CITY OF LAS VEGAS

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

Mayor Tonita Gurulé-Girón

CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
June 20, 2018–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue

(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 (May 4th, May 9th, May 15th, May 16th and May 24th, 2018)**

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 #18-24, a request to transfer a 2005 Ford Van, VIN #IFBSS31LD5HB30709, with mileage of 105,815 miles to Collins Lake Autism Center, a 501c3 Non-Profit Corporation.

   Wanda Salazar, Senior Center Manager The Senior Center received 2 new busses in the past 6 months which has caused the 2005 Ford Van to receive no use and has been identified to be auctioned. While awaiting its fate, the van has received vandalism on two different occasions.

2. Approval of Resolution #18-25, to ensure the availability of matching funds for the participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) for Keen Street from Grant Street to West National Avenue as well as West National Avenue from Keen Street to South Pacific Avenue.

   Danny Gurule, Interim Public Works Director As part of the Cooperative Agreement Submittal criteria for the New Mexico Department of Transportation, it is required that a resolution of support from our local Governing Body ensuring matching funding availability accompanies cooperative agreement.

3. Approval of Resolution 18-26, the City of Las Vegas is interested in applying for the Local Government Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 for our FY 2018/2019 Project No. SP-4-19(957) control No. L400397.

   Danny Gurule, Interim Public Works Director As part of the Cooperative Agreement submittal Criteria for the New Mexico Department of Transportation, it is required that a Resolution of support from our Local Governing Body, in complying with this criteria.

4. Approval of Resolution #18-27, authorizing the application submission of a New Mexico Community Development Block Grant Program to the Department of Finance and Administration and authorizing the Mayor of the City of Las Vegas as the authorized Chief Executive Officer and Authorized representative to participate in the Community Development Block Grant (CDBG) program.

   Robert Archuleta, Grant Writer/Administrator The City of Las Vegas is applying for the 2018 CDBG grant and has met all criteria year to date to include, threshold compliance, attending the application workshop, Low to Moderate Income (LMI) methodology approval and LMI calculation including four publicly posted public hearings to qualify for submission of the grant application. The 2018 CDBG grant application will be for street and draining improvements for Hot Springs Blvd. to Mora Street to

Bernalillo Street to provide adequate services to the residents of Las Vegas, NM.

5. Approval to award request for RFB #2018-18 for the North Grand Waterline project to Hays Plumbing & Heating, Inc.

   Maria Gilvarry, Utilities Director This project includes construction of three segments of water lines and elimination of dead end lines on North Grand Avenue in the vicinity of City Hall.

6. Approval to award request for RFB #2018-19 for the Cabin Site tank rehabilitation project to D&R Tank Company.

   Maria Gilvarry, Utilities Director This is a 3 phase project of which phases I and II have been completed. Phase III is the major rehabilitation of the tank.

XIII. BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance No. 18-03 amending Ordinance No. 18-01 entering into a loan agreement with the New Mexico Finance Authority.

   Maria Gilvarry, Utilities Director Ordinance 18-01 was passed, approved and adopted at the City Council Meeting on March 21, 2018 approving a loan with the NMFA for the purposes of obtaining for financing the acquisition of water storage rights. A principal amount of up to $4,200,000.00 together with interest will be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be approved through ordinance. The original ordinance must be amended to allow delegation of authority to make certain determinations concerning the terms of the loan agreement and authorizing the taking of other actions in connection with the execution and delivery of the loan agreement and the intercept agreement.

2. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance 18-05 amendment to the Official Zoning map for property.

   Virginia Marrujo, Interim Community Development Director The Long Living Trust, Michael & Judith Long, Trustees & owners of Lots 17, 18, 19 & 20 , Block 12, of the Lopez, Sulzbacher & Rosenwald Addition to the El Dorado Town Company, and known as 1117 – 12th Street, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on May 29, 2018. Mr. & Mrs. Long are

requesting that said property be re-zoned from the present R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone). The applicant's intent is to place a mobile home on Lots 19 & 20 for a family member and sell Lots 17 & 18 in the future.

