.00	\$409,570.00	\$423,447.00
Resident Contractor- 5%	Yes	Yes	Yes
Resident Veteran Contractor	No	No	No
Amount with Preferences	\$380,009.50	\$389,091.50	\$402,274.65
Bid Amount Correct?	Yes	Yes	Yes

**Bid Tabulation**  
**East Waterline Loop - Phase B**  
**City of Las Vegas**

Bid Opening: February 23, 2017 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		Ely's Plumbing & Heating, Inc.		Pile Construction, LLC		New Samps		Couch Underground, Inc.		Adams		TBC Construction, Inc.		Total Contracting Services, Inc.		TLC		Gandy Digger		A.A.C. Construction, LLC			
				High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount	High Price	Amount
1	Soak and Drain No. 1, including Catch, Control Pipe, and Inlets, CIP	LS	1	\$40,000.00	\$40,000.00	\$31,500.00	\$31,500.00	\$31,500.00	\$31,500.00	\$23,537.00	\$23,537.00	\$20,300.00	\$20,300.00	\$44,000.00	\$44,000.00	\$27,412.00	\$27,412.00	\$42,000.00	\$42,000.00	\$42,000.00	\$42,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00		
2	Soak and Drain No. 2, including Catch, Control Pipe, and Inlets, CIP	LS	1	\$20,000.00	\$20,000.00	\$14,757.00	\$14,757.00	\$14,757.00	\$14,757.00	\$10,537.00	\$10,537.00	\$9,000.00	\$9,000.00	\$18,000.00	\$18,000.00	\$11,412.00	\$11,412.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00		
3	Soak and Drain No. 3, including Catch, Control Pipe, and Inlets, CIP	LS	1	\$20,000.00	\$20,000.00	\$14,757.00	\$14,757.00	\$14,757.00	\$14,757.00	\$10,537.00	\$10,537.00	\$9,000.00	\$9,000.00	\$18,000.00	\$18,000.00	\$11,412.00	\$11,412.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00		
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,400	\$18.00	\$43,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00	\$13.00	\$31,200.00
5	8" Cast Volute with Volute Box	EA	4	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
6	8" PVC Water Line, including Trenching and Backfilling	LF	153	\$40.00	\$6,120.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00	\$30.00	\$4,590.00
7	Connect to existing water line	EA	4	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
8	Gravel to surround and infiltrate	SY	500	\$70.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00	\$50.00	\$35,000.00
9	Pre-scheduled Construction Change	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
10	Substation of Work	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
11	Trenching Allowance	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	
Subtotal				\$204,000.00		\$147,257.00		\$147,257.00		\$105,370.00		\$90,000.00		\$180,000.00		\$114,120.00		\$160,000.00		\$160,000.00		\$180,000.00		\$180,000.00		\$180,000.00	
Gross Random Tax @ 0.0000%				\$204,000.00		\$147,257.00		\$147,257.00		\$105,370.00		\$90,000.00		\$180,000.00		\$114,120.00		\$160,000.00		\$160,000.00		\$180,000.00		\$180,000.00		\$180,000.00	
TOTAL				\$204,000.00		\$147,257.00		\$147,257.00		\$105,370.00		\$90,000.00		\$180,000.00		\$114,120.00		\$160,000.00		\$160,000.00		\$180,000.00		\$180,000.00		\$180,000.00	

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (\*)

*Charles H. TS 3/17*  
 Charles H. Tseng, P.E.  
 Date



## UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

**PROJECT NAME:** East Loop Waterline Segment B

**PROJECT NUMBER:** UT-WFD-2013-2

**PROJECT DESCRIPTION:** To install 3200 feet of 8 inch Waterline from N.M. 250 to North Grand Ave, Including 3 Jack and Bores.

**ACTION TIMELINE:** April-Sep 2017

**ENGINEER/CITY ESTIMATE:** \$300,000

<u>Funding Sources</u>	<u>Estimates</u>	<u>Expended to Date 2016</u>	<u>Est to be expended in 2017</u>
SRF Funding \$ 0	Permits \$2,000	Permits \$ 0	Permits \$0
City Funds \$405,000	Survey \$4,000	Survey \$ 3,500	Survey \$0
<b>TOTAL : \$405,000</b>	Construction Service \$19,000	Construction Service \$ 0	Construction Services \$19,000
	Design \$24,000	Design \$ 24,000	Design* \$0
	<u>Construction Phase \$ 324,000</u>	<u>Construction Phase \$ 0</u>	<u>Construction Phase \$350,000</u>
	<b>Total \$ 349,000</b>	<b>Total paid \$27,500</b>	<b>Total \$369,000</b>

**BUDGETED AMOUNT:** \$405,000

**LINE ITEM NUMBER:** 646-0000-650-8762- ~\$369,000

<b>ACTION</b>	<b>DESCRIPTION</b>	<b>DATE</b>
<b>Loan/Grant</b>	Pre- Construction NMFA Funded Construction City Funded	N/A
<b>Authorized Ordinance</b>	N/A	N/A
<b>Loan/Subsidy Agreement</b>	N/A	N/A
<b>Engineering Services Agreement</b>	Engineering services on call agreement	7/1/13
<b>Document Review</b>	N/A	N/A
<b>Pipeline - Construction</b>	City began Construction of pipeline	4/13
<b>Jack and Bore - Construction</b>	City to go out to bid for Jack and Bore and pipeline Construction	1/17
<b>Document Review</b>	Bid Documents	1/17
<b>RFB Advertised</b>	Las Vegas Optic, Albuquerque Journal and City Website	1/17
<b>RFB Opening</b>	Opened at City Hall	2/22/17
<b>Staff Recommendation</b>	Award to File Construction	3/17
<b>Committee Recommendation</b>	Item discussed at Utility Advisory Committee- recommendation for approval will be provided at the council meeting	3/17
<b>Council Approval</b>	Item taken to City Council Workshop for discussion Item taken to City Council for approval	N/A 3/17
<b>Notice to Proceed</b>	Contractor given NTP	TBD

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2 a. 11 am Feb 22  
2017 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or  
other designated area at the City Offices; ON THE FOLLOWING:

East Loop Segment B

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

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at  
the office of: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New  
Mexico 87701; with the envelope marked: East Loop Segment B, Opening No.  
2017-15; on the lower left-hand corner of the submitted envelope. It shall be the  
responsibility of the bidder to see that their bid is delivered to the City Clerk by the date and  
time set for the bid request. If the mail or delivery of bid request is delayed beyond the  
opening date and time, bid 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,

  
RICHARD TRUJILLO, CITY MANAGER

  
H. CHICO GALLEGOS, CITY ATTORNEY

  
GASANDRA FRESQUEZ, CITY CLERK

  
ANN M. GALLEGOS, FINANCE DIRECTOR

  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-15

Date Issued: Jan 13, 2017

Date Issued: Jan 13, 2017

Published: Las Vegas Optic Jan 25, 2017

City website: www.lasvegasnm.gov

Albuquerque Journal Jan 25, 2017

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER () \_\_\_\_\_

FAX NUMBER () \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): East Loop Segment B

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 }

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

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Notary Public Signature  
My Commission Expires: \_\_\_\_\_

## STANDARD BID CLAUSES

### AWARDED BID

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

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

### TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before Feb 22, 2017 at 11:00 am, 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 January, 2017. The successful Bidder will be notified by mail.

### ENVELOPES

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

### BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### NON-COLLUSION

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

### RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see 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 then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

SOCIAL SECURITY NUMBER:

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and three (3) copies of Bid documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions 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 in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### NON-EXCLUSION

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

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

Brand 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 specified 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 in the City of Las Vegas.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

*Original Bid*

**BID**

**BID FORM**

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;



2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$	\$
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$	\$
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$	\$
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$	\$
5	8" Gate Valves w/Box	EA	4	\$	\$
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$	\$
7	Connect to Existing Water Line	EA	4	\$	\$
8	Asphalt removal and replacement	SY	900	\$	\$
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ \_\_\_\_\_

NMGRT @ 8.3958% \$ \_\_\_\_\_

**TOTAL BID AMOUNT \$ \_\_\_\_\_**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number \_\_\_\_\_

New Mexico Department of Workforce Solutions Registration Number \_\_\_\_\_

License Classifications \_\_\_\_\_

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? \_\_\_\_\_

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.



CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (     ) \_\_\_\_\_

FAX NUMBER: (     ) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO. \_\_\_\_\_

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date:

Description *(Project Name and Include Location):*

BOND

Bond Number:

Date *(Not earlier than Bid due date):*

Penal sum

\_\_\_\_\_ (Words)

\$

\_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

**SURETY**

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

\_\_\_\_\_ Date: \_\_\_\_\_

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*Duplicate, complete, and submit additional sheets as required.*

CITY OF LAS VEGAS  
PROPOSAL/BID OPENING

DATE: 22-Feb-2017

OPENING NO.: 2017-15


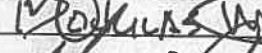
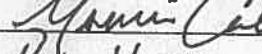
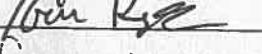
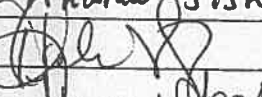
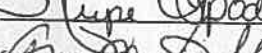
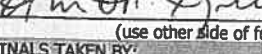

TIME: 11:00 AM

DEPARTMENT: UTILITIES

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

ITEM(S): East Loop Segment B

RECEIVED FROM:	AMOUNT	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 TLC Plumbing & Utility	433,594.04	✓	✓	✓
TRC Construction Inc	353,210.41	✓	✓	✓
2 Gandy Dancer, LLC	443,956.68	✓	✓	✓
A.A.C. Construction LLC	458,998.76	✓	✓	✓
3 Adame Construction Inc	339,928.14	✓	✓	✓
File Construction LLC	299,757.75	✓	✓	✓
4 Garcia Underground Incorporated	318,375.50	✓	✓	✓
New Image Construction Inc	304,168.37	✓	✓	✓
5 Hays Plumbing	268,080.16	✓	✓	✓
Total Contracting Services Inc.	385,307.00	✓	✓	✓
6				

COMPANY REPRESENTATIVE	COMPANY NAME
	CU - UTILITIES
	MALZEN - CARRIN
	City of Las Vegas
	HAYS P/H
Garcia Underground Inc	John Garcia
Garcia Underground Inc.	Sandra Garcia
Andrew Sison	A.A.C. Construction LLC
	City of Las Vegas Purchasing
	City of LV - Inventory
	City of LV - Finance
(use other side of form when full)	
ORIGINALS TAKEN BY:	OPENED BY: FINANCE DEPARTMENT
DATE:	
	DATE: <u>2/22/17</u>
COPIES TAKEN BY:	
<u>B. to 1</u>	
DATE: <u>2-27-17</u>	



**BID FORM**

**PROJECT IDENTIFICATION:** East Waterline Loop -- Segment B

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 - BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

**4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42000. <sup>00</sup>	\$ 42000. <sup>00</sup>
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 24000. <sup>00</sup>	\$ 24000. <sup>00</sup>
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 75000. <sup>00</sup>	\$ 75000. <sup>00</sup>
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 64.	\$ 159360. <sup>00</sup>
5	8" Gate Valves w/Box	EA	4	\$ 2500. <sup>00</sup>	\$ 10,000. <sup>00</sup>
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 150	\$ 22650. <sup>00</sup>
7	Connect to Existing Water Line	EA	4	\$ 2000	\$ 8000. <sup>00</sup>
8	Asphalt removal and replacement	SY	900	\$ 10	\$ 9,000. <sup>00</sup>
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 400,010.<sup>00</sup>

NMGRT @ 8.3958% \$ 33,584.<sup>04</sup>

TOTAL BID AMOUNT \$ 433,594.<sup>04</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)


Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: TLC Company Inc. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): GB

By: X   
(Signature – attach evidence of authority to sign)

Name (typed or printed): Dale Armstong

Title: President  
(CORPORATE SEAL)

Attest X 

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 5000 Edith Blvd NE

Albuquerque, NM 87107

Phone No. 505-761-9696 Fax No. 505-761-5559

E-mail tcovel@tlcplumbing.com

SUBMITTED on February 22, 20 17.

**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 51429

New Mexico Department of Workforce Solutions Registration Number 0191742011629

License Classifications GA98, GB98, GF98, MM98, EE98

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.



**CLARIFICATION OF BID**

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0410487

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-226090-000

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: TLC Company Inc.

AUTHORIZED AGENT: Dale Armstrong - President

ADDRESS: 5000 Edith Blvd NE, Albuquerque, NM 87107

TELEPHONE NUMBER: (505) 761-9696

FAX NUMBER: (505) 761-5559

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: L0057474000

NEW MEXICO CONTRACTORS LICENSE NO. 51429 GA98, GB98, GF98, MM98, EE98

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

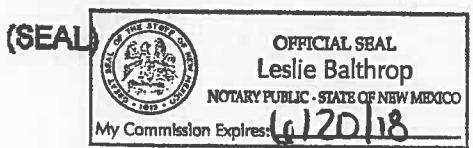
STATE OF New Mexico }

COUNTY OF Bernalillo }

I, Dale Armstrong, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

X  
[Signature]  
Signature

Subscribed and sworn to before me, this 22nd day of February, 2017.



[Signature]  
Notary Public Signature  
My Commission Expires: June 20, 2018

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2008, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

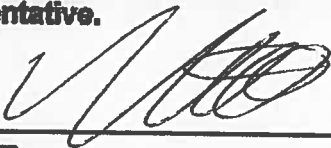
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

X   
\_\_\_\_\_  
Signature

February 22, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
\_\_\_\_\_  
Title (Position)

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

TLC Company, Inc.  
5000 Edith NE  
Albuquerque, NM 87107

**SURETY (Name and Address of Principal Place of Business):**

Great American Insurance Company  
301 E Fourth Street  
Cincinnati, OH 45202

**OWNER:**

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): East Waterline Loop-Segment B. Las Vegas, NM.

**BOND**

Bond Number: Bid Bod

Date (Not earlier than Bid due date): February 22, 2017

Penal sum \*\*\*Five Percent (5%) of Amount Bid\*\*\*  
(Words)

(\$ -----5%-----)  
(Figures)

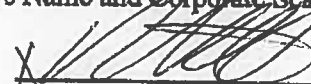
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

TLC Company, Inc.

Bidder's Name and Corporate Seal


By:

  
Signature

Dale Armstrong  
Print Name

President  
Title

Attest:

  
Signature

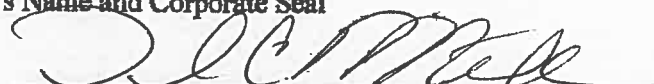
Estimator  
Title

**SURETY**

Great American Insurance Company

Surety's Name and Corporate Seal

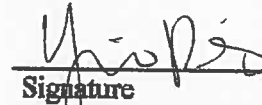
By:

  
Signature (Attach Power of Attorney)

David C. Mitchie  
Print Name

Attorney-In-Fact  
Title

Attest:

  
Signature

Client Service Agent  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



**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 SIX

No. 0 14737

**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, each individually if more than one is named, 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, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; 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.

	Name	Address	Limit of Power
THOMAS M. PADILLA	SUSAN D. MARTIN	ALL OF	ALL
SHIRLEY A. TALLEY	E. LARRY LUJAN	ALBUQUERQUE,	\$100,000,000.00
DAVID C. MITCHIE	MICHAEL BYRD	NEW MEXICO	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

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 DECEMBER, 2015

GREAT AMERICAN INSURANCE COMPANY



*Michael C. Byrd*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of DECEMBER, 2015, before me personally appeared DAVID C. KITCHIN, 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 Commission Expires 05-18-2020

*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 22nd day of Feb., 2017



*Michael C. Byrd*  
Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Jack & Bore  
Estimated Value of Work \$44,000.-  
Subcontractor's Name DH Underground Inc.  
Business Address P.O. Box 91958  
ABQ, NM 87199  
Phone Number 505-220-0115  
E-mail Address john@dhunderground.com  
Federal Identification No. (FEIN #) 85-0452083  
New Mexico Contractor's License No. 61581  
License Categories GF9  
New Mexico Dept. of Workforce Solutions Registration No. 002272520110701e  
(list only if value of work is in excess of \$60,000)

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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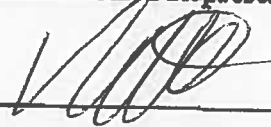
**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

x  \_\_\_\_\_

**Date:** February 22, 2017

---

*Duplicate, complete, and submit additional sheets as required.*

**AGREEMENT**



# 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-2017**

Certificate Number:

**L0057474000**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Bill Richardson  
Governor

Edward J. Lopez  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

Lisa D. Martinez  
Director

*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(s) of:*

**EE98, EL01, GA01, GA98, GB98, GF02, GF04, GF08,**

*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**

  
Signature of Contractor

  
Lisa D. Martinez  
Director

NOTE: This Certificate is new and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. 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: 4/7/2016**

**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>**



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.

[Signature] Ronald Burnett, Secretary

[Signature] Dale Armstrong, Shareholder

1-23-07 Date

[Signature] Ronald Burnett, Shareholder

1-23-07 Date

[Signature] Rhonda D Ballard Notary

My commission expires:

Jan 23, 2010

**BID FORM**

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:  
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 27,812.00	\$ 27,812.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 10,962.00	\$ 10,962.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,425.00	\$ 42,425.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 42.45	\$ 105,700.50
5	8" Gate Valves w/Box	EA	4	\$ 2,579.50	\$ 10,318.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 125.73	\$ 18,985.23
7	Connect to Existing Water Line	EA	4	\$ 1,862.50	\$ 7,450.00
8	Asphalt removal and replacement	SY	900	\$ 58.00	\$ 52,200.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 325,852.73

NMGRT @ 8.3958% \$ 27,357.94

TOTAL BID AMOUNT \$ 353,210.67

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: TRC Construction, Inc. (SEAL)

State of Incorporation: New Mexico

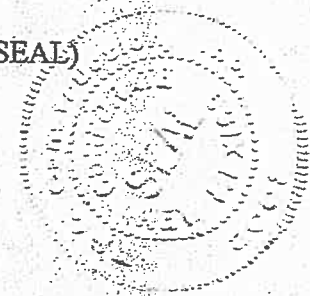
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Shannon Carter  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Shannon Carter

Title: Vice President  
(CORPORATE SEAL)

Attest Aimee Kersch :





# Affidavit of Authority to Sign for a Company, Corporation or Partnership\*

Date: 02/02/2017

We, TRC Construction, Inc.  
(Name of Company, Corporation or Partnership)

789 Highway 516  
(Street Address)

Flora Vista, NM 87415  
(City, State & Zip)

certify that Shannon Carter  
(Typed/Printed Name of Individual Granted Authority to Sign for Your Company, Corporation or Partnership)

has the authority to execute title documents on behalf of our company, corporation or partnership for vehicles owned by our company, corporation, or partnership.

**Note: An officer, partner or owner of the company, corporation or partnership must sign this form under oath. A copy of grantor's drivers license is required upon initial receipt of this affidavit.**

Sworn to and subscribed before me:

This day of, 2nd February 2017  
(Day) (Month) (Year)

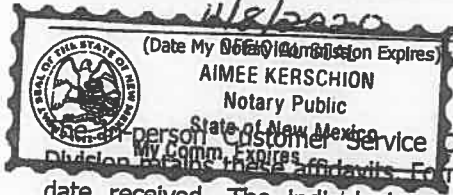
Aimee Kerschion  
(Printed/Typed Name of Notary Public)

Aimee Kerschion  
(Notary Public's Signature & Notary Seal or Stamp)

Terry Carter  
(Printed Name of Officer, Partner or Owner)

Terry Carter  
(Signature of Officer, Partner or Owner)

President  
(Job Title/Position)



### General Information

in-person Customer Service Operations of the Department of Revenue's Motor Vehicle Division will expire on these affidavits, Form T-19, in the Title Processing Unit for one (1) year from the date received. The individual granted authority to sign for your company, corporation or partnership must submit two (2) original affidavits, Form T-19, to the Title Processing Unit of the Motor Vehicle Division. The Motor Vehicle Division returns to the individual one (1) original, stamped affidavit, which indicates that it is in our files and valid for one (1) year from the date received. The authorized individual must submit a legible copy of the 'stamped' affidavit, Form T-19, with each set of title documents submitted for processing on behalf of your company, corporation or partnership.

\*This form can be electronically completed and printed from the Department of Revenue's web site, [www.dor.ga.gov](http://www.dor.ga.gov), for signing, notarization and submission in-person only! The address for the Motor Vehicle Division is: Title Processing Window, Motor Vehicle Division, 4125 Welcome All Rd, Atlanta, GA 30349. The in-person Customer Service Operations is open Monday through Friday from 7:30 a.m. to 4:30 p.m. excluding state holidays. Except for the signature, this form must be typed, electronically completed and printed or legibly hand printed in blue or black ink. An authorized representative of the company, corporation or partnership must sign this completed form and enter his/her position or job title with the company, corporation or partnership in the space provided.

**Any alteration or correction voids this form.**

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 789 NM Highway 516

Flora Vista, New Mexico 87415

Phone No. 505-334-8220 Fax No. 505-334-0815

E-mail rstandferd@trc-construction.com

SUBMITTED on 2/22, 20 17.

**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 87667

New Mexico Department of Workforce Solutions Registration Number 002201920110314

License Classifications GB98, GFA, GFA8, EE98

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

# Resident Veterans Preference Certification

TRC Construction, Inc. (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 82-0553052  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-499939-003

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.



BIDDER INFORMATION

BIDDER: TRC Construction, Inc.

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: 789 Nm Highway 576, Flora Vista, Nm 87415

TELEPHONE NUMBER: (505) 334-8220

FAX NUMBER: (505) 334-0815

DELIVERY: Jobsite

STATE PURCHASING RESIDENT CERTIFICATION NO: 20101357520

NEW MEXICO CONTRACTORS LICENSE NO. 87667

BID ITEM(S): All

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF NM }

COUNTY OF San Juan }

I, Shannon Carter of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Shannon Carter  
Signature

Subscribed and sworn to before me, this 20<sup>th</sup> day of February, 2017.

Aimee Kerschion  
Notary Public Signature  
My Commission Expires: 11/8/2020



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

*Shannon Carter*  
\_\_\_\_\_  
Signature

*02/20/17*  
\_\_\_\_\_  
Date

*Vice President*  
\_\_\_\_\_  
Title (Position)



**BID BOND**

**Bond**

KNOW ALL BY THESE PRESENTS, That we, TRC Construction, Inc.

of Flora Vista, NM

(hereinafter called the Principal), as Principal, and The Ohio Casualty

Insurance Company

(hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Las Vegas, NM

(hereinafter called the Obligee) in the penal sum of 5% of Amount Bid

Dollars (5% of Amount Bid )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for East Waterline Loop-Segment B

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2017

TRC Construction, Inc.

(Seal)

Principal

[Signature]

Witness

[Signature] Vice President

Title



The Ohio Casualty Insurance Company

By [Signature] Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

Certificate No. 7113858

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angel Medina; Breanna Lucas; Holly Parrish; Jacqueline A. Farmer; Lyle Love; Roy L. Owen; Tamara L. Huntsman

all of the city of FARMINGTON, state of 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 Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of September, 2015



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American 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 a 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  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

**ARTICLE XIII - Execution of Contracts** - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**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 of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 Companies this 13 day of February, 2017.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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:* **TRC CONSTRUCTION, INC.**  
**PERMANENT LICENSE #87667**

*Located at:* 789 NM HWY 516, FLORA VISTA, NM 87415

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**EE98, GB98, GF08, GF09**

*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*

**10/22/2002**

\_\_\_\_\_  
*Signature of Contractor*

*NOTE: This Certificate is now and shall remain the property*

STATE OF NEW MEXICO  
CONSTRUCTION INDUSTRIES DIVISION

TRC CONSTRUCTION, INC.

LICENSE NUMBER

87667

Qualifying Party(S)

STANDIFERD RON  
STANDIFERD RON  
CARTER TERRY  
ANDERSON NICHOLAS  
GRAVES SCOTT

EXPIRES

10/31/2017

CLASSIFICATION(S)

EE98, GB98, GF08, GF09



*Pat McMurray*

Pat McMurray  
Director

*Time upon demand. This certificate is not transferable*

*Pat McMurray*  
DIRECTOR

# *Certificate of Contractor Registration*



This is to certify that

**TRC Construction Inc**

789 NM 516

FLORA VISTA, NM, 87415-9618

has registered with the Department of Workforce Solutions

**Registration Date: 2/13/2017**

**Registration Number: 002201920110314**

**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>**

**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

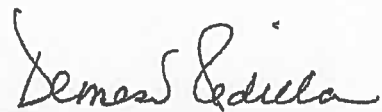
**RESIDENT CONTRACTOR CERTIFICATE**

Issued to: **TRC CONSTRUCTION INC**  
DBA: **TRC CONSTRUCTION INC**  
**PO BOX 430**  
**FLORA VISTA, NM 87415-0430**

Expires: **18-Feb-2018**

Certificate Number:

**L0101357520**

  
Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE





**PROJECT: EAST LOOP WATERLINE – SEGMENT B  
CITY OF LAS VEGAS, NEW MEXICO**

**List of Proposed Subcontractors:**

1. **Fierro & Company – Engineers & Surveyors**  
Survey Staking & Asbuilts  
5508 Costa Urede Rd NW  
505-352-8930  
Albuquerque, New Mexico 87120
2. **Rocky Road Gravel Products, LLC**  
P.O. Box 1405  
Las Vegas, NM 87701  
505-425-6051
3. **Southwest Safety Services**  
P.O. Box 9227  
Albuquerque, New Mexico 87119  
505-873-0044  
License No. 82265
4. **Inspections Plus, Inc.**  
4382 Alexander Blvd., NE  
Albuquerque, New Mexico 87107  
505-344-9410
5. **DH Underground, Inc.**  
P.O. Box 91958  
Albuquerque, New Mexico 87199  
DOL #002272520110706  
Lic #61581
6. **Billingsley Engineering Company**  
901 6<sup>th</sup> Street  
Las Vegas, New Mexico 87701

PO BOX 430  
FLORA VISTA, NM 87415  
OFFICE: (505) 334-8220  
FAX: (505) 334-0815

**BID FORM**

**PROJECT IDENTIFICATION:** East Waterline Loop – Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

### ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 44,000.00	\$ 44,000.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 43,500.00	\$ 43,500.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 28,500.00	\$ 28,500.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 62.90	\$ 156,621.00
5	8" Gate Valves w/Box	EA	4	\$ 3,300.00	\$ 13,200.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 99.00	\$ 14,949.00
7	Connect to Existing Water Line	EA	4	\$ 1,200.00	\$ 4,800.00
8	Asphalt removal and replacement	SY	900	\$ 60.00	\$ 54,000.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 409,570.00

NMGRT @ 8.3958% \$ 34,386.68

TOTAL BID AMOUNT \$ 443,956.68

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Gandy Dancer, LLC (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: Ramon Gallegos  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Ramon Gallegos

Title: Quality Director  
(CORPORATE SEAL)

Attest Jim Bowen

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 5801 Bobby Foster Rd SE

Albug, nm 87105

Phone No. 505-873-2222 Fax No. 505-452-9580

E-mail tim.bowen@gandydancer.net

SUBMITTED on Feb 22, 2017.



**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 358418

New Mexico Department of Workforce Solutions Registration Number 28504817852016

License Classifications GA98, GB98, GF04, GF06, GF09, GS05, GS08, GS15

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

N/A

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.**

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

**CLARIFICATION OF BID**

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0481785

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-475971006

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 61, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Gandy Dancer, LLC  
AUTHORIZED AGENT: Ramon Gallegos  
ADDRESS: 5801 Bobby Foster Rd SE Albug, nm 87105  
TELEPHONE NUMBER: (505) 873-2222  
FAX NUMBER: (505) 452-9580  
DELIVERY: City Offices - City of Las Vegas  
STATE PURCHASING RESIDENT CERTIFICATION NO: L1524613424  
NEW MEXICO CONTRACTORS LICENSE NO. 358418  
BID ITEM(S): All

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

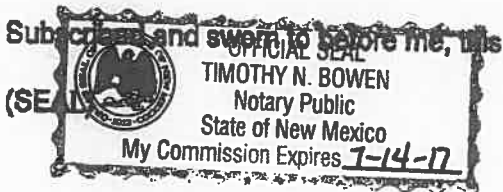
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
COUNTY OF Bernalillo }

I, Ramon Gallegos, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Ramon Gallegos  
Signature

Subscribed and sworn to before me, this 21<sup>ST</sup> day of February, 20 17.



Tim Bowen  
Notary Public Signature  
My Commission Expires: 7-14-17

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2008, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.



"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

Ramon Galan  
Signature

February 21, 2017  
Date

Quality Director  
Title (Position)

### Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

GandyDancer, LLC dba Gandydancer Railroad & Excavating Service  
5715 Industry Way SE, Albuquerque, NM 87105

**SURETY** (Name, and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)  
P.O. Box 14498, Des Moines, IA 50306 - 3498

**OWNER** (Name and Address):

City of Las Vegas  
1700 North Grand Avenue, Las Vegas, NM 87701

**BID**

Bid Due Date: February 22, 2017

Description (Project Name—Include Location): East Waterline Loop-Segment B. Las Vegas, NM.

**BOND**

Bond Number: Bid Bond

Date: February 14, 2017

Penal sum Five Percent of Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

GandyDancer, LLC dba Gandydancer Railroad & Excavating Service

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Jamin Hutchens

Print Name

Managing Member

Title

Attest:

Signature

Client Service Agent

Title

**SURETY**

Merchants Bonding Company (Mutual)

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney) 1933

Shirley A. Talley

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Shirley A. Talley**

their true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: Bid Bond  
Principal: GandyDancer, LLC dba Gandydancer Railroad & Excavating Service  
Obligee: City of Las Vegas

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

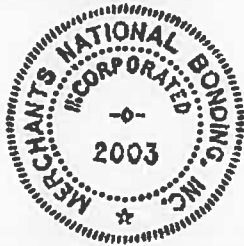
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of August, 2015.



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

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 1st day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

*Wendy Woody*  
Notary Public, Polk County, Iowa

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of February, 2015.



*William Warner Jr.*  
Secretary

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Roadway Bores  
Estimated Value of Work \$43,526  
Subcontractor's Name DH Underground, Inc  
Business Address PO Box 9195B  
Albug nm 87199  
Phone Number 220-0115  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. 61581  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. 002272520110706  
(list only if value of work is in excess of \$60,000)

Subcontract Category Traffic Control  
Estimated Value of Work \$6059  
Subcontractor's Name SW Safety Services  
Business Address PO Box 9227  
Albug nm 87119  
Phone Number 873-0044  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) 85-0457665  
New Mexico Contractor's License No. 82265  
License Categories GA05  
New Mexico Dept. of Workforce Solutions Registration No. 002405420120305  
(list only if value of work is in excess of \$60,000)

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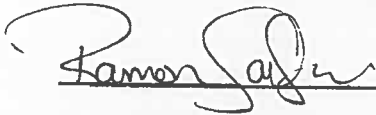
Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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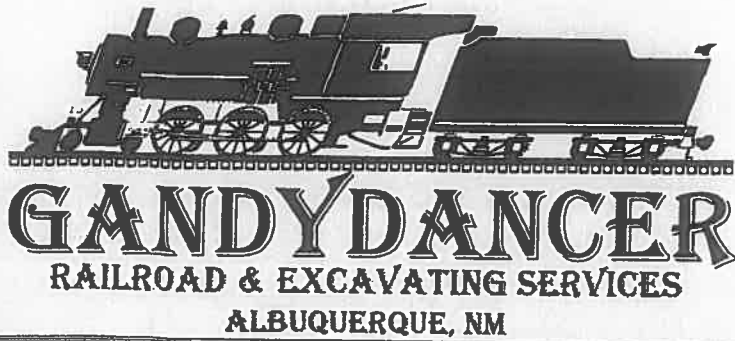
**Signature of Authorized Representative for BIDDER:**



Date: Feb 22, 2017

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*Duplicate, complete, and submit additional sheets as required.*



**Physical Address:**  
5801 Bobby Foster Rd.  
Albuquerque, NM  
87105

**Office Phone:**  
(505) 873-2222

**Fax Phone:**  
(505) 452-9580

**Mailing Address:**  
5801 Bobby Foster Rd.  
Albuquerque, NM.  
87105

**NM License #**  
86707

**Web Address:**  
[www.gandydancer.net](http://www.gandydancer.net)

**AZ License #**  
172362, 172363

## Authorization Letter Number 1

I, the undersigned,

Mr. Ted Keener  
General Manager  
Gandydancer, LLC  
5801 Bobby Foster Road Ste. A  
Albuquerque, New Mexico 87105

Authorize the person mention below to act on my behalf in all possible manners,

Mr. Ramon Gallegos  
Quality Director  
Gandydancer, LLC  
5801 Bobby Foster Road Ste. A  
Albuquerque, New Mexico 87105

To coordinate, approve and sign all documentation associated with City of Santa Fe, Purchasing Director 2651 Siringo Road, Building H Santa Fe, New Mexcio 87505 Project: FY 16/17 PRV #12 Replacement Contract, CIP # 3053, Invitation Number 17/14/B and Engineered Fluid, INC. P.O. Drawer 723, Centralia, Illinois 62801.

This authorization letter is valid until June 28, 2017

December 28,2016

Ted Keener

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

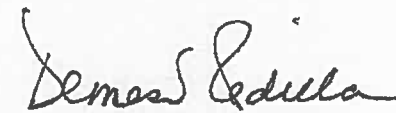
Issued to: **GANDYDANCER, LLC**

DBA: **GANDYDANCER, LLC**  
**5801 BOBBY FOSTER RD SW STE A**  
**ALBUQUERQUE, NM 87105-5302**

Expires: **25-Oct-2019**

Certificate Number:

**L1524613424**



**Demesia Padilla, CPA, Cabinet Secretary**

**THIS CERTIFICATE IS NOT TRANSFERABLE**



A.A.C Construction

**BID**

**BID FORM**

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue.  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:  
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 - BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 67,000	\$ 67,000.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 27,500	\$ 27,500.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 55,000	\$ 55,000.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 56	\$ 139,440.00
5	8" Gate Valves w/Box	BA	4	\$ 4,000	\$ 16,000.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 57	\$ 8,607.00
7	Connect to Existing Water Line	EA	4	\$ 4,850	\$ 19,400.00
8	Asphalt removal and replacement	SY	900	\$ 45	\$ 40,500.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 423,447.00

NMGRT @ 8.3958% \$ 35,551.76

TOTAL BID AMOUNT \$ 458,998.76

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: A.A.C. Construction, LLC (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Andrew Sisneros

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 18 La Luna Rd  
Santa Fe, NM 87507

Phone No. (505) 930-0481 Fax No. (505) 473-4787

E-mail Andrew@CNSP.net

SUBMITTED on 2-22, 2017.



**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 361394

New Mexico Department of Workforce Solutions Registration Number 03058720140922

License Classifications GB-98, GA-98, MM-02, GE-01, 03, 04, 05, 07, 08, 09.

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

### Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

80-0371646

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

03-157349-00-5

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: A.A.C. Construction, LLC

AUTHORIZED AGENT: Andrew Sisneros

ADDRESS: 18 La Luna Rd, Santa Fe, NM 87507

TELEPHONE NUMBER: (505) 930-0481

FAX NUMBER: (505) 473-4787

DELIVERY: Las Vegas, New Mexico

STATE PURCHASING RESIDENT CERTIFICATION NO: L1795559376

NEW MEXICO CONTRACTORS LICENSE NO. 361394

BID ITEM(S): I Thru V

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

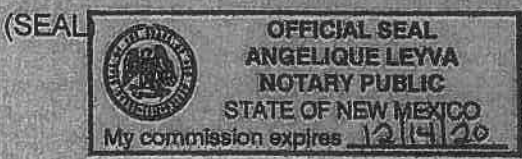
STATE OF New Mexico }

COUNTY OF Santa Fe }

I, Andrew Sisneros, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

[Signature]  
Signature

Subscribed and sworn to before me, this 22<sup>nd</sup> day of February, 2017.



[Signature]  
Notary Public Signature  
My Commission Expires: December 14, 2020

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.



"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*2-22-17*  
\_\_\_\_\_  
Date

*Managing Member*  
\_\_\_\_\_  
Title (Position)

### BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

A.A.C. Construction, LLC  
18 La Luna Rd.  
Santa Fe, NM 87507

**SURETY (Name, and Address of Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Dr.  
Oklahoma City, OK 73134

**OWNER (Name and Address):**

City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, NM 87701-4731

**BID**

Bid Due Date: February 22nd, 2017

Description (Project Name— Include Location): East Waterline Loop-Segment B

**BOND**

Bond Number: BID

Date: February 22nd, 2017

Penal sum Five Percent Of The Amount Bid

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

A.A.C. Construction, LLC (Seal)

Bidder's Name and Corporate Seal

**SURETY**

Granite Re, Inc. (Seal)

Surety's Name and Corporate Seal

By:

  
Signature

Andrew Sisneros

Print Name

Managing Member

Title

Attest:

  
Signature

Title *witness*

By:

  
Signature (Attach Power of Attorney)

Maira Y. Ankeny

Print Name

Attorney-In-Fact

Title

Attest:

  
Signature

Title Witness

Note: Addresses are to be used for giving any required notice.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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 OKLAHOMA 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; SUSAN J. VANCE 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; SUSAN J. VANCE 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 Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma 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 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  
22<sup>nd</sup> day of February, 20 17.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer

# *Certificate of Contractor Registration*



This is to certify that

**A.A.C. Construction, LLC**

18 LA LUNA RD

SANTA FE, NM, 87507-4312

has registered with the Department of Workforce Solutions

**Registration Date: 9/16/2016**

**Registration Number: 03058720140922**

**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>**

**CONSENT AND APPROVAL OF ACTION OF THE SOLE  
MEMBER OF A.A.C. CONSTRUCTION, LLC FOR 2013**

THE UNDERSIGNED, being the sole Member of A.A.C. Construction, LLC (the "Company"), hereby ratifies and approves the following resolutions:

**RESOLVED:** that it is in the intent of the Company to maintain the present membership arrangement in the Company unless and until changed by a written resolution signed by the sole Member.

**FURTHER RESOLVED:** that the sole Member elected Andrew C. Sisneros to serve as Managing Member of the Company until the next annual meeting of the company, or until his successor is duly elected and qualified as provided in the Operating Agreement of the Company; and

**FURTHER RESOLVED;** that the sole Member approves and ratifies the actions of the Managing Members for the previous year.

Effective: June 25, 2013

  
\_\_\_\_\_  
ANDREW C. SISNEROS, MANAGING MEMBER

**STATE OF NEW MEXICO**

CONSTRUCTION INDUSTRIES DIVISION

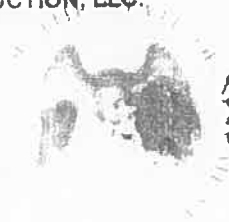
**A.A.C. CONSTRUCTION, LLC.**

LICENSE NUMBER

**361394**

Qualifying Party(S)

**SISNEROS ANDREW**



EXPIRES

**05/31/2018**

CLASSIFICATIONS:

**GA02 GB9C GF01 GF02**

**GF04 GF05 GF07 GF08**

**GF09 MM02**

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

Issued to: **A.A.C. CONSTRUCTION, LLC**

DBA: **A.A.C. CONSTRUCTION, LLC**  
**18 LA LUNA RD**  
**SANTA FE, NM 87507-4312**

Expires: **17-Feb-2018**

Certificate Number:

**L1795559376**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



Adame Construction

**BID**

**BID FORM**

PROJECT IDENTIFICATION: East Waterline Loop – Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:  
A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 46,000 <sup>00</sup>	\$ 46,000 <sup>00</sup>
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 52,000 <sup>00</sup>	\$ 52,000 <sup>00</sup>
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,000 <sup>00</sup>	\$ 42,000 <sup>00</sup>
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 20 <sup>00</sup>	\$ 49,800 <sup>00</sup>
5	8" Gate Valves w/Box	EA	4	\$ 1540 <sup>00</sup>	\$ 6160 <sup>00</sup>
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 69 <sup>00</sup>	\$ 10,419 <sup>00</sup>
7	Connect to Existing Water Line	EA	4	\$ 2380 <sup>00</sup>	\$ 9520 <sup>00</sup>
8	Asphalt removal and replacement	SY	900	\$ 53 <sup>00</sup>	\$ 47,700 <sup>00</sup>
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 313,599<sup>00</sup>

NMGRT @ 8.3958% \$ 26,329<sup>14</sup>

TOTAL BID AMOUNT \$ 339,928<sup>14</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Adame Construction Inc, (SEAL)

State of Incorporation: New Mexico

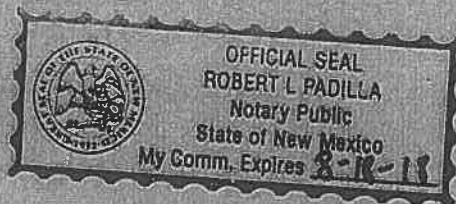
Type (General Business, Professional, Service, Limited Liability): GB

By: Juan C. Adame President  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Juan C. Adame

Title: President  
(CORPORATE SEAL)

Attest Rob Padilla



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 13 Bonita Vista Blvd  
Los Lunas, New Mexico 87103

Phone No. 505-573-0348 Fax No. NONE

E-mail AdamsConstnm@hotmail.es

SUBMITTED on 2-21, 2017.



**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? 367697 YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 367697

New Mexico Department of Workforce Solutions Registration Number 00224842011051L

License Classifications GF09 GS04

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

### Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.**

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER:

270278286

SOCIAL SECURITY NUMBER:

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS):

03-194703-00-4

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Adame Construction Inc.  
 AUTHORIZED AGENT: Juan C. Adame President  
 ADDRESS: 13 Bonita Vista Blvd Los Lunas, NM 87103  
 TELEPHONE NUMBER: (505) 573-0398  
 FAX NUMBER: ( ) NONE  
 DELIVERY: My hand  
 STATE PURCHASING RESIDENT CERTIFICATION NO: L1182922288  
 NEW MEXICO CONTRACTORS LICENSE NO. 367697  
 BID ITEM(S): All as GENERAL

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
 COUNTY OF Valencia }

I, Juan Adame of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Juan C. Adame  
 Signature

Subscribed and sworn to before me, this 11 day of February, 2017.



Robert L. Padilla  
 Notary Public Signature  
 My Commission Expires: August 18, 2018

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.



"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: WONE

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title (Position) \_\_\_\_\_

-OR-

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.

[Signature]  
Signature

2-21-17  
Date

President  
Title (Position)

**BID BOND**

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 46,000 <sup>00</sup>	\$ 46,000 <sup>00</sup>
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 52,000 <sup>00</sup>	\$ 52,000 <sup>00</sup>
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,000 <sup>00</sup>	\$ 42,000 <sup>00</sup>
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 20 <sup>00</sup>	\$ 49,800 <sup>00</sup>
5	8" Gate Valves w/Box	EA	4	\$ 1540 <sup>00</sup>	\$ 6160 <sup>00</sup>
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TOTAL BID AMOUNT \$ 339,928<sup>14</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

2. "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;
3. "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; and
4. "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.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 46,000 <sup>00</sup>	\$ 46,000 <sup>00</sup>
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 52,000 <sup>00</sup>	\$ 52,000 <sup>00</sup>
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,000 <sup>00</sup>	\$ 42,000 <sup>00</sup>
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 20 <sup>00</sup>	\$ 49,800 <sup>00</sup>
5	8" Gate Valves w/Box	EA	4	\$ 1546 <sup>00</sup>	\$ 6160 <sup>00</sup>
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 69 <sup>00</sup>	\$ 10,419 <sup>00</sup>
7	Connect to Existing Water Line	EA	4	\$ 2380 <sup>00</sup>	\$ 9520 <sup>00</sup>
8	Asphalt removal and replacement	SY	900	\$ 53 <sup>00</sup>	\$ 47,700 <sup>00</sup>
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 313,599<sup>00</sup>

NMGRT @ 8.3958% \$ 26,329<sup>14</sup>

TOTAL BID AMOUNT \$ 339,928<sup>14</sup>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

Adame Construction, Inc.  
13 Bonita Vista Blvd  
Los Lunas, NM 87031

**SURETY** (Name and Address of Principal Place of Business):

Granite Re, Inc.  
14001 Quailbrook Dr.  
Oklahoma City, OK 73134

**OWNER** (Name and Address):

City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, NM 87701

**BID**

Bid Due Date: February 22, 2017

East Waterline Loop  
Segment B  
Las Vegas, NM

Description (Project Name and Include Location):

**BOND**

Bond Number: BID

Date (Not later than Bid due date): February 22, 2017

Penal sum Five Percent Of The Amount Bid

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Adame Construction, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Juan C. Adame  
Signature

Juan C. Adame

Print Name

President

Title

Attest:

[Signature]  
Signature

Notary

Title

**SURETY**

Granite Re, Inc.

(Seal)

Surety's Name and Corporate Seal

By:

Susan J. Vance  
Signature (Attach Power of Attorney)

Susan J. Vance

Print Name

Attorney-In-Fact

Title

Attest:

[Signature]  
Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



**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 OKLAHOMA 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; SUSAN J. VANCE 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; SUSAN J. VANCE 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 Secretary/Treasurer, this 3<sup>rd</sup> day of July, 2013.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer 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 Secretary/Treasurer 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 Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma 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 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 2<sup>nd</sup> day of February, 2017.



  
Kyle P. McDonald, Secretary/Treasurer

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

**BID**

Bid Due Date:

Description *(Project Name and Include Location)*:

**BOND**

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal) Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

Adame Construction Inc,

13 Bonita Vista Blvd

Las lunas, NM 87103

505-573-0348

AdameCONSTNM@hotmail.es

Lic# 367697

#### Work, Contract Experience

Gravity sewer main, pipe bursting, vacuum system, slip line, 1 install pipe bursting pipe In Santa fe NM, Ruidoso NM, Espanola NM, Omaha Nebraska , Green Bay, Wisconsin any questions call super intendant

Mike Rocco (505)400-7520

New Image Construction

Chimayo NM 6" water line \$350,000 just finished 2009

Ribera NM

Rober Manzanaras (505)944-6773

---

Samcon Construction

Lordburg NM 6" and 10"-pvc water line, contract price \$250.000 to 400.000

Job completed 2009

Chuch Martinez (505)271-2025

---

AUI INC

Angel Fire 6" water line \$288,000 job completed 2010

Marshall Vickers (505)975-700

---

YAH-TA-HEY WATER AND SANITATION

WATER SYSTEM IMPROVEMENTS 6" WATERLINE \$605,000

EDWARD GONZALES ENGINEER 505-870-0497 COMPLETE 2/14/14



**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Samcon Construction**

**Carlsbad NM 8" water line \$75.000**

**Job completed 2011**

**Chuck Martinez (505)271-2025**

**City Hobbs NM**

---

**8" sewer line and 1" water services \$140.000 job completed 2012**

**Todd Randall City Engineer**

**(575)397-9237**

**City Santa Fe**

---

**Highschool track & field**

**Lone Mountain Contracting Inc**

**Strom sewer line 36" 42" 48" \$80,000 job completed 2012**

**Don or Tiffany Gutierrez General superintendent (505)869-2996**

---

**City Roswell NM**

**8" sewer 4" service 4' MH \$165.700 job completed 2012**

**Luis Najer City Engineer**

**(575)910-6477**

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Pueblo of Cochiti

Sewer main, sewer service line & water service line

6" W.L & 8" sewer line \$48,000

Completed may 2013

Leonard Brown Engineer

(505)946-9582 (505-870-0497)

---

02/14/2014

EAGLE NEST, NM

WATER METERS REPLACEMENT PROJECT

Replacement 207 meters remove and install

\$350,000.00

Cody Sipes Engineer

(505)649-7307

---

Nogal Mutual Domestic Water Consumers Association (MDWCA) Nogal, NM

6" 8" waterline pvc, 14" Casing, 3/4" water services

Completed 04/04/15 \$438,837.00

Eddie C. Livingston, MSCE, P.E.

Dennis Engineering (505-430-8588)

**Adame Construction Inc,**

**13 Bonita Vista Blvd**

**Las Lunas, NM 87103**

**505-573-0348**

**AdamECONSTNM@hotmail.es**

**Lic# 367697**

**Nogal N.M. WATER SYSTEM IMPROVEMENTS**

**ALONG US HIGHWAY 64 NM 58 TO 60**

**8" water line, ¾ water services**

**Completed 11/10/2015**

**\$730,000**

**Robert A Echol, JR., P.E.**

**Engineer Dennis Engineering (505)327-3303**

---

**Village of Tijeras, N.M.**

**12" water line, 8" water line, ¾ water services, Fire hydrants , Water main tie ins**

**Completed 03/17/2016, \$750,000.00**

**Molzen Corbin Engineers 505-242-5700**

**Scout Mendenhall, P.E**

---

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M. sewer, manholes IMPROVEMENTS

sewer, manholes by pass IMPROVEMENTS

Completed 7-12-2016

\$60,000

---

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Aztec, N.M. WATER SYSTEM IMPROVEMENTS

Hampton Arroyo Crossing

12" water line

Completed 6/1/16 Rudy Zohnie 505-334-7680

\$46,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdameCONSTNM@hotmail.es

Lic# 367697

City of Roswell, N.M.