3. Approval/Disapproval to purchase a new phone system.

   Kenny Roybal, IT Manager The City's current phone system has been failing and is in need of replacement. The cost to repair the current system is as much or greater than purchasing a new system. The IT Department with the help of Harris Technologies reviewed and quoted our three phone systems. The system that IT is recommending and best fits the need of the City is the Allworks system.

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 SPECIAL ORGANIZATIONAL MEETING HELD ON FRIDAY, MAY 4, 2018 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR:	Tonita Gurulé-Girón
COUNCILORS:	Barbara A. Casey - **Absent** Vincent Howell - **Absent** David A. Ulibarri, Jr. David G. Romero - **Absent**
ALSO PRESENT:	Ann Marie Gallegos, Interim City Manager Casandra Fresquez, City Clerk David Silva, Acting City Attorney Chris Lopez, Sergeant at Arms

The meeting was not called to order due to no quorum.

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING HELD ON WEDNESDAY, MAY 9, 2018 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Christopher Lopez, Interim Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked for a moment of silence for our community and those we have lost in our community and also for this governing body, the rest of our City and their employees and that they stay safe and continue to move this City forward.

APPROVAL OF AGENDA

Interim City Manager Ann Marie Gallegos advised making a recommendation of an amendment to agenda Item #3, Adoption of the City of Las Vegas New Mexico Metropolitan Redevelopment Plan, (Downtown Action Plan) authorizing the resolution to include the Resolution #18-22 Grant Agreement and Certificate of Grantee. Interim City Manager Gallegos advised they would be adding the resolution number to the agenda #18-22.

Councilor Casey made a motion to add Resolution #18-22 to Item #3. 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 G. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes

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

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

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

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

PUBLIC INPUT

Cindy Collins advised she was there on behalf of the Mainstreet de Las Vegas Board of Directors. She read the names of the board which were Stella Burciaga, Sara Jo Mathews, Jennifer Carbajal, Corine Leger, Michael Siewert, President Sam Minner, Jonathan Madrid, Reina Fernandez, Dr. Bill Taylor, Patrick Alarid, Grant Writer and fundraiser Wid Slick and Robert Archuleta, ex-officio City member. Ms. Collins advised the governing body to listen carefully to the presentation of the MRA Downtown Action Plan, a "roadmap" for future projects and stated they had completed many projects in the past eight years. Ms. Collins asked for consideration regarding the document to be approved and placed on the Consent Agenda.

Margaret Villanueva, Secretary for the San Miguel County Federation of Democratic Women advised she was there as a voter and stated that they had not heard of any community wide meeting to address the issues raised or problems regarding the audit since it was released. Ms. Villanueva advised instead of going through the State Attorney General or the State Auditor, it would be more effective to have a local discussion as a community with input and questions, in order to understand exactly what was going on and what would be changed in the future regarding the problems in the audit. Ms. Villanueva felt that the meeting last Friday was called at the last moment, not giving the public the opportunity to give their input. Ms. Villanueva asked Council if they could possibly give advance notice of important issues coming up, either at a regular council meeting or a community meeting so that the public may be aware of what is happening in the City.

Mayor Gurulé-Girón advised Ms. Villanueva about having Town Hall meetings and the notice did meet the 72 hour requirement with regards to the publication as well as a 24 hour notice with regards to the agenda.

Councilor Romero asked Mayor Gurulé-Girón if he could make a comment.

Mayor Gurulé-Girón advised Councilor Romero if it was concerning, yes.

Councilor Romero stated that everyone probably read the newspaper about some Council members not being present at Fridays Special Meeting and explained why he could not attend. He advised that he did let Mayor Gurulé-Girón know about 10-15 minutes of getting the notice of the meeting.

Councilor Romero advised he had the honor of confirming his niece now goddaughter and stated that the confirmation process was a two year commitment. He explained he could not call his goddaughter and cancel, meaning she would not be confirmed and informed again, that Mayor Gurulé-Girón was aware of his plans although still continued with scheduling the meeting for Friday. Councilor Romero advised that he was not aware of the reasons why the other Councilors were not present.