INSTALL BUTTERFLY VALVE \$86,000

48" CCP WATERLINE REMOVE AND REPAIR,

COMPLETED 7/12/16 Luis Najjar 575-910-6477

\$113,000

---

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdameCONSTNM@hotmail.es

Lic# 367697

Gameco, N.M. WATER SYSTEM IMPROVEMENTS

ALONG US HIGHWAY 64 NM 58 TO 60

8" water line, ¾ water services

Completed 10/12/16 Edward Gonzalez 505-870-0497

\$520,000

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Village of Chymayo, N.M.

8" water line, ¾ water services, Fire hydrants , Water main tie ins, directional 12" bore

Complete by 12/17/2016, \$620,000.00

Molzen Corbin Engineers 505-242-5700

---

Adame Construction Inc,

13 Bonita Vista Blvd

Las Lunas, NM 87103

505-573-0348

AdamECONSTNM@hotmail.es

Lic# 367697

Village of Santa Clara, N.M.

6" water line, ¾ water services, Fire hydrants , Water main tie ins, arroyo crossing and major tank line tie ins.

Complete by 3/17/2017, \$357,337.00

Pete Torres 575-313-5551

OFFICE OF THE SECRETARY OF STATE  
NEW MEXICO

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

ADAME CONSTRUCTION INC.

4166005

A corporation organized 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 53-15-12 NMSA 1978) having filed its Articles Of Incorporation on April 29, 2009 and Certificate Of Incorporation issued as of said date.

It is further certified that the fees due the Office of the Secretary of State which have been assessed against the above named entity, have been paid to date and is in corporate good standing and duly authorized to transact business as its corporate 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 entities financial condition or business activities and practices.

This good standing status expires on March 15, 2016

Certificate issued on July 31, 2014

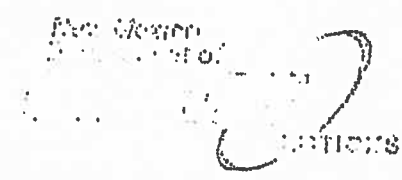
In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



*Diana J. Duran*

Diana J. Duran  
Secretary of State

# Certificate of Contractor Registration



This is to certify that

**Adame Construction Inc.**

13 BONITA VISTA BLVD

LOS LUNAS, NM, 87031-7810

has registered with the Department of Workforce Solutions

**Registration Date: 5/10/2016**

**Registration Number: 002240420110516**

**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>**



**STATE OF NEW MEXICO.**  
**CONSTRUCTION INDUSTRIES DIVISION**

**ADAME CONSTRUCTION, INC**

LICENSE NUMBER

**367697**

Qualifying Party(S)

**ADAME JUAN**

EXPIRES

**11/30/2019**

CLASSIFICATION(S)

**GF09, GS04**



**DIRECTOR**

By Authority of the Director of the Construction Industries Division

ADAME CONSTRUCTION INC  
13 BONITA VISTA BLVD  
LOS LUNAS, NM 87031-7810

July 12, 2016  
CRS: 03-194703-00-4  
Letter ID: L1687566896

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>30-Jul-2010</b>	IDENTIFICATION NUMBER <b>03-194703-00-4</b>	Business Start Date <b>27-Jul-2010</b>
Business Location <b>10 EDEAL RD</b>		Business End Date
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-6704</b>
Taxpayer Name <b>ADAME CONSTRUCTION INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>ADAME CONSTRUCTION INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>13 BONITA VISTA BLVD</b>		
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-7810</b>

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

Division Director Tax Administration

By Ron L. Scott

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

Form Revised 02/2003

**THIS CERTIFICATE IS NOT TRANSFERABLE**

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>30-Jul-2010</b>	IDENTIFICATION NUMBER <b>03-194703-00-4</b>	Business Start Date <b>27-Jul-2010</b>
Business Location <b>10 EDEAL RD</b>		Business End Date
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-6704</b>
Taxpayer Name <b>ADAME CONSTRUCTION INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>ADAME CONSTRUCTION INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>13 BONITA VISTA BLVD</b>		
City and State <b>LOS LUNAS, NM</b>		Zip Code <b>87031-7810</b>

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

Division Director Tax Administration

By Ron L. Scott

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

Form Revised 02/2003

**THIS CERTIFICATE IS NOT TRANSFERABLE**

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

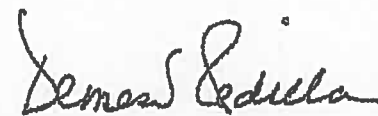
Issued to: **ADAME CONSTRUCTION INC**

DBA: **ADAME CONSTRUCTION INC**  
**13 BONITA VISTA BLVD**  
**LOS LUNAS, NM 87031-7810**

Expires: **11-Jul-2019**

Certificate Number:

**L1182922288**



**Demesia Padilla, CPA, Cabinet Secretary**

**THIS CERTIFICATE IS NOT TRANSFERABLE**

File Construction

ORIGINAL

FEB 22 2017

11:20am (D)

**BID**

**BID FORM**

**PROJECT IDENTIFICATION:** East Waterline Loop -- Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner’s Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 33,500.00	\$ 33,500.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 20,000.00	\$ 20,000.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 48,000.00	\$ 48,000.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 23.00	\$ 57,270.00
5	8" Gate Valves w/Box	EA	4	\$ 1,750.00	\$ 7,000.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 70.00	\$ 10,570.00
7	Connect to Existing Water Line	EA	4	\$ 1,300.00	\$ 5,200.00
8	Asphalt removal and replacement	SY	900	\$ 50.00	\$ 45,000.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 276,540.00

NMGRT @ 8.3958% \$ 23,217.75

TOTAL BID AMOUNT \$ 299,757.75

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue



Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: File Construction LLC. (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Jaime Cruz

Title: General Manager  
(CORPORATE SEAL)

Attest \_\_\_\_\_  
Veronica Reeves, Project Coordinator

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 119 Industrial Ave NE

Albuquerque, NM 87107

Phone No. 505.554.1780 Fax No. 505.554.3195

E-mail jcruz@fconst.com

SUBMITTED on February 22, 2017

**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 379720

New Mexico Department of Workforce Solutions Registration Number 03008620130916

License Classifications GB02, GB98, GF05, GF07, GF09, MM01

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

## Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.**

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

**CLARIFICATION OF BID**

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 46-3579306

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03-276520007

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: File Construction LLC.

AUTHORIZED AGENT: Jaime Cruz, General Manager

ADDRESS: 119 Industrial Ave NE, Albuquerque, NM 87107

TELEPHONE NUMBER: (505 ) 554.1780

FAX NUMBER: (505 ) 554.3195

DELIVERY: Same as above

STATE PURCHASING RESIDENT CERTIFICATION NO: L2008581584

NEW MEXICO CONTRACTORS LICENSE NO. 379720

BID ITEM(S): Per attached bid form

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

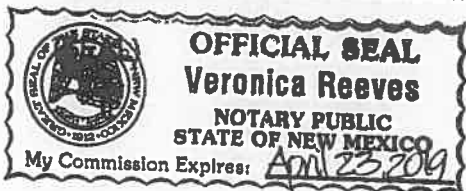
STATE OF New Mexico }

COUNTY OF Bernalillo }

I, Jaime Cruz, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature \_\_\_\_\_

Subscribed and sworn to before me, this 22 day of February, 20 17.



Notary Public Signature \_\_\_\_\_

My Commission Expires: April 23, 2019

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

  
\_\_\_\_\_  
Signature Jaime Cruz

February 22, 2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager  
Title (Position)

**BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

FILE CONSTRUCTION, LLC  
119 Industrial Ave. NE  
Albuquerque, New Mexico 87107

**SURETY (Name and Address of Principal Place of Business):**

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

**OWNER (Name and Address):**

CITY OF LAS VEGAS  
1700 N. Grand Ave.  
Las Vegas, New Mexico 87701

**BID**

**Bid Due Date:** FEBRUARY 22, 2017

**Description (Project Name and Include Location):** EAST WATERLINE LOOP - SEGMENT B

**BOND**

**Bond Number:** N/A

**Date (Not earlier than Bid due date):** FEBRUARY 22, 2017

**Penal sum** FIVE PERCENT (5%) OF THE AMOUNT BID—

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

FILE CONSTRUCTION, LLC  
Bidder's Name and Corporate Seal

(Seal)

**SURETY**

WESTFIELD INSURANCE COMPANY (Seal)  
Surety's Name and Corporate Seal

By:

[Signature]  
Signature

Jaime Cruz  
Print Name

General Manager  
Title

Attest:

[Signature]  
Signature

Project Coordinator  
Title

By:

[Signature]  
Signature (Attach Power of Attorney)

DEAN E. VIGIL  
Print Name

ATTORNEY-IN-FACT  
Title

Attest:

[Signature]  
Signature

\_\_\_\_\_  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/13/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3020122 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BART H. KINNEY III, CARL S. CONLEE III, DEAN E. VIGIL, LINDA D. DOOLEY, STUART E. KUYPER, JOINTLY OR SEVERALLY

of ALBUQUERQUE and State of NM its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 13th day of NOVEMBER A.D., 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 13th day of NOVEMBER A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 22ND day of FEBRUARY A.D., 2017.



Frank A. Carrino Secretary

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**



SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

Subcontract Category	Jack & Bore
Estimated Value of Work	43,000.00
Subcontractor's Name	DH underground
Business Address	PO Box 91958 Albuquerque, NM 87199
Phone Number	505.220.0115
E-mail Address	john@dhunderground.com
Federal Identification No. (FEIN #)	85-0452083
New Mexico Contractor's License No.	61581
License Categories	GF09
New Mexico Dept. of Workforce Solutions Registration No.	002272520110706
(list only if value of work is in excess of \$60,000)	

---

Subcontract Category	_____
Estimated Value of Work	_____
Subcontractor's Name	_____
Business Address	_____ _____
Phone Number	_____
E-mail Address	_____
Federal Identification No. (FEIN #)	_____
New Mexico Contractor's License No.	_____
License Categories	_____
New Mexico Dept. of Workforce Solutions Registration No.	_____
(list only if value of work is in excess of \$60,000)	

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File Construction LLC.

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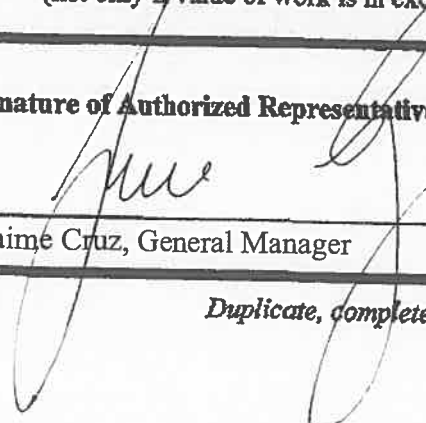
Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Signature of Authorized Representative for BIDDER:

  
\_\_\_\_\_  
Jaime Cruz, General Manager

Date: February 22, 2017

---

*Duplicate, complete, and submit additional sheets as required.*

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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:* **FILE CONSTRUCTION, LLC**  
**PERMANENT LICENSE #379720**

*Located at:* 116 INDUSTRIAL AVE. 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(s) of:*

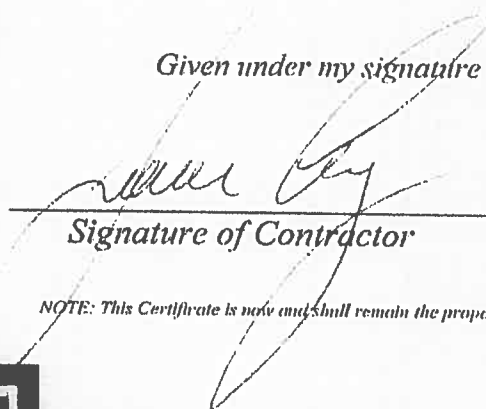
**GB02, GB98, GF05, GF07, GF09, MM01**

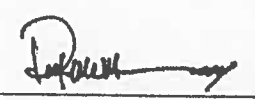
*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**09/16/2013**

  
\_\_\_\_\_  
*Signature of Contractor*

  
\_\_\_\_\_  
*Pat McMurray*  
*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**  
CONSTRUCTION INDUSTRIES DIVISION

**FILE CONSTRUCTION, LLC**

LICENSE NUMBER

**379720**

Qualifying Party(S)

CRUZ JAMES

FILE JASON

VALLC DANIEL



EXPIRES

**09/30/2019**

CLASSIFICATION(S)

GB02 GB98 GF05 GF99

GF99 MB00

REGISTRATION

For a complete list of construction industry codes, visit the Construction Industries Division website.

**STATE OF NEW MEXICO**

**TAXATION AND REVENUE DEPARTMENT**

**RESIDENT CONTRACTOR CERTIFICATE**

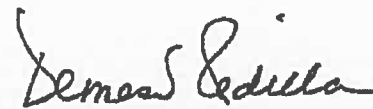
Issued to: **FILE CONSTRUCTION LLC**

DBA: **FILE CONSTRUCTION LLC**  
**116 INDUSTRIAL AVE NE**  
**ALBUQUERQUE, NM 87107-2229**

Expires: **25-Oct-2019**

Certificate Number:

**L1490010416**



**Demesia Padilla, CPA, Cabinet Secretary**

**THIS CERTIFICATE IS NOT TRANSFERABLE**



**FILE CONSTRUCTION**  
e \_\_\_\_\_ **LLC** \_\_\_\_\_

119 Industrial Ave NE, Albuquerque, NM 87107

Phone: 505-554-1780 Fax: 505-554-3195

To Whom it May Concern,

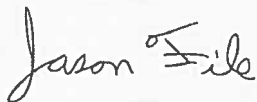
Date: 01/02/2017

Jaime "James" Cruz is an authorized signer for bid related documentation for File Construction, LLC.

Jaime "James" Cruz is our General Manager and is authorized to explore, bid and negotiate contract related issued on behalf of our company.

Please feel free to contact me with any questions or concerns.

Regards,



Jason File

Managing Member



## Certificate of Public Works Registration

File Construction, LLC	Registration Date: 8/12/2015
119 Industrial NE	Registration Expiration: 9/5/2017
Albuquerque, NM 87107	Registration Number: 03008620130916

This certificate does not show the current status for the company.

To see the current status for this company please go to the NMDWS Public Works Website at <http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>



**BID FORM**

**PROJECT IDENTIFICATION:** East Waterline Loop -- Segment B

**ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 - BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 35,840.00	\$ 35,840.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 20,100.00	\$ 20,100.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 33,080.00	\$ 33,080.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 34.50	\$ 85,905.00
5	8" Gate Valves w/Box	EA	4	\$ 1,490.00	\$ 5,960.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 122.72	\$ 18,530.72
7	Connect to Existing Water Line	EA	4	\$ 2,300.00	\$ 9,200.00
8	Asphalt removal and replacement	SY	900	\$ 39.00	\$ 35,100.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 293,715.72

NMGRT @ 8.3958% \$ 24,659.78

**TOTAL BID AMOUNT \$ 318,375.50**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Garcia Underground, Inc. (SEAL)

State of Incorporation: New Mexico  
Type (General Business, Professional, Service, Limited Liability): GB

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): John Garcia

Title: President  
(CORPORATE SEAL)

Attest Sandra L. Garcia  
Sandra L. Garcia



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address P.O. Box 345, Guadalupita, NM 87722

Phone No. 575-387-5599 Fax No. N/A

E-mail garciaunderground@gmail.com

SUBMITTED on Wednesday, February 22, 20 17

**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 81430

New Mexico Department of Workforce Solutions Registration Number 0115152009091

License Classifications GF09

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



# Resident Veterans Preference Certification

N/A (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

N/A

N/A

(Signature of Business Representative)\*

(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.**

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

**CLARIFICATION OF BID**

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0458625

SOCIAL SECURITY NUMBER: \_\_\_\_\_

**NEW MEXICO TAX IDENTIFICATION NUMBER**

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 02-390785-00-1

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 61, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: Garcia Underground, Inc.

AUTHORIZED AGENT: John Garcia

ADDRESS: P.O. Box 345

TELEPHONE NUMBER: ( 575)387-5599

FAX NUMBER: ( ) N/A

DELIVERY: 26 County Road A-034, Guadalupita, NM 87722

STATE PURCHASING RESIDENT CERTIFICATION NO: 67C56

NEW MEXICO CONTRACTORS LICENSE NO. 81430

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

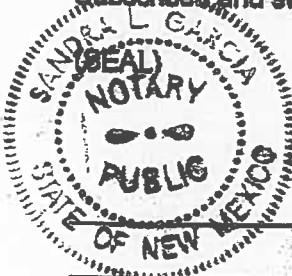
STATE OF New Mexico }

COUNTY OF Mora }

I, John Garcia, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

John Garcia  
Signature

Subscribed and sworn to before me, this 21st day of February, 2017.



Sandra L. Garcia  
Notary Public Signature  
My Commission Expires: 9-15-18

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**BID BOND**



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):

Garcia Underground, Inc.  
PO Box 345  
Guadalupita, NM 87722

**SURETY** (Name and Address of Principal Place of Business):

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER** (Name and Address):

City of Las Vegas

**BID**

Bid Due Date: February 22, 2017

Description (Project Name and Include Location): City of Las Vegas East Waterline Loop - Segment B

**BOND**

Bond Number: Bid

Date (Not later than Bid due date): February 22, 2017

Penal sum Five Percent of the Amount Bid

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Garcia Underground, Inc.

(Seal)

Bidder's Name and Corporate Seal

By

Signature

Print Name

Attest:

Signature

Title

**SURETY**

Granite Re, Inc.

(Seal)

Surety's Name and Corporate Seal

By

Signature (Attach Power of Attorney)

Sherryl L. Quint

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Witness

Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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 **ARIZONA** and having its principal office at the City of **PHOENIX** in the State of **ARIZONA**, does hereby constitute and appoint

**ROBERT N. BROWN, CHRISTOPHER E. BROWN, STEPHEN L. OLSON, MARTHA E. ANKNEY, LISA J. YAFFE** to bear and lawful Agency as hereinafter for the following purposes, to wit:

To sign, execute, deliver, seal and acknowledge any and all bonds, notes, promissory notes, mortgages and all bills and checks and bills in the resolution of the Board of Directors of the said **GRANITE RE, INC.**, a certified copy of which is hereby annexed and made a part of this Power of Attorney, and the said **GRANITE RE, INC.**, through us, its Board of Directors, hereby certifies and certifies all and warrants the said

**ROBERT N. BROWN, CHRISTOPHER E. BROWN, STEPHEN L. OLSON, MARTHA E. ANKNEY, LISA J. YAFFE** each may lawfully do in the premises by virtue of these presents.

In witness Whereof, the said **GRANITE RE, INC.**, was caused the aforesaid to be signed with its corporate seal, duly attested by the signatures of its President and Secretary of office, the 7<sup>th</sup> day of July, 2012.

STATE OF ARIZONA



*[Signature]*  
 Kenneth D. Whittington, President

COUNTY OF DEWATER

*[Signature]*  
 Kyle E. MacDonnell, Secretary

On the 7<sup>th</sup> day of July, 2012, before me personally came Kenneth D. Whittington, President of the **GRANITE RE, INC.**, Corporation and Kyle E. MacDonnell, Secretary of said Corporation, with both of whom I am personally acquainted who being by me lawfully duly sworn, and that they, the said Kenneth D. Whittington and Kyle E. MacDonnell were respectively, the President and the Secretary of the said **GRANITE RE, INC.**, the corporation aforesaid in and which executed the foregoing Power of Attorney, that they both know the real and legal condition, that the said aforesaid Power of Attorney was well completed and that it was so read by each of the Board of Directors of said corporation, and that they signed the same thereunto by like title as President and Secretary of said Corporation, as aforesaid.

My Commission Expires:  
 August 5, 2017  
 Commission # 00115257



*[Signature]*  
 Nancy Petric

**GRANITE RE, INC.**  
**Continued**

IT IS HEREBY CERTIFIED, being the duly elected and acting managing member of Granite Re, Inc., an Arizona Corporation, that the foregoing recitations are true and correct except from the 15<sup>th</sup> day of July, 2012, expiration of the authority of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been amended or now dated, altered or amended.

WE HEREBY certify that the President, any Vice President, the Secretary, and the Board of Directors of said Granite Re, Inc. shall have authority to execute and deliver any and all bonds, notes, promissory notes, mortgages and all bills and checks and bills in the resolution of the Board of Directors of the said Granite Re, Inc., a certified copy of which is hereby annexed and made a part of this Power of Attorney, and the said Granite Re, Inc., through us, its Board of Directors, hereby certifies and certifies all and warrants the said

In witness Whereof, the said **GRANITE RE, INC.**, was caused the aforesaid to be signed with its corporate seal, duly attested by the signatures of its President and Secretary of office, the 17<sup>th</sup> day of July, 2012.



*[Signature]*  
 Kenneth D. Whittington, President

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

**LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD**

---

<b>Subcontract Category</b>	<u>Jack and Bore</u>
<b>Estimated Value of Work</b>	<u>\$50,000.00</u>
<b>Subcontractor's Name</b>	<u>DH Underground, Inc.</u>
<b>Business Address</b>	<u>P.O. Box 91958</u>
	<u>Albuquerque, NM 87199-1958</u>
<b>Phone Number</b>	<u>505-220-0115</u>
<b>E-mail Address</b>	<u></u>
<b>Federal Identification No. (FEIN #)</b>	<u></u>
<b>New Mexico Contractor's License No.</b>	<u>61581</u>
<b>License Categories</b>	<u></u>
<b>New Mexico Dept. of Workforce Solutions Registration No.</b>	<u>002272520110706</u>
<b>(list only if value of work is in excess of \$60,000)</b>	

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<b>Subcontract Category</b>	<u></u>
<b>Estimated Value of Work</b>	<u></u>
<b>Subcontractor's Name</b>	<u></u>
<b>Business Address</b>	<u></u>
	<u></u>
<b>Phone Number</b>	<u></u>
<b>E-mail Address</b>	<u></u>
<b>Federal Identification No. (FEIN #)</b>	<u></u>
<b>New Mexico Contractor's License No.</b>	<u></u>
<b>License Categories</b>	<u></u>
<b>New Mexico Dept. of Workforce Solutions Registration No.</b>	<u></u>
<b>(list only if value of work is in excess of \$60,000)</b>	

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**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Subcontract Category** \_\_\_\_\_  
**Estimated Value of Work** \_\_\_\_\_  
**Subcontractor's Name** \_\_\_\_\_  
**Business Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number** \_\_\_\_\_  
**E-mail Address** \_\_\_\_\_  
**Federal Identification No. (FEIN #)** \_\_\_\_\_  
**New Mexico Contractor's License No.** \_\_\_\_\_  
**License Categories** \_\_\_\_\_  
**New Mexico Dept. of Workforce Solutions Registration No.** \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

John Garcia

Date: 2-22-2017

---

*Duplicate, complete, and submit additional sheets as required.*

CONSTRUCTION INDUSTRIES DIVISION

**GARCIA UNDERGROUND INC**

LICENSE NUMBER

**81430**

Qualifying Party(S)

GARCIA JOHN E.

GARCIA JOHN H.

GARCIA ANDI



EXPIRES

**03/31/2017**

CLASSIFICATION(S)

  
DIRECTOR

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





## GARCIA UNDERGROUND, INC.

---

JOHN GARCIA  
TELEPHONE (575) 387-5599  
P.O. BOX 345  
FAX (575) 387-9058  
GUADALUPITA, NM 87722

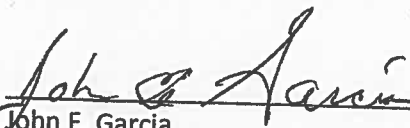
June 30, 2015

To whom it may concern"

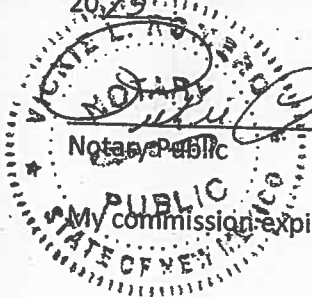

I, John E. Garcia, president of Garcia Underground, Inc. give authority to all the listed Corporate Officers, Directors and Personnel to sign any documents on the behalf of Garcia Underground Inc. List is as follows:

President/Treasurer: John E. Garcia  
Vice President, John H. Garcia  
Director: Henrietta Marie Garcia  
Office Manager: Sandra L. Garcia

Thank You,

  
\_\_\_\_\_  
John E. Garcia

Sworn and Subscribed before me on the 30 day of June, 2015

  
  
\_\_\_\_\_  
Notary Public  
My commission expires on June 18, 2016

# *Certificate of Contractor Registration*



This is to certify that

**Garcia Underground, Inc.**

26 CUNTY ROAD A034

GUADALUPITA, NM, 87722

has registered with the Department of Workforce Solutions

**Registration Date: 10/3/2016**

**Registration Number: 0115152009091**

**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>**



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

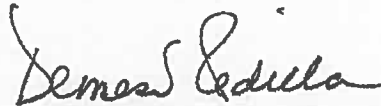
Issued to: **GARCIA UNDERGROUND, INC.**

DBA: **GARCIA UNDERGROUND, INC.**  
**PO BOX 345**  
**GUADALUPITA, NM 87722-0345**

Expires: **22-Sep-2018**

Certificate Number:

**L1493092400**

  
\_\_\_\_\_  
Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CERTIFICATION No. SPD ..... 67C56

DATE ISSUED ..... 04/27/99

THE STATE  
GARCIA UNDERGROUND INC.



*Office of the State Purchasing Agent*

to be a Resident Contractor as defined in Chapter 10, Laws of 1984, and per *Resident Contractor Certification Questionnaire* filed in the State Purchasing Agent's office.

CRESCIT EUNDO

1912

State Purchasing Agent



## GARCIA UNDERGROUND, INC.

---

JOHN E. GARCIA  
TELEPHONE (575) 387-5599  
P.O. BOX 345  
FAX (575) 387-9058  
GUADALUPITA, NM 87722

### STATEMENT OF BIDDER'S QUALIFICATIONS CONTINUED

#### Question # 10:

##### **Weimer Hills Water Distribution Project**

Contract Amount \$614,512.91      Completion: August 2015  
Paul Kennedy – Souder Miller & Associates  
2904 Rodeo Park Drive Ease Bldg. 100  
Santa Fe, NM 87505      505-473-9211

##### **Wastewater System Improvements Phase 2C-3/5**

Contract Amount \$177,690.29      Completion: May 2015  
Alex Abeyta  
Abeyta Engineering, Inc.  
P.O. Box 1499, 209-D Camino de la Merced  
Ranchos de Taos, NM 87557      575-737-0377

##### **Mora MDWCA & MSWA Wastewater Collection System Repair Project**

Contract Amount \$357,653.50      Completion: February 2015  
Clarence Aragon  
Mora MDWCA & MSWA  
P.O. Box 304

Mora, NM 87732

575-387-2767

**Village of Questa Water System Improvements Phase IV:**

Contract Amount \$468,502.15 Completion: June 2014

Paul Kennedy – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

**Alcalde MDWCA – Construction of Waterline B Extension Project:**

Contract Amount \$148,427.00 Completion: February 2014

Paul Kennedy – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

**Mora MDWCA & MSWA Wastewater Collection System Repair:**

Contract Amount \$242,621.50 Completion: August 2013

Clarence Aragon

Mora MDWCA & MSWA

P.O. Box 304

Mora, NM 87732

575-387-2767

**Villanueva MDWCA Water System Improvements:**

Contract Amount \$915,273.00 Completion: December 2013

Ramon Lucero – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

**Mora MDWCA Water System Improvements Project:**

Contract Amount \$981,486.66 Completion: August 2011

Ramon Lucero – Souder Miller & Associates

2904 Rodeo Park Drive Ease Bldg. 100

Santa Fe, NM 87505

505-473-9211

**Question # 13:**

John E. Garcia – President/ Treasurer – 45 + Years of experience in underground utilities.

John H. Garcia – Vice-President/Secretary – 30 + Years of experience in underground utilities.

GARCIA UNDERGROUND, INC.  
STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31, 2015

	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
Construction Revenue, Note H	\$ 986,512.90	100.00%	\$ 1,510,679.64	100.00%
Cost of Construction	<u>716,986.40</u>	<u>72.68</u>	<u>1,226,174.89</u>	<u>81.17</u>
Gross Profit (Loss)	269,526.50	27.32	284,504.75	18.83
General and Administrative Expenses	<u>224,969.81</u>	( 22.80 )	<u>130,309.04</u>	( 8.62 )
Net Income (Loss) from Operations	<u>44,556.69</u>	<u>4.52</u>	<u>154,195.71</u>	<u>10.21</u>
Other Income (Expense): Interest expense	( 5,632.98 )	( .57 )	( 5,726.00 )	( .38 )
Total Other Income (Expense)	( 5,632.98 )	( .57 )	( 5,726.00 )	( .38 )
Net Income (Loss)	\$ 38,923.71	3.95%	\$ 148,469.71	9.83%
Retained Earnings, beginning of year	\$ 232,807.24		\$ 105,698.53	
Contributions made	-		20,639.00	
Distributions paid	( 125,360.17 )		( 42,000.00 )	
Retained Earnings end of year	<u>\$ 146,370.78</u>		<u>\$ 232,807.24</u>	

The Accompanying Notes Are An Integral Part Of These Financial Statements  
See Accompanying Independent Accountants' Review Report



GARCIA UNDERGROUND, INC.  
STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEARS ENDED DECEMBER 31,

2014

2013

	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
Construction Revenue, Note H	\$ 1,510,679.64	100.00%	\$ 675,495.52	100.00%
Cost of Construction	<u>1,226,174.89</u>	<u>81.17</u>	<u>604,569.84</u>	<u>89.50</u>
Gross Profit (Loss)	284,504.75	18.83	70,925.68	10.50
General and Administrative Expenses	<u>130,309.04</u>	<u>( 8.62 )</u>	<u>210,513.36</u>	<u>( 31.16 )</u>
Net Income (Loss) from Operations	<u>154,195.71</u>	<u>10.21</u>	<u>( 139,587.68 )</u>	<u>( 20.66 )</u>
Other Income (Expense):				
Interest expense	( 5,726.00 )	( .38 )	( 6,107.22 )	( .91 )
Interest income	<u>-</u>	<u>-</u>	<u>2,272.64</u>	<u>.34</u>
Total Other Income (Expense)	<u>( 5,726.00 )</u>	<u>( .38 )</u>	<u>( 3,834.58 )</u>	<u>( .57 )</u>
Net Income (Loss)	\$ 148,469.71	9.83%	(\$ 143,422.26)	( 21.23%)
Retained Earnings, beginning of year	\$ 105,698.53		\$ 365,075.79	
Contributions made	20,639.00		-	
Distributions paid	<u>( 42,000.00 )</u>		<u>( 115,955.00 )</u>	
Retained Earnings end of year	<u>\$ 232,807.24</u>		<u>\$ 105,698.53</u>	

The Accompanying Notes Are An Integral Part Of These Financial Statements  
See Accompanying Independent Accountants' Review Report

New Image Construction

**BID**

**BID FORM**

**PROJECT IDENTIFICATION:** East Waterline Loop – Segment B

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

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 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in

SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 35,837.00	\$ 35,837.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 23,537.00	\$ 23,537.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 36,415.00	\$ 36,415.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 24.00	\$ 59,760.00
5	8" Gate Valves w/Box	EA	4	\$ 1,800.00	\$ 7,200.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 60.00	\$ 9,060.00
7	Connect to Existing Water Line	EA	4	\$ 1,200.00	\$ 4,800.00
8	Asphalt removal and replacement	SY	900	\$ 60.00	\$ 54,000.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 280,609.00

NMGRT @ 8.3958% \$ 23,559.37

TOTAL BID AMOUNT \$ 304,168.37

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
- E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
- F. Bidder Information (page BID-14)
- G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

8.01 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 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: New Image Construction Inc.

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Johnny Manzanates  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Johnny Manzanates

Title: President / Owner  
(CORPORATE SEAL)

Attest: Margaret Manzan





A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address HCR 72 Box 5  
Ribera NM 87560

Phone No. (505) 699-0166 Fax No. (575) 421-1222

E-mail newimagemanzana@aol.com

SUBMITTED on Feb. 22, 2017.

**ARTICLE 10 - PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 366062

New Mexico Department of Workforce Solutions Registration Number 03025920140321

License Classifications GF09 - GB98

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.

# Resident Veterans Preference Certification

*N/A J.M.*  
~~Johnny Manzanarez~~ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

***To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.***

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 80-0568873  
SOCIAL SECURITY NUMBER: 525-21-6364

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 03186160001

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: New Image Construction Inc.  
 AUTHORIZED AGENT: Johnny Manzanares  
 ADDRESS: HCR 72 Box 5 Ribera, NM 87560  
 TELEPHONE NUMBER: (505) 699-0166 (575) 421-2822  
 FAX NUMBER: (575) 421-1222  
 DELIVERY: N/A  
 STATE PURCHASING RESIDENT CERTIFICATION NO: L0968241200  
 NEW MEXICO CONTRACTORS LICENSE NO. 306062  
 BID ITEM(S): N/A

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico }  
 COUNTY OF San Miguel }

I, Johnny Manzanares, of lawful age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Johnny Manzanares  
 Signature

Subscribed and sworn to before me, this 22<sup>nd</sup> day of February, 2017.

(SEAL) OFFICIAL SEAL  
 Deborah K Sanchez  
 NOTARY PUBLIC  
 STATE OF NEW MEXICO  
 My Commission Expires: 10-27-20

DKS  
 Notary Public Signature  
 My Commission Expires: 10-27-20



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

-OR-

**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.**

*Julio May*  
\_\_\_\_\_  
Signature

*Feb. 22, 2017*  
\_\_\_\_\_  
Date

*President/Owner*  
\_\_\_\_\_  
Title (Position)

# **BID BOND**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):** New Image Construction Inc.  
HCR 72 Box 5  
Ribera, New Mexico 87560

**SURETY (Name and Address of Principal Place of Business):** Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004

**OWNER:**  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: 2/22/17  
Description (Project Name and Include Location): East Waterline Loop Segment B

**BOND**  
Bond Number: TBD  
Date (Not earlier than Bid due date): 2/22/17  
Penal sum Five Per-Cent (5%) of Amount Bid \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER** New Image Construction Inc. \_\_\_\_\_ (Seal)  
Bidder's Name and Corporate Seal

**SURETY** Philadelphia Indemnity Insurance Company \_\_\_\_\_ (Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature

By: [Signature]  
Signature (Attach Power of Attorney)

Johnny Martinez  
Print Name

Tracy L. Duran  
Print Name

President  
Title

Attorney-In-Fact  
Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

Witness  
Title

Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGENT'S AFFIDAVIT

To Be Filled in by Agent

STATE OF New Mexico

COUNTY OF Bernalillo

Tracy L. Duran being first duly sworn, deposes and says That he/she is the duly appointed agent for and is licensed in the State of New Mexico.

Deponent further states that a certain bond was given to indemnify New Image Construction Inc. in connection with the construction of City of Las Vegas Waterline Projects dated the 22nd day of February 2017, executed by Contractor, as principal, and, as surety, signed by This Deponent; and Deponent further states that said bond was written, Signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 22nd day of February 2017

*Veronica Gallo*

*Tracy L. Duran*

Notary Public My Commission Expires

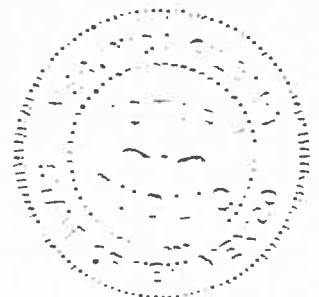
3/25/2018

Agent's Address

2116 Vista Oeste NW Bldg. 5

Albuquerque, New Mexico 87120

505 923 9922



PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Power of Attorney

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

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

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

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

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

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

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

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



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22<sup>nd</sup> day of FEBRUARY, 2013.



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

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**



## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Jack and Bore  
Estimated Value of Work \$50,000  
Subcontractor's Name DH Underground INC.  
Business Address P.O. Box 91958  
Albuquerque, NM 87199  
Phone Number (505) 220-0115  
E-mail Address John@dhunderground.com  
Federal Identification No. (FEIN #) 85-0452083  
New Mexico Contractor's License No. 61581  
License Categories GF09  
New Mexico Dept. of Workforce Solutions Registration No. 002272520110706  
(list only if value of work is in excess of \$60,000)

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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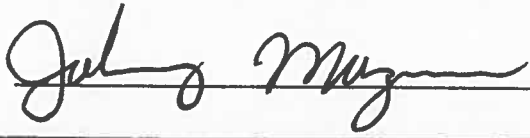
Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**



Date: 2-22-17

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*Duplicate, complete, and submit additional sheets as required.*

## **Work experience for Johnny Manzanares**

**I have an extensive experience of twenty-three years as a general contractor. I have a variety of construction site experience including insights of inspection codes and standards, building work, concrete, remodels, equipment maintenance, and OSHA Construction site safety regulations.**

**Additionally, I have utility work experience which consists of, water mains, sewer mains, gravity sewer main, and forced sewer mains. As a foreman on all projects listed above, I have managed a significant amount of utility and commercial construction projects. Please review the attached work experience and projects, which were completed under my supervision.**

<b>Owner's Name, Address &amp; Phone No.</b>	<b>Design Engineer's Name</b>	<b>Project Title</b>
San Miguel County 500 West National Ave. Suite 200 Las Vegas, NM 87701	Soleil West Kevin Balciar 11930 Menaul NE Suite 109 Albuquerque, NM 87112	El Pueblo Fire Station
Pueblo of Picuris Picuris Pueblo, NM 87553	IHS Engineering Elexandria Bileen 505-946-9585	Picuris Pueblo Sewer Main
County of McKinley P.O. Box 70 Gallup, NM 87303,0070	DePauli Engineering & Surveying, LLC. P.O. Box 876, 307 S. 4 <sup>th</sup> Street Gallup, NM 87301 863-5440	Water well and storage. Tank Vander wagon Fire station
Pueblo of Tesuque Route 42 Box 360-T Santa Fe, NM 87506	IHS Engineering Elexandria Bileen 505-946-9585	Pueblo of Tesuque Sewer Main Rehabilitation
City of Moriarty P.O. Box 130 201 Broadway S. Moriarty, NM 87035	Molzen Corbin John M. Provine, PE 2701 Miles Road. SE Albuquerque, NM 87106 505-242-5700	City of Moriarty Airport Sewer Extension
City of Tucumcari 215 East Center Street Tucumcari, NM 88401	Forsgren Associates Inc. Jennifer M. Walters, PE Project Manager 4110 Cutler Avenue NE. Suite 100 Albuquerque, NM 87110 505-814-2796 505-453-6046	City of Tucumcari Fixed Base Advanced
El Valle De Los Ranchos Water and Sanitation District P.O. Box 2717 #8 Miranda Canyon Road Ranchos De Taos, NM 87557	Abeyta Engineering, Inc. Alex R. Abeyta, PE 209-D Camino De La Merced Taos, NM 87571 575-737-0377	El Valle De Los Ranchos Water and Sanitation District Water Improvements Phase 3A
City of Las Vegas Las Vegas, New Mexico	Souder Miller & Associates George Mihalik 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211	Las Vegas Landfill Corrective Measures and Closure Project

<p>El Valle San Miguel Del Vado</p>	<p>Engineers Inc. Wayland Oliver 1601 Camino Del Coronado Tucumcari, NM 88401 575-461-0181</p>	<p>El Valle San Miguel Del Vado</p>
<p>City of Las Vegas Las Vegas, NM 87701</p>	<p>Paul Kennedy Souder Miller 2904 Rodeo Park Drive Santa Fe, NM 87505 505-473-9211</p>	<p>City of Las Vegas Peterson Pump Back Project</p>
<p>Village of Eagle Nest P.O. Box 168 Eagle Nest NM, 87718</p>	<p>Dennis Engineering Co. Tappan Mahoney, PE P.O. Box 909 21 Main Street Suite 201 Edgewood, NM 87015</p>	<p>Village of Eagle Nest Water System Improvements Phase II</p>



STATE OF NEW MEXICO  
Taxation and Revenue Department



Susana Martinez  
Governor

Demesia Padilla, CPA  
Secretary

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

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

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
REGISTRATION CERTIFICATE

Date ID Issued <b>01-Apr-2010</b>	IDENTIFICATION NUMBER <b>03-186160-00-1</b>	Business Start Date <b>11-Mar-2010</b>
Business Location <b>6 COUNTY RD B58</b>	Business End Date	
City and State <b>RIBERA, NM</b>	Zip Code <b>87510</b>	
Taxpayer Name <b>NEW IMAGE CONSTRUCTION, INC</b>	Taxpayer Type <b>Corporation</b>	
Firm Name <b>NEW IMAGE CONSTRUCTION, INC</b>	Filing Frequency <b>Monthly</b>	
Mailing Address <b>HC 72 BOX 5</b>		
City and State <b>RIBERA, NM</b>	Zip Code <b>87560-9601</b>	

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

Division Director Tax Administration

By Ron L. Scott

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

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

**STATE OF NEW MEXICO**  
CONSTRUCTION INDUSTRIES DIVISION

**NEW IMAGE CONSTRUCTION, INC.**

License Number

369062

Qualifying Party(s)

MANAGEMENT ACCOUNT

MANAGEMENT ACCOUNT

Expires

06/30/2019

MANAGEMENT ACCOUNT



*[Signature]*  
REGISTERED

This seal is the property of the CIB and shall be surrendered upon demand.



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

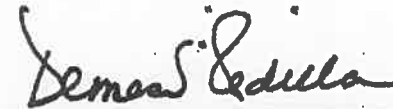
Issued to: **NEW IMAGE CONSTRUCTION, INC**

DBA: **NEW IMAGE CONSTRUCTION, INC**  
**HC 72 BOX 8**  
**RIBERA, NM 87560-9601**

Expires: **11-Sep-2018**

Certificate Number:

**L0968241200**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

# *Certificate of Contractor Registration*



This is to certify that

**New Image Construction Inc.**

6 COUNTY ROAD B58

RIBERA, NM, 87560-9601

has registered with the Department of Workforce Solutions

**Registration Date: 2/25/2016**

**Registration Number: 03025920140321**

**This certificate 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>**

Hays Plumbing

**BID**



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder, 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01 E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "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;
3. "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; and
4. "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.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 31,700.00	\$ 31,700.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 14,757.00	\$ 14,757.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 33,840.00	\$ 33,840.00
4	8" PVC Water Line, including Trenching and Backfilling	LF	2,490	\$ 31.00	\$ 77,190.00
5	8" Gate Valves w/Box	EA	4	\$ 2,050.00	\$ 8,200.00
6	12" PVC Water Line, including Trenching and Backfilling	LF	151	\$ 79.00	\$ 11,929.00
7	Connect to Existing Water Line	EA	4	\$ 200.00	\$ 800.00
8	Asphalt removal and replacement	SY	900	\$ 21.00	\$ 18,900.00
9	Pre-authorized Construction Changes	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Testing Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub-Total \$ 247,316.00

NMGR @ 8.3958% \$ 20,764.16

**TOTAL BID AMOUNT \$ 268,080.16**

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

- 5.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14)
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16)

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 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 9 - BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

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

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: Gordon Hays  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President  
(CORPORATE SEAL)

Attest [Signature]

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address 600 Railroad Ave. Las Vegas, NM 87701

Phone No. (505) 425-7535 Fax No. (505) 454-0202

E-mail hays\_plumbing@hotmail.com

SUBMITTED on February 22, 2017

**ARTICLE 10 – PREFERENCES**

**10.01 Resident Contractor Preference:**

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 8243

New Mexico Department of Workforce Solutions Registration Number 002369720111209

License Classifications MM-98, GB-98, GF-98, GA-01, GE-09, E101, ES02

**10.02 Resident Veteran Contractor Preference:**

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.



**STATE OF NEW MEXICO**

TAXATION AND REVENUE DEPARTMENT

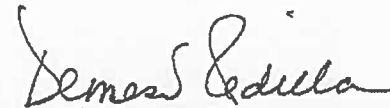
**RESIDENT CONTRACTOR CERTIFICATE**

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

Expires: **11-Feb-2018**

Certificate Number:

**L1311969232**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

## Resident Veterans Preference Certification

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

**Please check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter, constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

**To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.**

**CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

**TIMETABLE**

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

**ENVELOPES**

Sealed Bid envelopes shall be clearly marked on the lower left hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. *Enclose one (1) original and two (2) copies of Bid.*

**BRIBERY AND KICKBACK**

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978), it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

**NON-COLLUSION**

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

**RESPONSIBILITY OF BIDDER**

At all times it shall be the responsibility of the Bidder to see that their Bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 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 a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (CRS): 01-705574-001

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 81, Laws of 2006.

### COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services, and that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least twelve (12) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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 specified 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 in the City of Las Vegas.

**BIDDER INFORMATION**

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: \_\_\_\_\_

ADDRESS: 600 Railroad Ave. Las Vegas, New Mexico 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: ( 505 ) 454-0202

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO. 8243

BID ITEM(S): \_\_\_\_\_

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

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF New Mexico }

COUNTY OF San Miguel }

I, Gordon Hays, of lawful age, being first-duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract, or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Gordon Hays  
Signature: \_\_\_\_\_

Subscribed and sworn to before me, this 22 day of February, 2017.

(SEAL)

Carla Rubio  
Notary Public Signature  
My Commission Expires: 6-15-19



My Commission Expires: City of Las Vegas Standard Bid Clauses

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the two-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association, or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed Proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

**N/A**

\_\_\_\_\_  
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 Hayp*  
\_\_\_\_\_  
Signature

2/22/2017  
\_\_\_\_\_  
Date

President  
\_\_\_\_\_  
Title (Position)

**SUBCONTRACTOR'S FAIR PRACTICE  
ACT COMPLIANCE**

## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

---

Subcontract Category Boring

Estimated Value of Work \$42,026.24

Subcontractor's Name DH Underground

Business Address P.O Box 91958  
Albuquerque, NM 87199-1958

Phone Number (505) 220-0115

E-mail Address 85-0452083

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. 61581

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category Seeding

Estimated Value of Work \$1,250.00

Subcontractor's Name Eight 14 Solutions

Business Address 5750 Pino Ave. NE  
Albuquerque, NM 87109

Phone Number (505) 872-0846

E-mail Address \_\_\_\_\_

Federal Identification No. (FEIN #) \_\_\_\_\_

New Mexico Contractor's License No. 378178

License Categories \_\_\_\_\_

New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**

 Date: 2/22/2017

---

*Duplicate, complete, and submit additional sheets as required.*



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):  
Hays Plumbing and Heating, Inc.  
PO Box 1420  
Las Vegas, NM 87701-1414

**SURETY** (Name and Address of Principal Place of Business):  
Western Surety Company  
333 S. Wabash Ave, 41st Floor  
Chicago, IL 60604

**OWNER** (Name and Address):  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

**BID**

Bid Due Date: February 22nd, 2017

Description (Project Name and Include Location): East Waterline Loop Segment B

**BOND**

Bond Number: BID

Date (Not later than Bid due date): February 22nd, 2017

Penal sum Five Percent Of The Amount Bid

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Hays Plumbing and Heating, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Gordon Hays  
Signature

Gordon Hays  
Print Name

President  
Title

Attest:

[Signature]  
Signature

Witness  
Title

**SURETY**

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]  
Signature (Attack Power of Attorney)

Maria Y. Ankeny  
Print Name

Attorney-In-Fact  
Title

Attest:

[Signature]  
Signature

Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue 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

**Roger N Downey, Susan Jane Vance, Sherryl L. Quint, Christian B Downey, Maria Y Ankeny, 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 10th day of June, 2015.