Councilor Romero advised there was twenty days before when the meeting could have been scheduled, he stated that Mayor Gurulé-Girón was going to be gone Monday and Tuesday and could not schedule the meeting on those days. He apologized to any constituents that had concerns and he hoped they understood

that when you confirm somebody it is a two year process and he wasn't going to let his goddaughter down.

Mayor Gurulé-Girón stated that the 72 hour notice was met as well as the 24 hour notice for the agenda, and everyone was notified, she stated that according to state statute the only way you were able to miss meetings, is if there was an emergency or impossibility. Mayor Gurulé-Girón explained she had been there for 8 years and had missed one meeting because there was a grave emergency in her family.

Discussion Items

1. Purchase of a Caterpillar 420F2 IT4E backhoe.

Utilities Director Maria Gilvarry introduced Jude Herrera and David Marquez from the Gas division and advised that they were requesting approval for the Gas Division to acquire a backhoe. She stated that the Gas Division had 2 backhoes and the oldest backhoe was 28 years old and was still operational although they spent a lot time on the maintenance of it. Utilities Director Gilvarry advised that they do look at replacing their equipment on a regular basis and that was one piece of equipment they did budget for and needed to replace. She stated it was still operational and would make it available to the Wastewater Division who was short on funds and could be beneficial to them to acquire an older backhoe.

Utilities Director Gilvarry explained the backhoe was a CAT product and the purchase price was $116,894.00, came with warranties for powertrain which was 5 years and parts and labor for 2 years. She praised the Gas division for their job in maintaining the backhoe, lasting for many years.

Councilor Romero asked what the average annual usage for a backhoe was.

Jude Herrera advised that in the gas division, was roughly 800 hours.

Councilor Howell asked if it was in the budget for the Gas Division to purchase the equipment.

Utilities Director Gilvarry advised that it was included in the budget and did have money in the equipment budget to purchase a new backhoe.

Councilor Howell asked how many backhoes the City owned.

Utilities Director Gilvarry advised she could not answer that although each division using their own Enterprise fund, purchase their own backhoes. She stated that the Gas Division currently had two backhoes, having two crews, each crew owning their own and added that they were used repeatedly by each crew. Utilities Director Gilvarry advised that the Water Division had two backhoes and the Wastewater Division had one but it was not operational.

Councilor Howell asked if there was another alternative to buy another one.

Utilities Director Gilvarry advised that 28 years was a long time and the life of the equipment was normally about 10-15 years and that was something they do want to be replacing so it would not fail on them. She felt that it was not ideal to have to borrow backhoes from other divisions, due to limiting their work.

Interim City Manager Gallegos advised that most of the divisions and departments allow and utilize different equipment from different departments. She stated that the Police Department vehicles were being rotated as well and that they were making sure that staff had working equipment needed.

Councilor Howell asked if it was going to be in this years budget or the following year.

Utilities Director Gilvarry advised that the piece of equipment was ready for them to purchase upon approval from the Council and would be able to submit the request for a purchase order.

Gas Department Superintendent David Marquez advised that the equipment could be ready by the end of May or mid June.

Gas Department Superintendent Jude Herrera advised that they needed to add a few attachments on the equipment.

Interim City Manager Gallegos advised it was being purchased under a State Purchasing Contract.

Councilor Howell asked if that was where the funding was coming from.

Interim City Manager Gallegos advised no, it was an SPD contract so they wouldn't have to go out for any further bids or proposals.

Councilor Romero asked if there was a plan to regularly schedule replacement of equipment.

Interim City Manager Gallegos advised they were trying to get all the departments to work on rotating of all the equipment and there were vehicles that still needed to be replaced.

Utilities Director Gilvarry discussed how her department was tasked with placing all the equipment and vehicles on a rotation schedule and not have to replace multiple equipment in the same year.

Councilor Romero asked what line item it would be paid out of.

Interim City Manager Gallegos advised it would be the 627 fund which was funded from the Gas department and line item 8004 heavy equipment, out of construction.

The governing body agreed to place the item as a consent agenda item.

2. Publication of Ordinance No. 18-03 amending Ordinance No. 18-01 entering into a loan agreement with the New Mexico Finance Authority.