WESTERN SURETY COMPANY

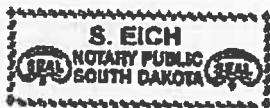
Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Brufat, 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

February 12, 2021



S. Eich  
S. Eich, 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 ??nd day of February, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER** (Name and Address):  
Hays Plumbing and Heating, Inc.  
PO Box 1420  
Las Vegas, NM 87701-1414

**SURETY** (Name and Address of Principal Place of Business):  
Western Surety Company  
333 S. Wabash Ave. 41st Floor  
Chicago, IL 60604

**OWNER** (Name and Address):  
City of Las Vegas  
1700 N. Grand Avenue  
Las Vegas, New Mexico 87701

**BID**  
Bid Due Date: February 22nd, 2017  
Description (Project Name and Include Location): East Waterline Loop Segment B

**BOND**  
Bond Number: BID  
Date (Not later than Bid due date): February 22nd, 2017  
Penal sum Five Percent Of The Amount Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**  
Hays Plumbing and Heating, Inc. (Seal)  
Bidder's Name and Corporate Seal  
By: Gordon Hays  
Signature  
Gordon Hays  
Print Name  
President  
Title

**SURETY**  
Western Surety Company (Seal)  
Surety's Name and Corporate Seal  
By: Maria Y. Ankeny  
Signature (Attach Power of Attorney)  
Maria Y. Ankeny  
Print Name  
Attorney-in-Fact  
Title

Attest: [Signature]  
Signature  
Witness  
Title

Attest: [Signature]  
Signature  
Witness  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Western Surety Company

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**Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, 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, underakings 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 10th day of June, 2015.

WESTERN SURETY COMPANY



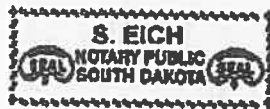
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Bruflat, 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  
February 12, 2021



*S. Eich*

S. Eich, 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 22nd day of February, 2017.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Total Contracting

RECEIVED  
FEB 22 2017

CITY OF LAS VEGAS  
CONTRACTING DEPT

11-28  
*(Signature)*

BID

BID FORM

PROJECT IDENTIFICATION

East Waterline Loop - Segment B

ARTICLE 1 - BID RECEIPT

1.01 This Bid is submitted to:

City of Las Vegas

1700 N. Grand Avenue

Las Vegas, New Mexico 87701

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 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Requirements within ten days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, none of which is hereby acknowledged:

Addendum No.

Addendum Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified as



SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06.

- E. Bidder has considered the information known to Bidder, 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work, (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 4.01 F above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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 collective agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or false Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding, and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practices" 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;
3. "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; and
4. "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.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Jack and Bore No. 1, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 42,000.00	\$ 42,000.00
2	Jack and Bore No. 2, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 19,200.00	\$ 19,200.00
3	Jack and Bore No. 3, including Casing, Carrier Pipe, and Spacers, CIP	LS	1	\$ 38,800.00	\$ 38,800.00
4	8" PVC Water Line, including trenching and backfilling	LF	2,400	\$ 27.12	\$ 64,800.00
5	8" Gas Valves w/Box	EA	1	\$ 13,000.00	\$ 13,000.00
6	12" PVC Water Line, including trenching and backfilling	LF	151	\$ 154.23	\$ 23,288.73
7	Connect to Existing Water Line	EC	1	\$ 3,600.00	\$ 3,600.00
8	Asphalt removal and replacement	SY	80	\$ 92.00	\$ 7,360.00
9	Pre-authorized Change in Contract	ALLOW	1	\$ 20,000.00	\$ 20,000.00
10	Relocation of Underground Utilities Allowance	ALLOW	1	\$ 20,000.00	\$ 20,000.00
11	Trenching Allowance	ALLOW	1	\$ 10,000.00	\$ 10,000.00

Sub Total \$ 365,443.00

TAX @ 8.3953% \$ 30,644.00

**TOTAL BID AMOUNT \$ 396,087.00**

Unit Prices have been compared in accordance with Paragraph 11.03.B of the General Conditions.

Bidder hereby certifies that all unit prices are not intended to be used solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities determined as provided in the Contract Documents.

5.02 If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. If a change of scope is negotiated and accepted, it will be in the form of a formal Change Order to the Contract.

5.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification (see Page BID-9 for Resident Veterans Preference Certification form).

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA, 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA, 1978, a Contractor shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Contractor is seeking the Resident Veteran preference, the Contractor shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of One Million Dollars (\$1,000,000) or less shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A Bid submitted by a Resident Veteran Contractor with annual revenues of more than One Million Dollars (\$1,000,000) but less than Five Million Dollars (\$5,000,000) shall be deemed to be eight percent (8%) lower than the Bid actually submitted.
4. A Bid submitted by a Resident Veteran Contractor with annual revenues of Five Million Dollars (\$5,000,000) or more shall be deemed to be seven percent (7%) lower than the Bid actually submitted.
5. A public body shall not award a Contractor both a Resident Business preference and a Resident Veteran Business preference.
6. When a Joint Bid is submitted by a combination of Resident Veterans and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.
7. The preference shall be limited, in any calendar year, to an aggregate of Ten Million Dollars (\$10,000,000) in purchases by public bodies from all Resident Veteran businesses receiving preferences.

For information on obtaining a Resident Contractor Certificate or Resident Veterans Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue

Department, P.O. Box 3373, Santa Fe, New Mexico, 87502-5373, telephone (505) 827-0951, or on the web at <http://www.treasury-newmex.gov/forms-and-publications/pages/recently-updated.aspx>.

- 1.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

#### ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates as within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
  - C. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
  - D. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9 (if seeking preference);
  - E. City of Las Vegas Standard Bid Clauses (pages BID-10 to BID-11);
  - F. Bidder Information (page BID-14);
  - G. Campaign Contribution Disclosure Form (pages BID-15 to BID-16).

#### ARTICLE 8 - DEFINED TERMS

- 8.01 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 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Total Contracting Services Inc

State of Incorporation: New Mexico

Type (General Business, Professional Service, Limited Liability): CB

By: [Signature]  
(Signature - attach evidence of authority to sign)

Name (typed or printed): William Rivera

Title: President

(CORPORATE SEAL)

Attest: [Signature]



A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address: P.O. Box 22395 \_\_\_\_\_

Albuquerque, NM 87498 \_\_\_\_\_

Phone No. 505-321-3881 \_\_\_\_\_ Fax No. N/A \_\_\_\_\_

E-mail WRivera@csias \_\_\_\_\_

SUBMITTED on February 22, 2017

ARTICLE 16 - PREFERENCES

1001 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? Yes

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

New Mexico Contractor's License Number 86999

New Mexico Department of Workforce Solutions Registration Number B3018120140115

License Classifications GB98, GF09, MM01

1002 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? No

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department and the Resident Veterans Preference Certification form on page BID-9.





CITY OF LAS VEGAS  
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 or all Bid Specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the Bid, to those bidding in law enforcement-related services. The City reserves the right to award the Bid to the most advantageous Bidder to the City.

TIME TABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, before 11:00 a.m. on February 22, 2017, at which time all Bids received will be opened. An opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for March, 2017. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-99 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1 N.M.S.A. 1978) 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 per (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition, (Section 30-41-1 through 30-41-3 N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of giving or paying illegal kickbacks.

NON-COLLUSION

By signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint or 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 Bidder and Tender, scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled Opening Date and Time set, a Bid thus delayed will not be considered.

### CLARIFICATION OF BID

A Bidder requiring clarification or interpretation of the Bid Specifications shall make a written request to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) 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 interpretations, 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 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 bidder's 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 shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 91-3829942

SOCIAL SECURITY NUMBER: \_\_\_\_\_

### NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5 N.M.S.A., 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (GRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NUMBER (GRS): 02-491671-00-4

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form pursuant to Chapter 61, Laws of 2008.

### 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 cause or 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 Request for Bids shall be for a period of one (1) year following the installation of said products by others. Also required is a receipt of a 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 two (2) copies of Bid Documents.

### DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs 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, the rights referred to in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

### BID PROTESTS

If any Bidder is of the opinion that the Specifications as written preclude him/her from submitting a Bid, his/her opinion should be made known to the Department involved in this Bid Request at least five (5) days prior to the scheduled Bid Opening Date, with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request 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. "Or Equivalent" 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 specified 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 in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: Total Contracting Services, Inc.

AUTHORIZED AGENT: William Rivera

ADDRESS: P.O. Box 72395 Albuquerque, NM 87195

TELEPHONE NUMBER: (505) 321-3831

FAX NUMBER: ( ) N/A

DELIVERY: N/A

STATE PURCHASING RESIDENT CERTIFICATION NO: 1188845264

NEW MEXICO CONTRACTORS LICENSE NO: 86899

BID ITEM(S): Per Bid Form

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF Bernalillo

I, William Rivera, of legal age, being first duly sworn in oath, say that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or with any City Official or employee as to the terms of said prospective contract, or any other terms of said prospective contract, or in any discussion between Bidders with any City Official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

William Rivera  
Signature

Subscribed and sworn to before me this 22 day of February, 2017

(SEAL) Notary Public  
My Commission Expires 1-07-2020

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a Proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds Two Hundred and Fifty Dollars (\$250.00) over the five-year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed Proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive Proposal.

"Campaign Contribution" means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, typed, printed, signed, or small to intangible services, professional services, or construction.

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

"Pendency of the procurement process" means the time period commencing with the public notice of the Request for Proposals and ending with the award of the contract or the cancellation of the Request for Proposals.

"Person" means any corporation, partnership, individual, joint venture, association, or any other lawful legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership, or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date of Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(The above fields are unlimited in size.) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (Position) \_\_\_\_\_

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by the, a family member, or representative.

*Will By*  
Signature \_\_\_\_\_ Date February 22, 2017

President  
Title (Position) \_\_\_\_\_

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Total Contracting Services, Inc  
PO Box 72395  
Albuquerque, New Mexico 87195

SURETY (Name and Address of Principal Place of Business): Granite RE, Inc.  
14001 Quailbrook Drive  
Oklahoma City, Oklahoma 73134

OWNER:  
City of Las Vegas  
1700 North Grand Avenue  
Las Vegas, New Mexico 87701

BID  
Bid Due Date: February 22, 2017  
Description (Project Name and Include Location): East Waterline Loop-Segment B, Various  
Locations, Las Vegas, New Mexico

BOND  
Bond Number:  
Date (Not earlier than Bid due date):  
Penal sum Five Percent of Amount Bid \$ (5%)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER  
Total Contracting Services, Inc (Seal)  
Bidder's Name and Corporate Seal

SURETY  
Granite RE, Inc (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: Stacey Boswell  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

Stacey Boswell  
Print Name

\_\_\_\_\_  
Title

Attorney-In-Fact  
Title

Attest: [Signature]  
Signature

Attest: Valerie M. Mims  
Signature

Witness  
Title

Witness  
Title

Note: Above addresses are to be used for giving any required notice. 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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





## SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: \$5,000.00

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR  
AMOUNTS EXCEEDING THE LISTING THRESHOLD

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Subcontract Category JACK AND BORE  
Estimated Value of Work \$44,000.00  
Subcontractor's Name DH UNDERWOODS, INC.  
Business Address P.O. BOX 91958  
ALBUQUERQUE, NM 87199-1958  
Phone Number 505-220-0115  
E-mail Address www.DHUNDERWOODS.COM  
Federal Identification No. (FEIN #) 85-0452083  
New Mexico Contractor's License No. 61581  
License Categories 6F09  
New Mexico Dept. of Workforce Solutions Registration No. 002272520110700 - 7/14/16  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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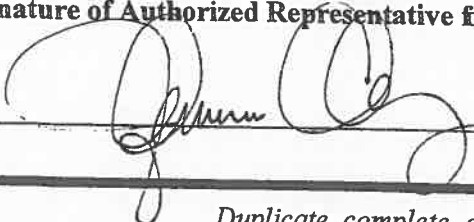
Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

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Subcontract Category \_\_\_\_\_  
Estimated Value of Work \_\_\_\_\_  
Subcontractor's Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Federal Identification No. (FEIN #) \_\_\_\_\_  
New Mexico Contractor's License No. \_\_\_\_\_  
License Categories \_\_\_\_\_  
New Mexico Dept. of Workforce Solutions Registration No. \_\_\_\_\_  
(list only if value of work is in excess of \$60,000)

---

**Signature of Authorized Representative for BIDDER:**



Date: 02/22/2017

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*Duplicate, complete, and submit additional sheets as required.*



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE

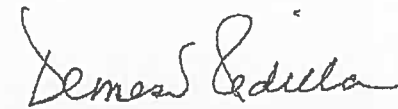
Issued to: **TOTAL CONTRACTING SERVICES, INC**

DBA: **TOTAL CONTRACTING SERVICES, INC**  
**PO BOX 72395**  
**ALBUQUERQUE, NM 87195-2395**

Expires: **18-Mar-2017**

Certificate Number:

**L1888845264**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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:* **TOTAL CONTRACTING SERVICES, INC.**  
**PERMANENT LICENSE #86999**

*Located at:* 1724 ATRISCO SW, ALBUQUERQUE, NM 87105

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*


**GB98, GF04, GF09, MM01**

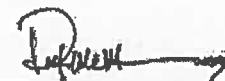
*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**05/16/2002**

  
\_\_\_\_\_  
*Signature of Contractor*

  
\_\_\_\_\_  
*Pat McMurray*  
*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*





## Certificate of Public Works Registration

**Total Contracting Services**

1724 Atrisco SW

Albuquerque, NM 87105

**Registration Date: 12/21/2015**

**Registration Expiration: 1/6/2020**

**Registration Number: 03018120140115**

**This certificate does not show the current status for the company.**

**To see the current status for this company please go to the NMDWS Public Works Website at**

**<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 03/02/17

**DEPT:** Utilities Dept.

**MEETING DATE:** 03/15/17

**ITEM/TOPIC:** Award request for proposals #2017-18 for Pump, Motor and Mechanical services to Alpha Southwest, Inc. and enter into agreement.

**ACTION REQUESTED OF COUNCIL:** Approval / Disapproval to award proposal #2017-18 to Alpha Southwest, Inc. and enter into agreement.

**BACKGROUND/RATIONALE:** The City of Las Vegas Utilities department went out for sealed proposals for pump, motor and mechanical repair services in order to allow for the proper repair of the pumps, motors and other mechanical equipment that cannot be repaired by City staff. The work will occur at the different City work sites such as the Water and Waste Water Treatment Plants. These services will be utilized by each Utilities division as needed.

Advertised:	February 6, 2017 – Albuquerque Journal, Las Vegas OPTIC and City website
Proposal Opening:	February 28, 2017
Number of Proposers:	1 – Alpha Southwest, Inc.
Funding Source:	City Funding
Budget Line Item:	Varies per division


**STAFF RECOMMENDATION:** Approval to award proposals #2017-18 to Alpha Southwest, Inc. and enter into agreement.


**COMMITTEE RECOMMENDATION:** This item will be discussed at the March 14, 2017 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.**

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**TONITA GURULÉ-GIRON**  
MAYOR

  
\_\_\_\_\_  
**RICHARD TRUJILLO**  
CITY MANAGER

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
**PURCHASING AGENT**  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
**H. CHICO GALLEGOS**  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 p.m., Feb 28, 2017, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


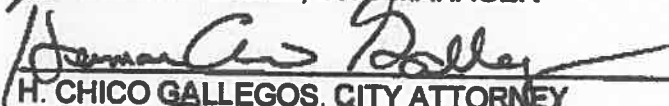
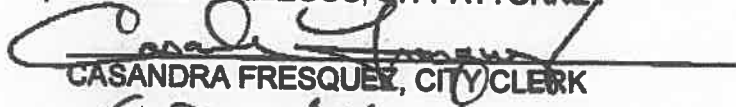

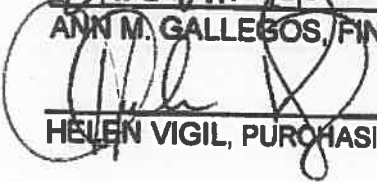
Pump, Motor and Mechanical Repair Services

Proposal Forms and Specifications may be obtained from the following location:

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: Pump, Motor and Mechanical Repair Services Opening No. 2017-18 ; 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  
  
RICHARD TRUJILLO, CITY MANAGER  
  
H. CHICO GALLEGOS, CITY ATTORNEY  
  
CASANDRA FRESQUEZ, CITY CLERK  
  
ANN M. GALLEGOS, FINANCE DIRECTOR  
  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2017-18

Date Issued: Jan 27, 2017

Published: LAS VEGAS OPTIC Feb 06, 2017  
ALBUQUERQUE JOURNAL Feb 06, 2017  
www.lasvegasnm.gov Feb 06, 2017



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: Feb 28, 2017; 2:00 p.m.; 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: \_\_\_\_\_, 2017. 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.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states 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.

APPLICATION OF PREFERENCE

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.

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) 8270700 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 Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed



proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

REQUEST FOR PROPOSALS FOR PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES  
FOR THE CITY OF LAS VEGAS

The City of Las Vegas, New Mexico is requesting proposals for Pump, Motor, and Mechanical Repair Service for City of Las Vegas defined in the scope of work.

A. SCOPE OF WORK

The Offeror shall perform Pump, Motor, and Mechanical Repair Services on an as needed basis, as hereafter stated.

The duties shall include the following services:

Offeror will provide Pump, Motor, and Mechanical Repair Services in the following areas:

- a. Comprehensive pump station, pump, and motor repair and rehabilitation at the City's water and wastewater plant and related facilities as needed.
- b. The work includes the furnishing of all materials, labor, equipment, tools, and services for the successful, replacement, rehabilitation, and repair of a wastewater pump stations; and includes scheduled rehabilitation and maintenance as well as emergency repair services.
- c. Pump repair and reassemble, or full replacement, as needed.
- d. Motor repair and reassemble, or full replacement, as needed.
- e. Troubleshoot and work on multiple types of pumps and motors, to included, but not limited to:
  1. Pumps: Aurora Splitcase, Fairbanks Morse, FLYGT Submersible, Sigma
  2. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, Walker
- f. Able to respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs. Capable to provide video inspection technology to investigate conditions or damaged to sewer or water lines.
- g. Personnel used for the performance of the work shall be properly trained and qualified to perform pump or motor work on the variety and complexity of the systems in the City facilities.
- h. All work shall be performed in accordance with the standards of the industry and to the complete satisfaction of the City.
- i. All parts used for repair and in reassembly of equipment shall be the manufacturer's authorized parts or specifically approved by the City prior to installation.
- j. Provide electrical, controls, instrumentation, SCADA and PLC programming capabilities. All work shall be performed in accordance with the National Wiring Standards.
- k. Provide other mechanical services as needed.

The agreement term will be for one year with the option for renewal up to four years.

State name and address of your organization or 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. PERSONNEL EXPERIENCE:

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Utilities System. Respond to this as Section B of Offeror's proposal.

3. LICENSES:

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 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 C in Offeror's proposal.

4. EXPERIENCE IN PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES:

The offeror shall demonstrate at least five (5) years experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

5. EXPERIENCE AS PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES:

The Offeror shall demonstrate at least five (5) years of proven performance as a Pump, Motor, and Mechanical Repair Service.

6. DOCUMENTATION:

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

7. FINANCIAL:

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

8. ADDITIONAL INFORMATION:

Describe any exceptions and/or clarifications to this Request for Proposals. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere.

Respond to this section as Section K in Offeror's proposal.

9. NOTE:

Number of pages should not exceed a total of 25. Submit one (1) original and five (5) copies of all Proposal documents.

10. WITHDRAWAL OF PROPOSAL:

A Proposal may not be withdrawn or canceled 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.

11. OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL:

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. OPENING OF PROPOSAL:

Offerors are invited to be present at the opening of the Proposal. All Proposals shall be made and received with the understanding that the Offeror accepts the terms and conditions contained in these Contract Documents referred to herein.

13. COMPARISON OF PROPOSALS:

City of Las Vegas shall appoint a selection committee to review and evaluate the proposals submitted for this project. Offerors should be prepared to respond to requests by the selection committee for oral presentations, site visits, and interviews with key employees and other areas deemed necessary to assist in the evaluation process. The selection committee may, at its option, interview some or all Offerors submitting valid proposals. The committee shall, on the basis of the proposal and the interviews, rank the Offerors for recommendation of award to the City Manager and the Las Vegas City Council.

The following criteria shall be used by the selection committee in evaluating and ranking the proposals and making a recommendation for award. The proposals shall be rated on a scale of 1-100 by each evaluator with maximum points per category as shown below:

1. Personal/Personnel Experience: Pump, Motor, and Mechanical Repair Services.  
..... 30%

2. Capacity and Capability: Offerors willingness, capacity and capability to perform the scope of work with such factors as project approach control of costs, quality of work, and meeting deadlines.....15%
3. Past Record of Performance and Familiarity with Pump, Motor, and Mechanical Repair services, provide a summary of three related projects itemized in item number 1 above, include contact information: .....15%
4. Familiarity with the Gallinas and Las Vegas area in which the work will be performed.....30%
5. Proximity to Las Vegas New Mexico.....10%

14. AWARD OF CONTRACT:

The Owner reserves the right to delay awarding of the Contract up to 60 days after the scheduled opening and the privilege of rejecting all proposals and not making an award. Awarding of Proposal shall be made to the responsible Offeror whose Proposal best meets the specifications. In awarding the Contract, the Owner shall determine, at his discretion, whether an Offeror is qualified to perform the Contract, and whether it is to the interest of the Owner to accept the offer. The City of Las Vegas reserves the right to make multiple awards on professional services proposals.

15. BONDS:

The successful offeror will be required to furnish a Performance Bond, 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.

16. INSURANCE CERTIFICATE:

The Offeror must at all times hold General Liability insurance of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate 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 the Contract.

The successful Offeror will be required to furnish insurance certification for the insurance required.

17. CONTRACTUAL TERMS:

The following contractual terms will be included in any Contract entered into by the City of Las Vegas and the consultant selected.

- a. Funding

This solicitation is subject to the availability of funds to provide this service. 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.

b. Term

1. The term of this agreement shall be for a period of one (1) year. Due to the need for a continuity of the contractual services, the term may be extended from year to year for a maximum of four (4) years. Sixty (60) days prior to the end of each year of the agreement, City may, without stating a cause, give notice of its intention to terminate the contract.

21. EXECUTION OF CONTRACT:

The Contract, Performance Bond and Labor and Material Payment Bond shall be executed in four (4) 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- Bonding Company

22. CONTRACT DOCUMENTS:

The complete Contract Documents will include the following:

- (1) Notice to Offerors
- (2) Instructions and Information for Offerors
- (3) Proposal
- (4) Cost
  - a) Breakdown pricing for lodging
  - b) miles traveled, travel time, misc. travel expense,
- (5) Contract Agreement
- (6) Performance Bond
- (7) Labor and materials Payment Bond
- (8) General conditions and Provisions of the Scope of Service
- (9) Safety Requirements, insurance certificates, and Contractor's bonds, all of which are bound together.

23. CITY OF LAS VEGAS BUSINESS LICENSE:

The successful Offeror shall be required to obtain a business license from the City of Las Vegas before commencing work on the project.

24. DOCUMENTS TO SUBMIT WITH PROPOSAL:

Each Offeror shall submit one (1) original and five (5) copies of the following documents:

- A. Proposal
- B. Offeror Information Form
- C. List of Subcontractors
- D. Contractor's Bonds
- E. Campaign Contribution Disclosure Form
- F. Cost
  - 1) Breakdown pricing for lodging
  - 2) miles traveled, travel time, misc. travel expense,

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RATING SHEET FOR:  
Pump, Motor, and Mechanical Repair Consulting  
Services**

Offeror: \_\_\_\_\_

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES</b>		
1. Personal/Personnel Experience	<u>30</u>	
2. Capacity and Capability	<u>15</u>	
3. Past Record of Performance	<u>15</u>	
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	
5. Proximity to Las Vegas New Mexico	<u>10</u>	
<b>TOTAL</b>	<b><u>100</u></b>	







**City of Las Vegas**

**Response to RFP 2017-18: Pump, Motor and  
Mechanical Repair Services**

**February 28, 2017 2:00 PM**



**COPY 2 OF 5**



February 28, 2017

City of Las Vegas  
ATTN: City Clerk  
1700 North Grand Avenue  
Las Vegas, NM 87701

To Whom It May Concern,

Alpha Southwest, Inc. (ASW) is pleased to respond to the City of Las Vegas RFP 2017-18 Pump, Motor, and Mechanical Repair Services. Alpha Southwest can meet and exceed the requirements listed in the scope of work outlined in the RFP. I will be the company officer responsible for the administration of this contract.

ASW is New Mexico's premier supplier of custom engineered pumping systems, fluid handling systems, water treatment systems, wastewater & storm water pumping systems, SCADA systems, and measurement instruments. ASW's service capabilities include: fabrication, machining, installation, support & maintenance, well rehabilitation services, and general contracting.

From its humble beginnings, ASW has devoted its very existence to providing engineering, consulting, maintenance and repair services to many of the major municipal water providers throughout New Mexico and in El Paso County for over 5 decades. Our project portfolio includes well over 5,000 successful projects since its beginning in 1964. ASW currently has major maintenance contracts on booster stations and water wells for the following City's: Albuquerque, Rio Rancho, Gallup, Santa Fe, and El Paso, Texas.

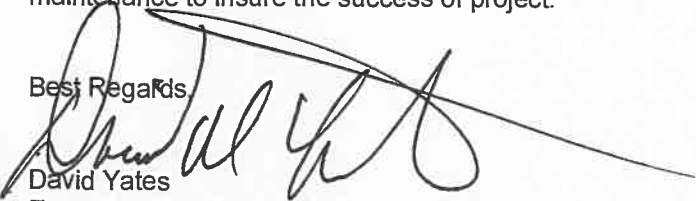
Our years of experience with the City of Las Vegas makes ASW uniquely qualified and positioned to provide the City its expertise and "know-how" to solve complex pumping problems and keep them running. With over 13,000 square feet of fabrication facilities, heavy equipment and locations in Albuquerque, New Mexico and El Paso, Texas, staffed by over 40 highly trained people, we can readily service and support the City of Las Vegas.



Alpha Southwest - 1964 - First Well Workover Truck

ASW's business philosophy provides many benefits and value to the City of Las Vegas like: 1) A consultative approach when working with end users 2) A single source for projects to insure they done right, safely and are on schedule. 2) Paying only for what you need. 3) Control over the equipment installed. 4) On-going support and maintenance to insure the success of project.

Best Regards

  
David Yates  
Executive Vice President, Alpha Southwest, Inc.



## INTRODUCTION

### SCOPE OF WORK-Alpha Southwest's Commitment to the City of Las Vegas

Alpha Southwest, Inc. (ASW) is pleased to offer Pump, Motor, and Mechanical Repair Services on an as needed basis to the City of Las Vegas. The services ASW will provide include: Pump, Motor, and Mechanical Repair Services in the following areas:

- a. Comprehensive pump station, pump, and motor repair and rehabilitation at the City's water and wastewater plant and related facilities as needed.
- b. ASW will furnish all materials, labor, equipment, tools, and services for the replacement, rehabilitation, and repair of pumping systems, pump stations, wastewater systems, disinfection systems, and measurement instruments. Additionally, ASW will also provide scheduled rehabilitation of wells and maintenance of pumping and wastewater systems as well as emergency repair services.
- c. ASW will provide pump repair and reassembly, or full replacement of pumps, disinfection systems and measurement instruments as needed.
- d. ASW will provide motor repair and reassembly, or full replacement of motors, as needed.
- e. ASW will troubleshoot and work on multiple types of pumps and motors, to included, but not limited to:
  1. Pumps: Aurora Splitcase, Fairbanks Morse, FLYGT Submersible, Sigma
  2. Motors: GE Motors, Reliance Motors, Baldor Motors, US Motors, Walker
- f. ASW will respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs.
- g. ASW will provide video inspection technology and well rehabilitation consulting services to investigate the conditions of water wells. ASW will also provide third party services for video inspection of sewer or water lines.
- h. All ASW personnel and subcontractors used for the performance of the work shall be properly trained and qualified to perform pump or motor work on the variety and complexity of the pumping systems and wastewater in the City facilities.
- j. All work performed by ASW will be completed in accordance with the standards of the industry and to the complete satisfaction of the City.
- k. All parts provided by ASW used for repair and in reassembly of equipment shall be the manufacturer's authorized parts or specifically approved by the City prior to installation.
- j. ASW will provide electrical, controls, instrumentation, SCADA and PLC programming capabilities. All work will be performed in accordance with the National Wiring Standards,
- k. ASW will provide other mechanical services as needed such as fabrication, machining and welding.

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## Section A

### ORGANIZATION

State name and address of your organization or 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.

### ASW Organization

ASW, Inc. is a privately held for profit corporation incorporated in the State of New Mexico in September of 1964. Rick L. Yates is the President of the Corporation and David M. Yates is the Executive Vice President of the Corporation.

Located in Albuquerque's South Valley at 205 Rossmoor Road, Albuquerque, NM 87105, this location **has twenty-three employee/personnel available for the implementation of this contract.** These include office personnel (sales, application, accounting, and clerical), rig crews, shop foremen and senior machinist, machinist and machinist apprentice, pipefitter fabricators, rig operators, rig hands, field foremen, electrical foreman, journeymen electrician and journeymen apprentice.

**Federal Tax ID:** 85-0171132, **NM CRS Number:** 01-711081-005, **DUNS Number:** 035673367

### Subcontractors

ASW will utilize Southwest Sewer Services, Inc, Los Lunas, NM, (505) 865-5385, as a subcontractor to perform waterline and sewer line video inspections for the City at the direction of Richard Durbin and/or Joe Barela. Their license # is: 13636, The person responsible from Southwest Sewer Services is Desi Scholoaner, who is the owner and license holder.

### Contract Administration

Mr. David Yates ASW's Executive Vice-President will be responsible for the execution and administration of the contract. He is located at our Albuquerque facility at 205 Rossmoor Rd. S. W. Albuquerque, New Mexico 87105. His telephone number is 505-877-0287 and his e-mail is [dave@alphasw.com](mailto:dave@alphasw.com).

### Daily Job Coordinating, Job & Work Order Scheduling

Well Pumps & Pumping Equipment: First Contact: Joe Barela-505-967-5285, [joe.barela@alphasw.com](mailto:joe.barela@alphasw.com)

Electrical Work & Equipment: First Contact: Richard Durbin-505-877-0287, [richard@alphasw.com](mailto:richard@alphasw.com)

Well Pumps & Pumping Equipment: Second Contact: Warren Ellis-505-877-0287, [warren@alphasw.com](mailto:warren@alphasw.com)

Electrical Work & Equipment: Second Contact: David Yates-505-980-6107, [dave@alphasw.com](mailto:dave@alphasw.com)

## Section B

### PERSONNEL EXPERIENCE

Describe the experience and qualifications of company Principals, supervisors, and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors. The experience and qualifications must reference the servicing of the City of Las Vegas Utilities System, Respond to this as Section B of Offeror's proposal.

#### ASW Staff

##### President: Rick Yates

**Role:** Mr. Yates will oversee all aspects of the company in servicing the water industry needs in our market operating in Texas and New Mexico as well as overseeing our Electrical Division. He will provide oversight for all accounting, job costing functions, banking and bonding responsibilities.

Mr. Yates negotiates and manages large contracts including municipal maintenance agreements, industrial accounts, and new construction projects. He will oversee all shop operations including turbine pump repair at our in-house machine shop. Direct and oversee field operations including water-well maintenance crews, pump repair crews and installation of various types of water and waste water pumps. Additionally, he will oversee all office, clerical and accounting functions including A/R, A/P, Payroll and Job Costing. He also works directly with engineers and owners on design and applications of various deep-well, booster and waste-water pumps. Applications include flow measurement, pressure, electrical controls and other systems.

**Years with ASW:** 29

**Project(s) with a similar role:** Oversight of numerous New Mexico and El Paso, TX Projects

#### Certifications:

NM General Contractor's License, GB-98	NM Mechanical License, GF-03
NM Asbestos Abatement License, GS-29	NM Well Driller's License
Pump Application School, Montebello, CA	Chlorinator Application and Repair School, Belleville, NJ
Flow & Pressure Measurement Application, Houston, TX	
Hydraulic Control Valve Application, Surry, B.C., Canada	
TX Pump Installer's License for Line Shaft Turbine Pumps and Submersible Pumps	

##### Vice President: David Yates

**Role:** Mr. Yates will manage and oversee the Albuquerque office operations, custom engineered pumping and fluid handling system designs, and pump skids designs that may be required by the City. He will oversee the estimates for complex fabrication and machine jobs and will design, pump and flow meter applications, deep set turbine pump settings and evaluate & propose meter and valve applications when required.

In addition, he will: 1) Maintain quality assurance standards for engineering and design for City projects; 2) Direct activities of others to ensure that manufacturing, construction, installation, and operational testing conform to quality assurance standards and City contract requirements. 3) Review and approve CAD drafted designs, drawings, specifications and other deliverables to the City; 4) Direct and coordinate operation, maintenance, and repair of equipment and systems in field installations; 5) Oversee the development of project plans specifying goals, budgeting, strategy, staffing, scheduling, identification of risks, contingency plans, and allocation of available resources; 6) Formulate and define the technical scope and objectives of projects for the City; 7) Schedule and assign duties to staff members based on their experience and / or 8) Write proposals, coordinate project activities, and establish reporting procedures for the City.

**Years with ASW:** 29



**Project(s) with a similar role:** Oversight of numerous New Mexico and ABCWUA Rehabilitation Projects

**Certifications**

Indar Pump Application School

Singer Hydraulic Control Valve Application

Peerless Pump Application School

Flowtronex PSI Modular Pumping Systems

**General Operations Manager: Warren Ellis**

**Role:** Mr. Ellis will develop the scope of work, terms, specifications, based on analyses of City's needs. He will maintain records, plan, direct, and coordinate activities for the City. He will provide estimates, progress reports and cost tracking reports. He will also develop job specifications to determine appropriate construction methods for fabrication of discharge heads, suction and discharge headers, pumping stations, and repairs of pumps and related equipment.

**Years with ASW:** 22

**Project(s) with a similar role:**

1)City of T or C, NM – Phase IIC Water System Upgrade. Awarded Contract \$650,881.75

2)Village of Los Lunas, NM – Water System Improvements. Awarded Contract \$644,635.75

3)City of Santa Fe, NM - Preliminary & Primary Treatment Facilities. Awarded Contract \$92,368.55

4)Versatile Construction Black Water Draw. Awarded Contract \$77,680.07

**Certifications:**

UNM- Technical Drafting Auto CAD I, II, Peerless Pump Commercial/Municipal Course, General Hydraulics, Pump Application, Vertical and Horizontal, Gould's Turbine Pump School, Flowtronex PSI Modular Pumping Systems, Bran + Luebbe Metering Pumps/System, Morrison Molded Fiber Glass Technical Training, American Society of Professional Estimators, Chlorinators Inc. - Application and Service, Singer Automatic Control Valve - Application and Operating

**Electrical Division Manager: Richard Durbin**

**Role:** Mr. Durbin will provide direct oversight of electricians in his division and other skilled craftsmen for City projects.

**Mr. Durbin will also share joint responsibility to conduct the day-to-day outside sales & support activities with the City with Mr. Joe Barela our Sale Engineer.** He will provide estimates and project management, as well as field electrical operations for the City.

He will also serve as a working supervisor who will oversee field electrical operations and field crews, and perform installation & maintenance of electrical power systems for pumping systems.

His division will provide design, maintenance, support and repair of electrical systems, electronic controls, instrumentation, SCADA systems, VFD's, motors and PLCs. He oversees ASW's distributor relationships with Flowtronex (turf pump skids), Tesco Controls (SCADA), ABB Drives Division and Endress & Hauser (instrumentation).

His department will perform repairs of electrical equipment, including: disassembly of electrical units such as generators, motors, voltage regulators, and locates sources of malfunctions for the City.

**Years with ASW:** 19

**Project(s) with a similar role:** Oversight of numerous projects in New Mexico and El Paso, Texas

**Certifications:** EE98, ABB Certified, TESCO Certified

### **Project/Sales Engineer: Joe Barela**

**Role:** Mr. Barela will serve as a project manager for City projects for ASW and will sell pumps, motors, VFD's, disinfection systems well rehabilitation, and services. He will conduct customer needs analysis, engineering and cost analysis.

Mr. Barela will conduct the day-to-day outside sales & support activities with the City and **will jointly share the responsibility of interfacing with the City with Mr. Richard Durbin our Electrical Services Manager.** Mr. Barela is a sales and project engineer and will assist the City in developing solutions for pumping and well-field problems. He holds a BSME degree from the University of New Mexico and brings 38 years of federal, state and municipal contracting and service experience. In addition, Mr. Barela's experience includes working as a gas engineer and a manufacturing engineer. He has overseen numerous data communications infrastructure projects for the State and school districts, custom engineered motion control projects for companies like GM and Disney, solar tracking projects with Emcore, value engineering projects, CFD modeling projects and very recently was working with US refineries to simulate and analyze and improve catalytic cracker performance.

Mr. Barela has received awards for sales excellence including three President's clubs and has been honored by the University of New Mexico for helping found the Hispanic Engineering Organization.

He is an active member of American Water Works Association (AWWA), American Society of Mechanical Engineers (ASME) and the New Mexico Water and Wastewater Association (NMWWA) and participates in events with the New Mexico Rural Water Association (NMRWA). He is also a member of Society of Hispanic Professional Engineers(SHPE).

**Years with ASW: 2**

**Project(s) with similar role:** BCIP, Town of Bernalillo, various municipal projects.

#### **Training:**

Grundfos Technical Institute-Pumping Systems & Products, National Pump Systems, PSI-On-Site Sodium Hypochlorite Systems

### **Superintendent: Victor Powell**

Mr. Powell has extensive experience in well rehabilitation which includes the pulling, replacing, repair and assembly of vertical turbine, submersible and horizontal pumps as well as installation of well liners, chemical and mechanical well treatment, well cleaning and production well testing. Mr. Powell serves as Start-Up Supervisor on hundreds of deep well, line shaft vertical turbine pumps. Some of these pump installations included natural gas-driven drivers.

**Role:** Mr. Powell will oversee the crew coordination and function of pulling and replacing, repair and assembly of vertical turbine, submersible and horizontal pumps, installation of large and small valves at City well sites. His responsibilities will include supervising pipe fitters and millwrights who repair and replace major sections of suction and discharge headers, booster pumps and pump cans, large-diameter gate and butterfly isolation valves, flow meters, pump control valves, and related equipment.

**Years with ASW: 41**

**Project(s) with a similar role:**1) ABCWUA "Water Facilities Equipment Maintenance, Repair & Replacement Services" Current Contract 2) City of Las Vegas, NM "Maintenance & Repair Services for Water Facilities Equipment" 3) Town of Anthony, NM, Well #1, #2, #3, #4 & #6 Improvements 4)County of Los Alamos, NM, Well Pump #4 Pull & Repair

**Certifications:** New Mexico Well Driller's License, Texas Pump Installer's License, Commercial Driver's License

## **Training**

Amarillo Right Angle Gear Drive School  
Singer Valve School

Peerless Pump Training School  
Confined Space 2012

HCT Safety and Product Knowledge and Application Training-Well Klean, Pipe-Klean Program  
New Mexico Ground Water Association 2017: 1) State Engineer Rules & Regs 2) Wire Rope Safety  
3) Plumbness & Alignment 4) Well Development 5) Basic Pump Development 6) NMDOH Water Quality  
7) Solar Plumbing

### **Senior Pump Rig Supervisor & Operator-Manuel Mendoza**

**Role:** Mr. Mendoza will oversee the crew functions of pulling, repairing, assembly and replacing of vertical turbine, submersible and horizontal pumps, installation of large and small valves for the City. Rig and shop hand experience includes the pulling, repair, assembly and replacing of vertical turbine, submersible and horizontal pumps. Install piping fabrication as well as installation of large and small valves.

**Years with ASW:** 9

**Project(s) with a similar role:** Support of numerous well field projects in New Mexico & El Paso, Texas

**Certifications:** Commercial Driver's License

**Training:** OSHA 10hr. Training 2012, HCT Safety and Product Knowledge and Application Training-Well Klean, Pipe-Klean Program

### **Lead Pump Rig Supervisor & Operator: Steve Ragsdale**

**Role:** Mr. Ragsdale will oversee the crew function of pulling and replacing, repairing and assembling of vertical turbine, submersible and horizontal pumps, and installation of large and small valves. He will provide rig and shop leadership for pulling, repair, assembly and replacing of vertical turbine, submersible and horizontal pumps. He will also install piping systems as well as install large and small valves.

**Years with ASW:** 9

**Project(s) with a similar role:** Support of numerous well field projects in New Mexico & El Paso, Texas

**Certifications:** Commercial Driver's License

**Training:** OSHA 10hr General Industry Safety 2012, HCT Safety and Product Knowledge and Application Training-Well Klean, Pipe-Klean Program, New Mexico Ground Water Association 2017: 1) State Engineer Rules & Regs 2) Wire Rope Safety 3) Plumbness & Alignment 4) Well Development 5) Basic Pump Development 6) NMDOH Water Quality 7) Solar Plumbing

### **Shop Foreman/Millwright: Gary Parmentier**

**Role:** Mr. Parmentier's responsibilities for the City will include overseeing, machining and layouts for fabrication of discharge heads, suction and discharge headers, pumping stations, etc. He has extensive experience in troubleshooting and repair of all types of pumps and related equipment including horizontal and vertical well and booster pumps, multistage, gas and electrical, fire pumps, end suction pumps, submersible pumps by various manufacturers such as Peerless, Johnston, Fairbanks Morse, Layne & Bowler, Aurora, National Pump, Byron Johnson and KSB. His experience also includes underground pipe work and station pipe installation: Installation of large butterfly valves, hydraulic valves and meters. In addition, experience with fluid coupling drive pumps (hydro constants) understands all types of couplings, drives, etc.

**Years with ASW:** 40

**Project(s) with a similar role:** Support of numerous well field projects in New Mexico & El Paso, Texas

**Certifications:** OSHA 10hr. Training 2012, HCT Safety and Product Knowledge and Application Training-Well Klean, Pipe-Klean Program

**Machinist: Josh Herrera**

**Role:** Mr. Herrera's responsibilities for the City will include, machining for fabrication of discharge heads, suction and discharge headers, pumping stations, etc. Mr. Herrera has experience in troubleshooting and repair of all types of pumps and related equipment including horizontal and vertical well and booster pumps, multistage, gas and electrical, fire pumps, end suction pumps, submersible pumps by various manufacturers such as Peerless, Johnston, Fairbanks Morse, Byron Johnson and KSB. His experience also includes installation of large butterfly valves, hydraulic valves and meters. Rig and shop hand experience includes the pulling, repair, assembly and replacing of vertical turbine, submersible and horizontal pumps. Install piping fabrication as well as installation of large and small valves.

**Years with ASW:** 10

**Project(s) with a similar role:** Support of numerous well field projects in New Mexico & El Paso, Texas

**Certifications:** Peerless Pump Certified Technician, Commercial Driver's License, 30Hr. OSHA Hazard Training 2012, Confined Space 2012, Utility Operator Water Systems Level 1 2012, Fall Protection 2012, HCT Safety and Product Knowledge and Application Training-Well Klean, Pipe-Klean Program

**Field Superintendent Electrical Division: Raymond Durbin**

**Role:** Mr. Durbin has extensive practical "hands-on" electrical/electronic experience will provide maintenance, support and repair of electrical systems, electronic controls, instrumentation, SCADA systems, VFD's, motors and PLCs. He will bring this experience to the City of Portales.

Mr. Durbin's experience includes traditional electrical systems, motor control systems and includes integrating motor controls, solid state controllers, electro-mechanical starters, variable frequency drives, low to medium voltage contactors/starters, communication packages, and more.

**Years with ASW:** 15

**Project(s) with a similar role:** Electrical services for various ASW projects in New Mexico and El Paso, TX.  
Las Vegas Water Utility Water Treatment Plant PLC & TESCO SCADA Integration  
Eldorado Utilities TESCO SCADA & ABB VFD Install and Integration

**Certifications:** EE98, ABB Certified, TESCO Certified

**Lead Welder: Jerry Peralta**

**Role:** Mr. Peralta will serve as the lead welder for discharge heads and other related pump and piping fabrication for the City. He oversees all welding projects for New Mexico and El Paso and is experienced with arc welding, oxy welding, plate burning up to 6" thick, pipe fitting up to 42" thick stainless steel cutting & welding and aluminum cutting and welding.

Mr. Peralta's experience encompasses over 27 years and includes numerous custom discharge fabrication projects in conjunction with the ASW machine shop for El Paso Water Utility and the Albuquerque Bernalillo Water Utility Authority. In addition, he has fabricated spools, column pipe assemblies, and suction cans as large as 23' long and 48" in diameter.

**Years with ASW:** 27

**Project(s) with a similar role:** Albuquerque Bernalillo Water Utility Authority Booster Stations-suction cans, discharge heads, column pipe, El Paso Water Utility Discharge heads, betterment projects.

**Certifications:** Confined Space 2012, Certified Welder 1998

#### **Account Manager-Bernadette Dominguez**

Ms. Dominguez has extensive experience in administrative & accounting procedures and a background in financial reporting, preparing and performing financial audits and payroll tax project accounting.

**Role:** Ms. Dominguez will oversee project progress billings and invoicing for the City. She will analyze financial information and prepare financial reports to determine or maintain record of assets, liabilities, profit and loss, tax liability, or other financial activities within ASW. This will ensure that all progress billings are accurate.

Ms. Dominguez will establish accounts and assign entries to proper accounts and will develop, implement, and document record keeping and manage the Great Plains accounting system.

Ms. Dominguez will prepare periodic reports that compare budgeted costs to actual costs and provide internal auditing services for ASW. Additionally, she will perform any combination of routine calculating, posting, and verifying duties to obtain primary financial data for use in maintaining accurate accounting records for projects. Ms. Dominguez will also verify the accuracy of figures, calculations, and postings pertaining to business transactions recorded for the City. She will also make sure that ASW complies with federal, state, and company policies, procedures, and regulations.

Ms. Dominguez holds a BA degree from the University of New Mexico in business.

**Years with ASW:** 2

**Training:** Great Plains Accounting Software 2017

#### **Inside Sales-Meghan Sanchez**

**Role:** Ms. Sanchez will assist the City in the quotation, sale, and billing of parts, pumps, motors, and shop jobs, including manufacturing. She will order job materials, coordinating work, scheduling LTL and freight deliveries to job sites. She will also oversee Accounts Payable/Accounts Receivable. She will oversee the annual inventory of company inventory and stock. She also maintains the stock room for the Albuquerque facility.

Additionally, Ms. Sanchez will oversee updating/maintaining company DOT driver lists, shop equipment lists, and vehicle lists for annual insurance renewal, including ensuring fleet vehicles maintain up-to-date insurance and registration, maintaining fleet vehicle files, and tracking annual DOT mileage for reporting. She will also oversee fuel receipts by DOT Vehicle, and maintain record for weight & distance reporting. She will also maintain DOT personnel files, including ensuring DOT drivers are up-to-date on compliance. Ms. Sanchez will maintain all files on Medical, Drug/BAT Testing for employees.

**Years with ASW:** 5



**Project(s) with a similar role:** City of Farmington custom engineered parts, Isleta Pueblo parts and supplier.

**Training:** Great Plains Accounting Software 2017, Grundfos, Peerless and National Pump, accounting.

## Section C LICENSES

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 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 C in Offeror's proposal.

ASW, Inc. holds the following Licenses in house: New Mexico General Contractors License # 13139 including the following classifications under this license; GB98 general building and construction, GF03 mechanical piping interior commercial and industrial, GS29 asbestos abatement, and EE98 electrical commercial. Qualifying parties include: Rick L. Yates, Richard Durbin, and Charles Henry George. ASW also holds well drillers pump installer's license # WD-599. This allows us to modify, drill, abandon, and rehabilitate wells plus repair and install well pumps.


New Mexico E-Services for Contractor Licensing


[Home Page](#)

**Company Details**

Company Name	ALPHA SOUTHWEST INC	License Number	13139
Phone Number	5058770287	License Status	Active
Issue Date	04/18/1977	Expiry Date	04/30/2018
Volume	\$1000000.00 +		
<b>Address</b>			
	PO BOX 9263		
City	ALBUQUERQUE		
State	NM	Zip Code	87119

**QP Details**

Name	Certificate No	Classification	Attach Date	Status
<u>RICK L. YATES</u>	25207471	GS29	05/04/1998	Attached
<u>RICK L. YATES</u>	25228154	GF03	05/04/1998	Attached
<u>RICK L. YATES</u>	25245253	GB98	05/04/1998	Attached
<u>RICHARD DURBIN</u>	25244612	EE98	05/04/1998	Attached
<u>CHARLES HENRY HENRY GEORGE</u>	250355	GB98	11/01/2010	Attached

[Back to search page](#)   [Back](#)

Susana Martínez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
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, GB98, GF03, GS29**

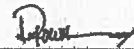
*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**04/18/1977**

\_\_\_\_\_  
*Signature of Contractor*



\_\_\_\_\_  
*Pat McMurray*  
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.