Utilities Director Maria Gilvarry advised Evan Kist was the representative from RBC and was there to request publication of ordinance #18-03 which was an ordinance amending 18-01 to proceed with the loan agreement with NMFA for the storage in Storrie. Utilities Director Gilvarry advised that the Bond Council recommended that they do the amendment to add in a section that would allow for delegation authority as well as add information they did not have before. Utilities Director Gilvarry advised it was the same ordinance with additional items.

Councilor Casey asked if the money they were going to pay the NMFA loan was from the Municipal Capital Outlay Gross Receipts Tax.

Interim City Manager Gallegos and Utilities Director Gilvarry both advised, yes.

Councilor Casey advised the definitions on the document were not clear and discussion took place about minor changes to the document.

Utilities Director Gilvarry advised that the changes would be corrected.

Councilor Casey advised she wanted to see what language had been added because the document did not show the added information.

Discussion took place regarding where the markup came from and what was stricken and added.

Councilor Romero asked for clarification on 4.2 on the GRT and if that was the tax that was passed in 2012/2013.

Interim City Manager Gallegos advised that the tax was passed in early 2000 and was for water improvement bonds and they were paid for. She added that the water GRT had been accumulated for water capital projects only.

Councilor Romero asked if it was the same or separate from when the rates were increased.

Interim City Manager Gallegos advised that it was part of the whole GRT.

Councilor Casey asked how much money was in the fund.

Interim City Manager Gallegos advised that it was incorporated into the 646 Capital Improvement fund and approximately $600,000.00 gets collected annually.

Discussion took place regarding payment amounts and estimations on how long the City would have to pay that amount of money.

The governing body agreed to place the item as a consent agenda item.

3. Adoption of the City of Las Vegas, NM, Metropolitan Redevelopment Plan, (Downtown Action Plan), Authorizing Resolution #18-22, Grant Agreement and Certificate of Grantee.

Grant Writer/Administrator Robert Archuleta introduced Liza Miller from Architectural Research Consultants who had been the consulting firm for the adoption of the plan.

Discussion took place regarding the documents that needed approval from the governing body for the adoption of the final draft master plan, authorization of resolution for grant agreement certificate of grantee required by NMFA and for the City of Las Vegas Metropolitan Redevelopment Plan known as the Downtown Action Plan.

Grant Writer/Administrator Archuleta advised that the City of Las Vegas collaborated with Architectural Research Consultants, Mainstreet de Las Vegas, NMFA, the New Mexico Historic Preservation and the Department of Transportation.

Grant Writer/Administrator Archuleta advised the first document was the final copy of the plan, the second was the grant agreement between NMFA and the City of Las Vegas that outlined the terms to enter into agreement to reimburse the City $50,000 for the grant awards, the third was the Certificate of Grantee which outlined the terms for the governing body to execute the documents for adoption, and the fourth document was the record of proceedings and resolution 18-22 that outlined the grant being funded through NMFA to the City of Las Vegas. He advised that the City issued an RFP for the project and they received two responses, one from Site Southwest and one from Ark and selected through a committee process, Architectural Research Consultants.

Discussion and questions took place regarding how far the Downtown Action Plan extended.

Councilor Howell advised that to his understanding, the Department of Transportation was involved.

Grant Writer/Administrator Archuleta advised that only to an extent of the road covering near the downtown area.

Discussion and questions took place regarding placing street lights on the first and last exits of Las Vegas.

A discussion and questions took place regarding the grate locks project and if it was included in the plan.

Councilor Howell asked if Mainstreet had given their blessing on the plan.

Grant Writer/Administrator Archuleta advised they had, as well as the New Mexico Historic Preservation, the Department of Transportation and the New Mexico Finance Authority and they were all required to vet the document.

Councilor Casey thanked Robert Archuleta and the Architectural Research Consultants for the excellent job they did and believed it is a wonderful plan. She advised that she was impressed with the comprehensiveness of the plan and thought it would do wonders for the City of Las Vegas.

Councilor Romero asked what Robert Archuleta's title was.

Robert Archuleta advised he was the Grant Writer/Administrator.