**CITY OF LAS VEGAS, NEW MEXICO**  
**BUSINESS LICENSE/REGISTRATION**

**BUSINESS:** \_\_\_\_\_ **ALPHA SOUTHWEST, INC.**

\_\_\_\_\_ **LICENSE # 0229**

**ADDRESS:** \_\_\_\_\_ **LAS VEGAS, NEW MEXICO 87701**



**APPROVED**

\_\_\_\_\_  
COMMUNITY DEVELOPMENT

\_\_\_\_\_  
BUSINESS OWNER

  
**LAS VEGAS**  
NEW MEXICO

Old Trails, New Adventures



\_\_\_\_\_  
**Tonita Gurulé-Girón**  
MAYOR

Gary Johnson  
Governor

STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT  
CONSTRUCTION INDUSTRIES DIVISION  
725 St. Michael's Drive  
Santa Fe, New Mexico 87501

Robin Dozier Otten  
Superintendent

Anita Lockwood  
Director

**CERTIFICATE OF QUALIFICATION #CQ061269**

*This is to certify that:*

**RICHARD DURBIN**

*Qualifying for:*

**ALPHA SOUTHWEST INC**

*Has passed the examination for:*

**EE98**

*As set up by the CONSTRUCTION INDUSTRIES DIVISION*

*Given under my hand and the seal of the Construction Industries Division at Santa Fe, New Mexico this 13th Day of April 1995*

  
Signature of Qualifying Party

  
Director

NOTE: This certificate must be surrendered to the CONSTRUCTION INDUSTRIES DIVISION when the Qualifying Party is no longer associated with the contractor named above.


STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION  
**EE98J**

CERTIFICATE NUMBER  
**09176**

**CLIFF R. LEWIS**

**358 MEADE CT.  
BELEN, NM 87002**



EXPIRES  
**09/30/2015**

*Cliff R. Lewis*  
DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand


STATE OF NEW MEXICO  
REGULATION AND LICENSING DEPARTMENT

CLASSIFICATION  
**EE98J**

CERTIFICATE NUMBER  
**01734**

**RAYMOND DURBIN**

**1536 WATSON RD NE  
LOS LUNAS, NM 87031**



EXPIRES  
**02/29/2016**

*Raymond Durbin*  
DIRECTOR

This card is now and shall remain property of the Construction Industries Division and shall be surrendered at any time upon demand

NEW MEXICO OFFICE OF THE STATE ENGINEER  
Office of the State Engineer

**WELL DRILLER LICENSE**

Name: **VICTOR POWELL**

Expiration: **February 28, 2018**

Company: **ALPHA SOUTHWEST INC.**

License No: **WD-1730**

**ADDITIONAL INFORMATION ON BACK**

NEW MEXICO OFFICE OF THE STATE ENGINEER  
Office of the State Engineer

**WELL DRILLER LICENSE**

Name: **RICK YATES**

Expiration: **February 28, 2018**

Company: **ALPHA SOUTHWEST INC.**

License No: **WD-599**

**ADDITIONAL INFORMATION ON BACK**



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

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

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(The above fields are unlimited in size) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

-OR-

**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.**

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*27 FEB 17*  
\_\_\_\_\_  
Date

*Vice President*  
\_\_\_\_\_  
Title (Position)

## Section E

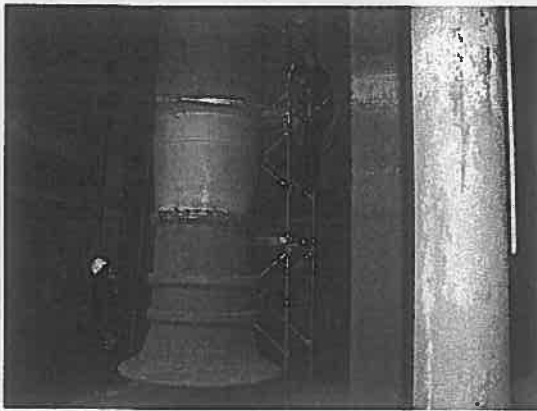
### EXPERIENCE IN PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES

The offeror shall demonstrate at least five (5) years' experience. Indicate name, address and phone number of past customers and reference individuals who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

ASW, Inc. has devoted its very existence to ***providing maintenance and repair services to the major municipal water providers across the entire state of New Mexico and in El Paso County for over 5 decades.***

#### Company Experience

ASW, Inc. has over 50-years of experience with various Municipal, State, and Federal customers in the State of New Mexico and Texas. This includes: managing and providing services for the Maintenance, Repair, and Replacement services of Water Utility System Equipment and Facilities on similar "On-Call" type maintenance and repair contracts.



EPWU 48 in. Storm Water Pump Repair

Following is a description of previous experiences working with municipalities and/or utility systems and listing for some of ASW's current customers ***utilizing time and materials type contracts.*** These include: Albuquerque Bernalillo County Water Utility Authority, City of Santa Fe, City of Gallup, City of Las Vegas, Kirtland Air Force Base Albuquerque, New Mexico, El Paso Water Utility – Public Service Board El Paso, Texas, Fort Bliss El Paso, Texas, City of Las Cruces, Intel Corporation Albuquerque, New Mexico and Chandler, Arizona, the County of Los Alamos and on Los Alamos National Laboratory property, and the New Mexico Department of Game and Fish.

***ASW is unique*** because of our ability to ***utilize internal resources*** to provide highly skilled and experienced personnel and infrastructure for repair, replacement, fabrication, modification rehabilitation, abandonment, and demolition services for water systems.

These services not only include mechanical, piping modification and fabrication, booster pump (horizontal and vertical) lineshaft turbine and submersible well pump repair, but, they also include electrical equipment, controls, and instrumentation installation, troubleshooting and repair services. ASW's in house staff of electricians have over 25 years' experience working with municipalities. ASW's electricians have the requisite tools, and ability to set-up troubleshoot SCADA controls systems, instrumentation, and variable frequency drive motors & control systems.

***ASW has engineered, implemented, repaired and installed hundreds of pumps over the years.*** These pumps fall into three categories, deep well, high horsepower pumps, high horsepower (low and medium voltage) booster pumps and submersible sewage and storm water pumps.

#### Well Pumps

ASW has engineered, implemented, installed repaired and started-up Lineshaft Turbine well pumps to 1150 foot setting depths weighing up to 100,000 lbs. ASW has engineered, implemented, installed, repaired or serviced and started-up submersible well pumps up to 2600 foot setting depths weighing up to 100,000 lbs. The horsepower range of these wells pumps with either Vertical Hollow Shaft Motors or Submersible motors range from 5 HP on up to 1000 HP electric and engine driven.

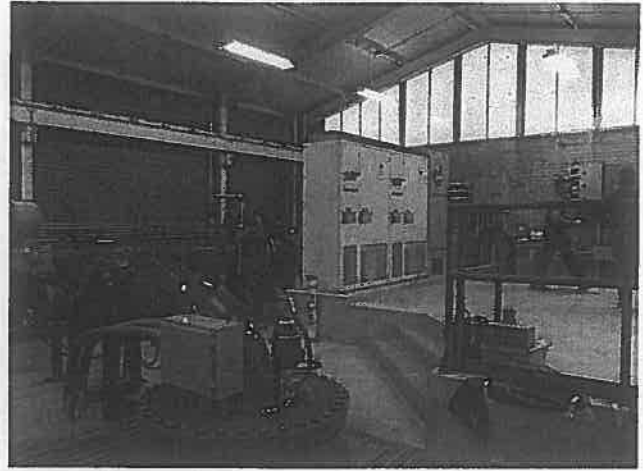
Most installations range from 200 HP up to 800 HP with flow rates ranging from 100 GPM up to 4000 GPM and head from 200' TDH through 1500' TDH.

### **Booster Pumps**

Within this category ASW has engineered, applied, installed, and started-up, short set/close coupled Vertical Turbine Booster pumps with the large diameter bowls up to 36" diameter through 800 HP. Horizontal end suction and split case booster pumps up to 10,700 GPM and head conditions as high as 700' of head.

### **Submersible Sewage and Storm Water Pumps**

Within this category ASW has designed or implemented, repaired, installed, and started-up pumping systems. ASW has provided pumping equipment with flow rates up to 60,000 GPM up to 400 HP.



ASW, Inc. has completed many turn-key well site installations where we managed the permitting, equipped the well with new pumping equipment, constructed the building, and provided, built, and installed all station piping and valves. On the electrical & controls side, with internal resources, ASW provided and installed the entire station electrical primary and secondary equipment, implemented the motor control center or variable frequency drive, as well as integrated the new well site into the customer's existing SCADA system.

Some of the customers we have done this type of work for include: New Mexico Utilities Corporation, the City of Los Lunas, the City of Truth or Consequences, Sangre de Cristo Water, Sandia Peak Water Utilities, PNM, and others.

ASW has completed complete booster pump station turn-key remodels and updates where we demolished all the pump station equipment electrical, mechanical and structural. **Utilizing approximately 90% of our "in house"** resources, we provided and installed all new equipment to include: civil work, pumps, motors, fabricated suction & discharge piping, ductile iron suction & discharge piping, pump control valves, isolation valves, magnetic flow meters, air relief & vacuum breaker valves, electrical equipment and instrumentation. In addition, ASW provided start-up and commissioning services for the rehabilitated booster stations.

Some of the clients that ASW has done this type of work for include: New Mexico Utilities Corporation, Albuquerque Bernalillo County Water Utility Authority, Sangre de Cristo Water, Sandia Peak Water Utility, The City of Rio Rancho, and El Paso Water Utilities.

Utilizing internal resources ASW can design, implement, install, troubleshoot, and start-up well pump sites and booster station equipment. In addition, ASW can provide electrical services to implement, install, troubleshoot and repair related electrical equipment.

Additionally, ASW's knowledge and experience with variable frequency drives (VFDs) and SCADA control systems will prove valuable with the City of Las Vegas complex pumping systems. Utilizing ASW's internal resources, ASW can save the City time because we can coordinate and schedule all work in house. For example, ASW does not have to coordinate or work around an electrical subcontractor. ASW can save the City valuable funding because we don't require the use of an outside electrical subcontractor. In addition, there's always the potential for issues between mechanical and electrical systems. We provide both services utilizing in house resources, and **we take full responsibility** for both. ASW has the "know-how" to not only trouble shoot the complete installation, but, ASW's "know-how" insures that City have a fully functional and reliable system.

## CONTRACTS SIMILAR IN SCOPE

### **1. Agency Name: Albuquerque Bernalillo County Water Utility Authority(ABCWUA)**

**Address:** One Civic Plaza NW, Albuquerque, NM 87102

**Contact Name:** Mr. Bob Sidhu – Phone number: 1-505-857-8230

**Email address:** [BSidhu@abcwua.org](mailto:BSidhu@abcwua.org)

**Project:** Time & Materials-Maintenance, Repair, and Replacement Services Contract (RFP2006-020-GJ).

**Total Cost:** \$1+million annually

**Timeline:** On-going. Additional four-year contract

#### **Narrative:**

ASW has had an on-going relationship with ABCWUA for many years with numerous bid & proposal, time & material contracts.

The scope of this on-going contract is to provide the Plant Division of the Water Authority repair, replacement, fabrication, modification, rehabilitation, abandonment and demolition services for mechanical and electrical equipment, piping, instrumentation and buildings. The Plant Division has over 92-well sites, 45 pump stations, 65 reservoirs, 6 arsenic removal treatment plants and one water treatment plant. ASW provides maintenance of water utility systems for ABCWUA. Services include drinking water utility services and water utility services necessary to meet needs of ABCWUA. Resulting job orders are used for the operation, maintenance, repair, future upgrades, future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the water utility system(s). Job orders are also used to manage the maintenance, repairs, replacement, etc., of the system(s) to ensure continuous, adequate, and dependable service for ABCWUA.

The services ASW provides are performed on a scheduled or on an emergency basis at Water Authority well, reservoir, booster pump station, arsenic removal, and water treatment plant sites and other facility sites as directed by the Water Authority.

### **2. Agency Name: El Paso Water Utilities – Public Service Board**

**Address:** P.O. Box 511, El Paso, Texas 79961-0511

**Contact Name:** Mr. John Balliew – Phone number: 1-915-594-5595

**Email address:** [jeballiew@EPWU.org](mailto:jeballiew@EPWU.org)

**Project:** Time & Materials-Well Operations and Maintenance Program (RFP 12-10)

**Total Cost:** \$3 Million annually on average.

**Timeline:** From 1996 to Current

#### **Narrative:**

The El Paso Water Utilities (EPWU) has approximately 170-well sites, six treatment plants, 65 reservoirs and booster stations sites, and 16 storm water pump stations. All facilities are located within El Paso County. ASW provides repair, replacement, fabrication, modification, rehabilitation, abandonment, and demolition services for mechanical and electrical equipment, piping, and instrumentation for the water utility.

ASW also provides maintenance of water utility systems for the EPWU. Services include drinking water utility services, waste water services, and/or Water Utility Services necessary to meet needs of EPWU.

Resulting work orders are used for the operation, maintenance, repair, future upgrades, future utility system replacements labor, materials, tools, and equipment necessary to own, maintain and operate the utility system(s).

Work orders are used to manage the maintenance, repairs, replacement, etc., of the system(s) to ensure continuous, adequate, and dependable service for the EPWU.

The services are provided on a scheduled or on an emergency basis at well, booster pump stations, reservoir, treatment plants, storm water pump stations and system facility sites as directed through EPWU Notice to Proceed (NTP) designating a work order number and scope of work for each job. ASW supplies materials, labor, tools, equipment, transportation, and other facilities necessary for completion of these services.

**3. Agency Name: City of Rio Rancho**

**Address:** 3200 Civic Center Circle NE, Rio Rancho, NM 87144

**Contact Name:** Mr. Mick Jakymiw – Phone number 1-505-896-8813

**Email address:** [mjakymiw@ci.rio-rancho.nm.us](mailto:mjakymiw@ci.rio-rancho.nm.us)

**Project:** Time & Materials-Maintenance, Repair, and Replacement Services Contract (RFP-13-PW-001).

**Total Cost:** \$500,000+ annually

**Timeline:** On-going, in third year of four-year contract.

**Narrative:**

ASW has had an on-going relationship with the City of Rio Rancho. We have provided services with time & material contracts for several years.

The scope of this on-going contract is to provide the City of Rio Rancho Water Utility System Division repair, replacement, fabrication, modification, rehabilitation, abandonment and demolition services for mechanical and electrical equipment, piping, instrumentation and buildings. The City of Rio Rancho Water Utility System Division has over 17-well sites, and multiple booster pump station sites.

The services ASW provides are performed on a scheduled or on an emergency basis at City well, reservoir, booster pump station, system facility sites and other facility sites as directed by the City of Rio Rancho.

Once a project has been identified by the city, our process with the City of Rio Rancho begins with engaging engineers early on to identify needs, project requirements, concerns, and priorities. Utilizing that information, we develop a preliminary scope of work, a cost estimate and a timeline.

Upon project approval, ASW provides to the City of Rio Rancho, material and equipment selection calculations, cost estimates, and work schedules. ASW also obtains all work permits. Additionally, we review the project with the ASW management team to assign staff, order materials, review the project schedule and conduct safety assessments of the work site.

Prior to the project start, we hold a project "kickoff meeting" with all parties to make introductions, identify roles, etc.

As we progress through the project, we communicate regularly by phone and e-mail to ensure that we are on track and to address any concerns and issues as they arise. The project status is discussed along with other ASW projects in the weekly staff meeting. Additionally, we provide written monthly progress reports with status to the City of Rio Rancho.

During the close-out phase, ASW delivers all associated paperwork to include but not limited to as built drawings, O&M Manuals, execute warranties and guarantees applicable to the goods and services provided. If training is included as part of the proposal offering, we schedule and provide that.

Just like with ABCWUA, to insure the long-term success of the various projects we offer a support plan for the sites. Also, ASW's management team makes themselves available to provide consulting services when needed. Additionally, ASW sponsors presentations and technical seminars, for our clients from the manufacturers we represent which helps insure that the customers are getting the best and latest information on the technology we are providing.

## REFERENCES

### 1. Albuquerque Bernalillo County Water Utility Authority

**Address:** One Civic Plaza NW, Albuquerque, NM 87102

**Contact Name:** Mr. Bob Sidhu – Phone number: 1-505-857-8230

**Email address:** [BSidhu@abcwua.org](mailto:BSidhu@abcwua.org)

**Project:** Time & Materials-Maintenance, Repair, Replacement Services Contract (RFP2006-020-GJ)

### 2. El Paso Water Utilities – Public Service Board

**Address:** P.O. Box 511, El Paso, Texas 79961-0511

**Contact Name:** Mr. John Balliew – Phone number: 1-915-594-5595

**Email address:** [jeballiew@EPWU.org](mailto:jeballiew@EPWU.org)

**Project:** Time & Materials-Well Operations and Maintenance Program (RFP 12-10)

### 3. City of Santa Fe, Sangre De Cristo Water Division

**Address:** 801 W. San Mateo Road, Santa Fe, NM 87505

**Contact Name:** Mr. Bill Huey – Phone number 1-505-955-4273

**Email address:** [bchuey@santafem.gov](mailto:bchuey@santafem.gov)

**Project:** Time & Materials-Maintenance, Repair, Replacement Services Contract (Bid No.'06/52/B)

### 4. City of Rio Rancho

**Address:** 3200 Civic Center Circle NE, Rio Rancho, NM 87144

**Contact Name:** Mr. Mick Jakymiw – Phone number 1-505-896-8813

**Email address:** [mjakymiw@ci.rio-rancho.nm.us](mailto:mjakymiw@ci.rio-rancho.nm.us)

**Project:** Time & Materials-Maintenance, Repair, Replacement Services Contract (RFP-13-PW-001)

### 5. County of Los Alamos

**Address:** 1000 Central Ave. Suite 240. Los Alamos, NM 87544

**Contact Name:** Mr. Wayne Witten – Phone number: 1-505-660-9627

**Email address:** [wayne.witten@lacnm.us](mailto:wayne.witten@lacnm.us)

**Project:** Pajarito Well #4 Well Equipment Repair

Equipment Repair, Otowi Well #1 Equipment Repair, and various booster pump repairs.

### 6. Cooperative Educational Services (CES)

**Address:** 4216 Balloon Park Rd NE

**Contact Name:** David Chavez-Phone number: 1- 505.344.5470 Ext 109

**Email address:** [David@ces.org](mailto:David@ces.org)

**Project:** Current CES Contract 2016-002D JOC MECHANICAL/HVAC/PLUMBING-Several pumping and disinfection projects with local municipalities including Belen, Los Lunas and Las Vegas

## Section F

**EXPERIENCE AS PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES: The Offeror shall demonstrate at least five (5) years of proven performance as a Pump, Motor, and Mechanical Repair Service.**

ASW has worked with the City of Las Vegas water and wastewater systems since the late sixties when it was operated by the Public Service Company of New Mexico (PNM). This first project was known as the Camp Luna Pump Station Repair. ASW is very familiar with the Gallinas and Las Vegas area and has completed numerous projects for the City. Those range from pump & motor repairs, calibration services, plus more for the WTP and WWTP. During the period from 2003-2016, ASW has provided over \$1.2 million in pump, motor, mechanical and electrical services at most all sites in the water and wastewater system. The table below is a summary of five years of proven performance.

City of Las Vegas Projects Description	Year	Projects Value
<b>WTP:</b> MIOX meter replacement , calibration, differential pressure switch. <b>VALENCIA LIFT STATION:</b> Troubleshooting & repair.	2016	\$ 27,603.34
<b>WTP &amp; WWTP:</b> troubleshooting & repairs.	2015	\$ 8,249.39
<b>WWTP:</b> 1) Troubleshoot mixers & change out level transducers, 2) Trouble shoot electric center & change out starter for sump pump, 3) Troubleshoot 8 mixers & change overload breaker 4) Troubleshoot controls on Flygt sump pump, 5) Repair KSB pump, 6) Replace disk filter sprayer motor, 7) Install new transducers on sump well, 8) Provide KSB AMAREX pump. <b>WTP:</b> 1) Repair MIOX injection PLC, 2) Repair sump wells and motors, 3) Troubleshoot power problems on PLC & repair, 4) Troubleshoot electric center, pump control valves in clear well building and repair, 5) Rebuild ccheck valves, 6) Rebuild header for water injection. <b>JAIL LIFT STATION:</b> Provide & install KSB pump.	2014	\$ 65,855.18
<b>WWTP:</b> 1) Disc filter motor replacement, 2) Remove & replace 5 HP pump on disc filter spray pump, 3) Flygt mixer repair, 4) VFD troubleshooting & repair, 5) Sump pump repairs, replacement & mainentance, 6) Breaker replacment, 7) Float repairs 8) Electric motor repair, 9) Headworks CPU replacement, 10) Provide & install KSB pump. <b>WTP:</b> 1) Troubleshoot controls @ pump station 2) Troubleshoot & service VFD, 3) Repair MIOX injectors, 4) Repair piping for pit in pond, 5) PLC troubleshooting & repair, 6) Provide & install KSB repair parts, 7) Troubleshoot alarms for cabin site tank. <b>DETENTION CENTER:</b> Replace pumps. <b>HIGHWAY DEPARTMENT:</b> Blowers & lift station controls repairs. <b>INDUSTRIAL PARK:</b> Replace reactive air valve. <b>RODRIGUEZ PARK:</b> Replace 2 15 HP Grundfos VFD's. <b>RAW WATER PLANT:</b> Troubleshoot & repair ground water pumps. <b>CAMP LUNA:</b> Install new cooling fans on control panel. <b>TAYLOR #4:</b> Troubleshoot well cycling & repair PLC.	2013	\$ 122,299.41
<b>WWTP:</b> 1) VFD troubleshooting, & repair, 2) Areiation basin pump troubleshooting, bearings, fuses, etc 3) Provide & install KSB pumps w/ motor, 4) Provide & install 25 KVA transformer in old blower building, 5) Replace motors for blowers, starters, 6) Replace VFD on disc filter, 6) Rebuild & install RAS pumps. <b>WTP:</b> 1) Troubleshoot drives, provide new drives, replace keypads, 2) Provide & install valve parts for filter plant pump control valves 3) Provide & install mag meter. <b>VALENCIA LIFT STATION:</b> 1) Troubleshoot & repair controls. 2) Change out sludge pumps. <b>AIRPORT:</b> Pull and repair sludge pumps. <b>STORRIE LAKE:</b> 1) Troubleshoot & repair BP valve & Y-strainer 2) Change out roll seals 3) Install new motor operators. <b>CAMP LUNA:</b> Remove and replace VFD's for booster pumps.	2012	\$ 229,888.22
<b>WWTP:</b> 1) Expansion joint repairs. <b>RAW WATER PUMP STATION:</b> 1) PLC troubleshooting & repair, 2) TESCO controls diagnosis & repair & replacement 3) Butterfly valve repair, 4) Fabrication & replacement of spool. <b>CAMP LUNA:</b> 1) Electronic controls troubleshooting, PLC change out; logic controller, boards and power supply. <b>TAYLOR WELL 4:</b> 1) Repair wiring.	2011	\$ 93,708.76
<b>WWTP:</b> 1) Repair and install Flygt pump, 2) Provide and repair transfer piping, 3) Repair septic pump, 4) Provide and install KSB pump, 5) Replace areator motor, 6) Replace actuator motor, 7) Provide machine shop work; fabrication, 8) Troubleshoot and repair UV system, 9) Troubleshoot and repair headwors control 10) Troubleshoot and repair RAS pump. <b>WTP:</b> 1) MIOX disinfection sytem repairs, 2) Troubleshoot and repair injection system controls, 3) Calibrate injection system valves, 4) Provide and replace flowmeters 5) Troubleshoot and replace chemical feedlines 6) Provide machine shop work; fabrication.	2010	\$ 129,245.84
<b>Five Year Project Total</b>		<b>\$ 676,850.14</b>



**Section G**

**DOCUMENTATION:** The Offeror shall provide documentation of education, certifications and, qualifications. Respond to this section as Section G in Offeror's proposal.



# Certificate of Service Technician Course Completion

**PEERLESS**  
CERTIFIED TECHNICIAN

**JOSHUA TAFOYA**

Has attended and successfully completed this Certified Service Technician Training Course in accordance with guidelines and standards set forth by Peerless Pump Company.

08/23/97  
DATE

*Andrew Warrington*  
Andrew Warrington  
Vice President of Sales  
Peerless Pump Company

*Mike Casio*  
Mike Casio  
Vice President of Business Dev. Dept.  
Peerless Pump Company

*Frank Brock*  
Frank Brock  
Vice President of Marketing & Business Planning  
Peerless Pump Company



**NATIONAL PUMP COMPANY**  
A COMMUNITY COMPANY

## CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT

*Joe Bonds*

OF  
*Alpha Seachest*

HAS SUCCESSFULLY COMPLETED A VERTICAL AND TURBINE PUMP TRAINING COURSE.

TOPICS INCLUDED: PUMP SYSTEM REQUIREMENTS FOR BOOSTER & DEEP WELL BASIC DESIGN, SELECTION AND SIZING, MATERIAL SELECTION, NSF 61 AND ISO 9001 STANDARDS, MOTOR TRAINING AND TROUBLESHOOTING.

DATE: MARCH 9, 2016

*Dennis Lund*  
Dennis Lund  
Regional Sales Manager



6 CREDIT HOURS

*Ken Kochanick*  
Ken Kochanick  
VP Sales and Marketing

# Sterling Fluid Systems (USA), Inc.

Certifies that

**Warren Ellis**

has satisfactorily completed the Commercial/Municipal course in General Hydraulics, Pump Application, Sales and Service.

Steve Thompson  
National Sales Manager

*Art Evans*  
Art Evans  
Course Instructor

October, 1997



# Certificate of Attendance

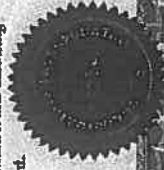
**KEGAN Sales / Technical Factory Training School**

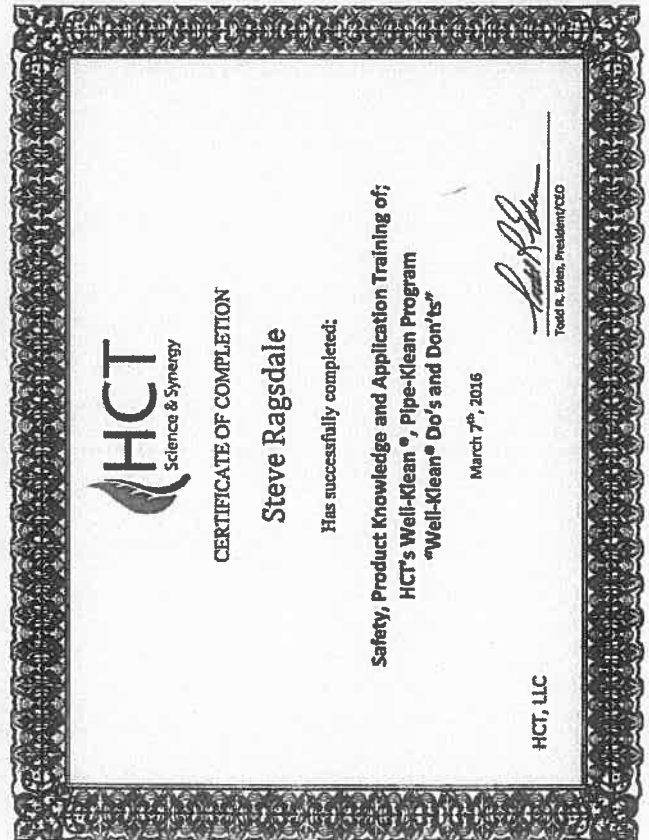
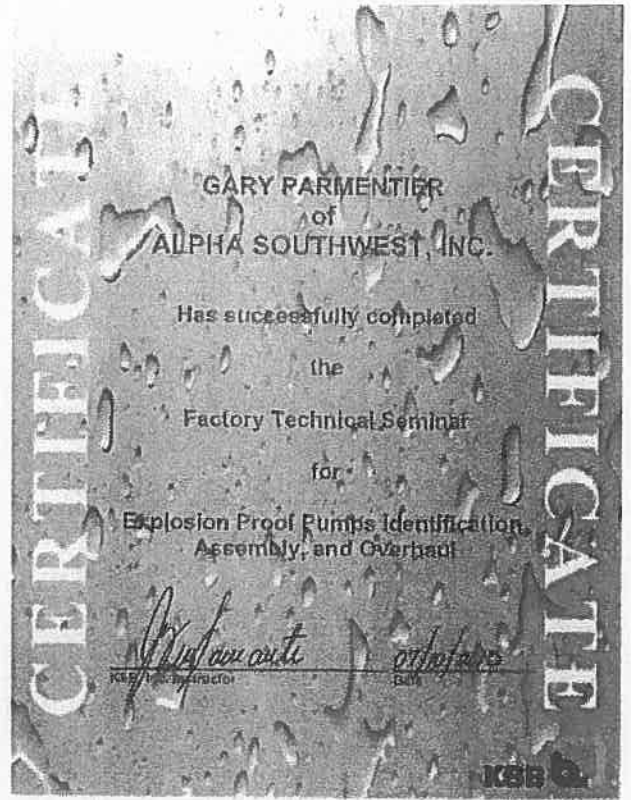
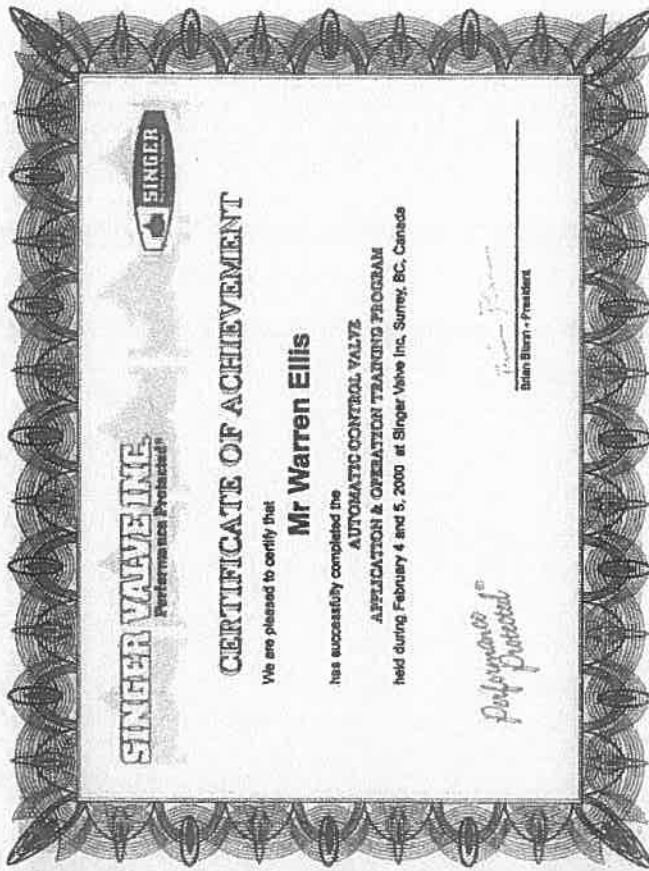
May 13 - 16, 1998

Chlorothane Incorporated hereby certifies that

*WARREN ELLIS*  
has attended the factory training school in the sales, applications and servicing of **KEGAN** Chlorination Equipment.

*Diana M. Hackett*  
Diana M. Hackett  
Chlorination Incorporated





**OSHA** Occupational Safety and Health Administration 26-701140296

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in General Industry Safety and Health

JOSHUA T. TAFOYA

Michael Cummings (CSHO) 4/2/12  
(Trainer name - print or type) (Course end date)

ISEI2030-6910789  
**UC San Diego | Extension** American Safety Council  
INTERNATIONAL SAFETY EDUCATION INSTITUTE (ISEI)

This card certifies that:  
**JOSHUA TAFOYA**

has completed a 30-Hour OSHA Hazard Recognition Training for General Industry.

Scott MacKey Director: Scott MacKey Taylor Sikes Trainer: Taylor Sikes 07/23/2012 Grad. Date:

**OSHA** Occupational Safety and Health Administration 26-701140291

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in General Industry Safety and Health

VICTOR L. POWELL

Michael Cummings (CSHO) 4/2/12  
(Trainer name - print or type) (Course end date)

**OSHA** Occupational Safety and Health Administration 26-701140295

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in General Industry Safety and Health

JOHN P. MENDOZA

Michael Cummings (CSHO) 4/2/12  
(Trainer name - print or type) (Course end date)

**OSHA** Occupational Safety and Health Administration 26-701140293

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in General Industry Safety and Health

STEVE R. RAGSDALE

Michael Cummings (CSHO) 4/2/12  
(Trainer name - print or type) (Course end date)

**OSHA** Occupational Safety and Health Administration 26-701140292

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in General Industry Safety and Health

MANUEL M. MENDOZA

Michael Cummings (CSHO) 4/2/12  
(Trainer name - print or type) (Course end date)

**Certificate of Completion**

This certifies that  
Joshua Tafoya  
Has successfully demonstrated competency and completed 8 hours of training in Permit Required Confined Spaces  
*Per the requirements of 29CFR 1910.146(a-1)*

Michael J. Cummings (CSHO) 4/1/12 Date

**Certificate of Completion**

This certifies that  
VICTOR L. POWELL  
Has successfully demonstrated competency and completed 8 hours of training in Permit Required Confined Spaces  
*Per the requirements of 29CFR 1910.146(a-1)*

Michael J. Cummings (CSHO) 4/1/12 Date

## Section I

**FINANCIAL:** The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section I in Offeror's proposal.

### **CENTURYBANK**

People • Relationships • Community

February 8, 2017

RE: City of Las Vegas RFP

To Whom It May Concern:

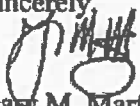
This is to confirm that Alpha Southwest is a valued customer of Century Bank. They maintain a line of credit with a line limit commitment of a "Low Seven" figure and have handled it appropriately since the lines inception. They are also significant depositors maintaining a "high six" figure balance. All banking activity has been handled in a very satisfactory manner.

I personally have known Rick and David Yates for 28 years having been their bank account officer for the majority of that period. They are considered a top tier customers of Century Bank and have been a highly respected New Mexico business enjoying a solid reputation in the community for over 60 years.

It has been a pleasure to serve Alpha Southwest throughout the years and we look forward to continuing our banking relationship for many years to come.

Please contact me directly at 505-798-5920 if you have any questions.

Sincerely,

  
Gary M. Martinez  
Senior Vice President

## Section K

Describe any exceptions and/or clarifications to this Request for Proposals. Also, include any additional information you believe to be pertinent to the proposal but not requested elsewhere. Respond to this section as Section K in Offeror's proposal.

### Performance

ASW routinely measures our performance. Below is the results of an independent survey from Open Ratings of current customers conducted in June of 2016.

# Open Ratings

**Past Performance Evaluation**



### 2. SUPPLIER PERFORMANCE RATINGS

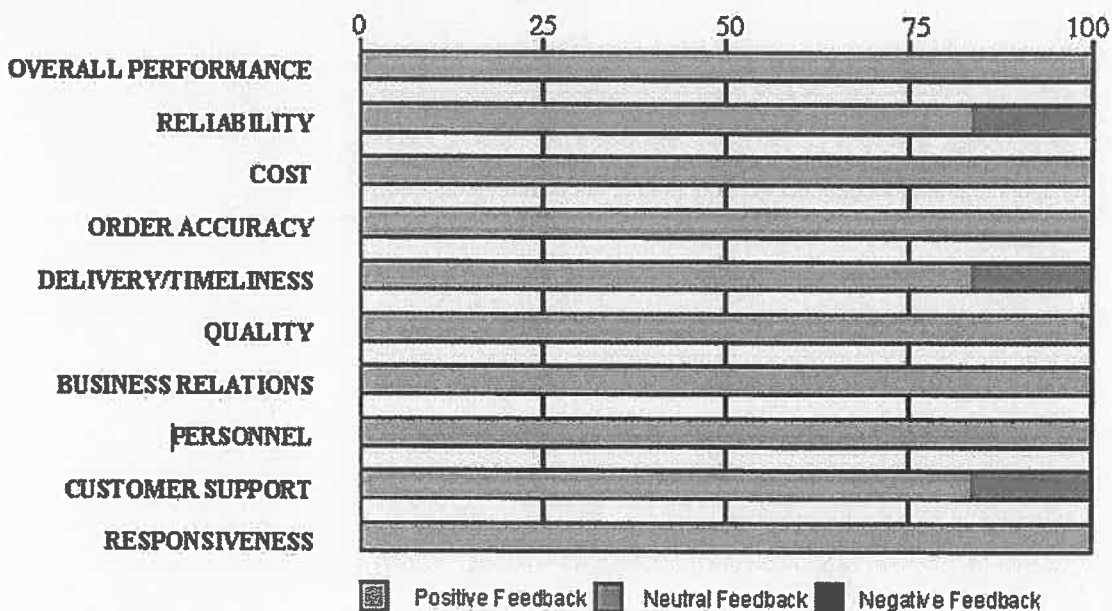
The supplier's overall performance rating is an assessment of predicted performance. Ratings are on a scale from 0 to 100, where 100 represents the highest level of customer satisfaction. The SIC-level benchmark indicates how the supplier's overall performance rating ranks in comparison against peers.

<b>Overall Performance Rating</b>	92	●●●●●●	Bottom		Top
Overall, how satisfied do you feel about the performance of this company during this transaction?			SIC:	5084/Industrial machinery and equipment	

### 3. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). All Customer feedback is provided confidentially; individual reference responses are not disclosed.

The percentages of responses falling into each category are shown below.



Detailed Performance Ratings		0	25	50	75	100
<b>RELIABILITY:</b>						
How reliably do you think this company follows through on its commitments?	93					
<b>COST:</b>						
How closely did your final total costs correspond to your expectations at the beginning of the transaction?	94					
<b>ORDER ACCURACY:</b>						
How well do you think the product/service delivered matched your order specifications and quantity?	94					
<b>DELIVERY/TIMELINESS:</b>						
How satisfied do you feel about the timeliness of the product/service delivery?	91					
<b>QUALITY:</b>						
How satisfied do you feel about the quality of the product/service provided by this company?	94					
<b>BUSINESS RELATIONS:</b>						
How easy do you think this company is to do business with?	95					
<b>PERSONNEL:</b>						
How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?	93					
<b>CUSTOMER SUPPORT:</b>						
How satisfied do you feel about the customer support you received from this company?	94					
<b>RESPONSIVENESS:</b>						
How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?	94					

## ASW's Dedication to Quality

ASW integrates quality assurance planning and quality control reviews into a single, pervasive professional culture of Quality Management. Documented in detail in the ASW Quality Management Plan, for projects, it establishes the activities, processes, and procedures for ensuring a quality product and installation upon the conclusion of the project.

ASW quality assurance focuses on the processes used in the manufacturing and installation of products and custom assemblies. To ensure quality, an iterative quality process will be used throughout a project's life cycle. This iterative process includes measuring process metrics, analyzing process data, and continuously improving the processes.

The ASW Management Team, ASW Project Managers, and the ASW Field Superintendents will perform assessments at planned intervals throughout a project to ensure all processes are being correctly implemented and executed.

Key performance metrics for products and custom assemblies include: 1) Verification of accuracy of most current version of engineering documentation & drawings, and manufacturer's specifications. 2) Physical inspection and comparison of the "as built" product or assembly vs. manufacturing instruction in current stage of production. 3) Inspection status and adherence to inspection criteria & schedule. 4) Material delivery, utilization and product waste. 5) Actual manufacturing time vs "allowed" or planned time to manufacture.

For the ASW Field Superintendents the assessments will be focused on: 1) Actual installation time vs. planned scheduled install time. 2) Labor and trade utilization for installation tasks. 3) Adherence to Safety Policies. 4) Unforeseen or unplanned for installation problems.

The ASW Quality Manager will provide day-to-day quality management and conduct process audits on as needed, monitor process performance metrics, and assure all processes comply with project and organizational standards. If

discrepancies are found, the ASW Quality Manager will meet with the ASW Project Manager and review the identified discrepancies.

The ASW Project Manager will schedule regularly occurring project, management, and document reviews. In these reviews, an agenda item will include a review of project processes, any discrepancies and/or audit findings from the quality manager, and a discussion on process improvement initiatives.

### **Methodology, Tools, and/or Processes**

ASW begins with: 1) Surveying, assessing and developing a scope for work (with the customer) to be performed for project or job order. (This includes labor and materials.) 2) Establishing pricing based on "best practices," pricing models for existing contracts and Gordian Job Order Contracting Software 3) Reviewing with ASW project manager and team members. 4) Reviewing with customer. 5) Obtaining authorization to proceed. 6) Developing a project plan in Microsoft Projects.

### **Managing Multiple Projects**

ASW routinely supports multiple projects for multiple agencies/organizations simultaneously. ASW brings together project managers to discuss, prioritize, and plan resources for projects prior to starting them. ASW project managers also utilize Microsoft Projects, project management software to develop project plans. The result is that project managers have a good understanding of each other's priorities, roles, issues and how resources will be allocated for ASW projects. Project managers then present project plan to clients and review progress regularly with them.

### **Potential Problem Areas and Solutions**

ASW Project Managers keep abreast of potential problems by having standing weekly [or more frequent] status meetings with team members, to verify if milestones & objectives were achieved per the project plan timeline; to identify what issues, obstacles, and any additional resources needed, if any, to complete the objectives & milestones, and to identify any new problems team members may be facing and solve them; and, if required, re-plan certain tasks.

Additionally, ASW Project Managers also utilize Microsoft Projects, project management software to identify potential problems. This helps the project managers, and ASW management get in front of a problem.

ASW Project Managers will report to clients' potential problems as soon as they are identified and propose solutions to solve the problems and provide updated project plan timelines.

### **Emergency and Urgent Requirements**

ASW will give emergency and urgent requirements the highest priority. ASW procedures to ensure quality performance begins by having ASW team members cross-trained on products and services to respond to various categories of product offerings and services. ASW provides factory & employee training to broaden employee skills regularly. This approach ensures that we will always have highly qualified team members with the skills and training required to provide high quality customer service to satisfy urgent requirements. ASW Project Managers will work closely with clients to report progress on the urgent requirements.

### **Communication & Integrity**

ASW understands that a key element to a successful business relationship is communication. ASW has put in place a modern website ([www.alphasw.com](http://www.alphasw.com)) where City employees can peruse at their leisure to gain a better understanding of our capabilities and to make inquiries. In addition to the website, ASW has implemented Microsoft Office 365 Professional across all our computing platforms to allow us to more easily communicate with e-mail, and video conferencing with customers, suppliers and each office site. Photographs, large video files, file sharing, and designs can easily be routed to the company experts to get their insight on projects and proposed solutions.



Two key capabilities that ASW is providing to insure the integrity of our business transactions and confidential business communications with this City are internal accounting controls and records maintenance. These capabilities allow us to interface and support the City on on-going projects.

ASW utilizes Great Plains accounting software which is designed to cross check entries and provide comprehensive reports. ASW also computerizes order and transaction information, customer service, banking information, cash management, payroll and other financial functions so controls can be applied to the data creation and it can be loaded into the Great Plains system already checked.

ASW will also maintain appropriate records to ensure that proper documentation exists for each business transaction. ASW's records management involves storing, safeguarding and eventually destroying tangible or electronic records. Additionally, ASW has in place appropriate back-up which deters an employee or management from creating phantom transactions in the underlying accounting records.

### Safety Program

Our corporate safety program is based on the Albuquerque Bernalillo County Water Utility Authority's (ABCWUA) program. It is implemented by ASW Safety Managers and is OSHA compliant. ***(A copy of the program can be made available to the City upon request.)*** It is a requirement of our on-going contract with ABCWUA that we adhere to the safety program. Not only do we have to practice safety, but, we need to conduct regular safety training for all employees.

### Summary

All ASW employees are expected to follow safe work practices every day without exception at all ASW facilities and customer jobsites. As contractors to municipalities, cities and local governments per OSHA, we are required to follow all safe work practices that they have outlined that ensure a safe work environment.

The table below summarizes the key components of our safety program.

Alpha Southwest Safety Handling Summary	
Common Sense General Safety Rules	Lockout-Tag out
Accident Reporting Procedures	Confined Space
Personal Protective Equipment	Horizontal and Vertical Openings
Weight Lifting Limits and Standards	Cranes & Hoists
Back Injury Prevention	Handling Contaminated Policy & Procedures
Emergency Protective Equipment	Safety Division Field Audits & Corrective Mentoring
Fire Protection and Hot Works Permit Program	Occupational Industrial Hygiene
Hazardous Communications (MSDS)	Environmental
Excavation/Trenches	Power Tools & Specialty Equipment
Ladders, Scaffolds, MEWPS	Vehicle Safety & Related Equipment
Electrical Safety	Compressed Gas Cylinders
Asbestos Handling Procedures	

Section L

COSTS

Date: February 27, 2017

**Open Ended Unit Price Contract:** The table below is a breakdown of costs/pricing proposed to the City of Las Vegas by *unit cost for and percentage* for pump and electrical labor, machine shop work, lodging, miles traveled, travel time and miscellaneous travel expenses. Alpha Southwest will furnish all materials, tools, appliances and equipment and will perform all labor & work necessary for tasks and services as established by the City of Las Vegas work order.

\* ASW is providing a four year estimated projection of services. This is provided for the purposes of comparing Alpha Southwest's proposed cost of services and are not guarantees by the City of Las Vegas of the quantity of work. Actual quantities will be established by the City of Las Vegas work order.

ITEM	ESTIMATED QTY*	ITEM DESCRIPTION	UNIT COST / %	EXTENDED PRICE
1	600 Hours	Labor for removal, reinstallation, repair and and replacement of facilities equipment (\$/Hr)	\$ 55.00	\$ 33,000.00
2	\$5,000	Percent over invoice for subcontract work	20%	\$ 6,000.00
3	80 Hours	Fabrication and machine shop work (\$/Hr)	\$ 65.00	\$ 5,200.00
4	\$1,500	Percent over invoice for rental equipment	20%	\$ 1,800.00
5	100 Hours	Labor for specialized troubleshooting and repair of electrical controls (\$/Hr)	\$ 75.00	\$ 7,500.00
6	\$40,000	Percent over invoice for repair parts	25%	\$ 50,000.00
7	150 Hours	Job Site security (\$/Hr)	\$ 25.00	\$ 3,750.00
8	100 Hours	Shop drawings and pump calculation ( \$/Hr)	\$ 55.00	\$ 5,500.00
9	15000 Miles	Mileage charges (\$/mile)	\$ 1.78	\$ 26,700.00
10	15 Days	Lodging and meals (\$/day)	\$ 120.00	\$ 1,800.00
<b>TOTAL EXTENDED PRICE.....</b>				<b>\$ 141,250.00</b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Marcus Cordova

DATE: 3/1/17

**RATING SHEET FOR:  
Pump, Motor, and Mechanical Repair Consulting  
Services**

Offeror: \_\_\_\_\_

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>28</u>
2. Capacity and Capability	<u>15</u>	<u>15</u>
3. Past Record of Performance	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>25</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>9</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>92</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: MARIA G. WARD

DATE: 3/1/17

**RATING SHEET FOR:  
Pump, Motor, and Mechanical Repair Consulting  
Services**

Offeror: ALPHA S.W.

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES</b>		
1. Personal/Personnel Experience		
2. Capacity and Capability	<u>30</u>	<u>30</u>
3. Past Record of Performance	<u>15</u>	<u>12</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>15</u>	<u>13</u>
5. Proximity to Las Vegas New Mexico	<u>30</u>	<u>25</u>
	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>88</u></b>

## EVALUATION SHEET

OFFERORS:  
 Proposal must address each of the following criteria.

EVALUATOR: Benito Lujan

DATE: 3-1-17

**RATING SHEET FOR:  
 Pump, Motor, and Mechanical Repair Consulting  
 Services**

Offeror: \_\_\_\_\_

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>30</u>
2. Capacity and Capability	<u>15</u>	<u>15</u>
3. Past Record of Performance	<u>15</u>	<u>15</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>30</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>9</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>99</u></b>

## EVALUATION SHEET

OFFERORS:

Proposal must address each of the following criteria.

EVALUATOR: Shawni J. Muniz

DATE: 3-1-17

**RATING SHEET FOR:  
Pump, Motor, and Mechanical Repair Consulting  
Services**

Offeror: Alpha Southwest Inc.

ITEM	POSSIBLE POINTS	POINTS AWARDED
<b>RFP – PUMP, MOTOR, AND MECHANICAL REPAIR SERVICES</b>		
1. Personal/Personnel Experience	<u>30</u>	<u>28</u>
2. Capacity and Capability	<u>15</u>	<u>15</u>
3. Past Record of Performance	<u>15</u>	<u>13</u>
4. Familiarity with the City of Las Vegas and land use regulations	<u>30</u>	<u>30</u>
5. Proximity to Las Vegas New Mexico	<u>10</u>	<u>8</u>
<b>TOTAL</b>	<b><u>100</u></b>	<b><u>94</u></b>