Councilor Romero thanked Mr. Archuleta for the detailed plan.

A discussion took place regarding if the rail yard and roundhouse was the second phase.

Mayor Gurulé-Girón asked what the shelf life was for the Master Plan.

Grant Writer/Administrator Archuleta advised approximately six to seven years.

A discussion and questions took place regarding the status of the Grand Avenue improvements with NMDOT.

The governing body agreed to place the item as a consent agenda item.

EXECUTIVE SESSION

Interim City Manager Gallegos advised there was a need to go into Executive Session under item B, Matters subject to the attorney client privilege pertaining to threatened or pending litigation.

Councilor Casey asked to add item A also.

Mayor Gurulé-Girón advised they could add one personnel matter consistent with state statute and if there was more than one they could not discuss it.

Councilor Romero asked for clarification.

Mayor Gurulé-Girón stated *"when going into executive session you have one personnel matter that could be discussed in executive session under the section in the open meetings act also under the matters subject to the attorney client privilege you can only discuss those matters that are pertinent, in addition to the matters pertaining to discussion of sale and acquisition of real property, those are the only three items that could be discussed in executive session. When saying one personnel matter, that personnel matter must only be one personnel matter".*

Councilor Howell advised it stated personnel matters.

Mayor Gurulé-Girón advised only one matter could be discussed and the matters could mean personnel matters regarding one situation.

Councilor Romero advised that there was personnel that needed to be appointed and as a council member it would be good to see where she was at and what her plans were.

Mayor Gurulé-Girón advised she would be getting a copy of her plan shortly and that should be of no concern and was not a personnel matter.

Councilor Casey asked when she planned to have a reorganizational meeting.

Mayor Gurulé-Girón advised hopefully sometime next month.

Councilor Casey advised that they would not be following the Charter.

Mayor Gurulé-Girón advised they did not meet the charter and checked with attorney's as well.

Councilor Romero advised the governing body rules and procedures needed to be addressed because things were outdated.

Mayor Gurulé-Girón advised when the Charter is vague they refer to the State Statute but the State Statute will not always supersede or uphold with the Charter. Mayor Gurulé-Girón advised they would be working to amend changes this year.

Councilor Casey explained when working as the Superintendent the board wanted her to rewrite all of the board policies, she advised it was not the City Clerks job, her job was to follow the policies that are there, not to write them. She suggested if they were going to revise the Charter and the Governing Body Rules and Procedures, someone with a legal background should be hired to do that.

Mayor Gurulé-Girón advised that there was a Charter committee and once they get an Attorney on board, they would work with the Charter committee reviewing it.

Councilor Casey asked if they would also be reviewing the Governing Body Rules.

Mayor Gurulé-Girón advised that was the duty and responsibility of the Legislative body.

Councilor Casey made a motion to go into executive session for the purpose of discussing 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 and also to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) 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:

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

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

Councilor Casey made a motion to go back into regular session after discussing personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, and for 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. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez re-read the motion and advised that 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	Barbara Casey	Yes
David G. Romer	Yes	David A. Ulibarri, Jr.	Yes

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

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORKSHOP HELD ON MAY 15, 2018 AT 9:00 A.M.-3:00 P.M. IN THE CHARLIE'S SPIC AND SPAN MEETING ROOM, 715 DOUGLAS AVE. LAS VEGAS, NM 87701

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Greg Stuart, Harmony Solutions Representative
Tim Dodge, Harmony Solutions Representative

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell prayed for guidance in what needs to be done as a Governing Body, asked for God's grace in making the right decisions and prayed for moisture in the community.

APPROVAL OF AGENDA

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

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

Deputy Clerk Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

Interim City Manager Ann Marie Gallegos advised that there was no one signed up for Public Input.

Workshop Introduction by Mayor Tonita Gurulé-Girón

Mayor Tonita Gurulé-Girón advised that the statement idea for this workshop, hopefully for the future of this Council and for the City of Las Vegas was to work together for the City of Las Vegas, put the pain and hurt in the past and begin with healing that would start with the Governing Body as community leaders.

She stated that they need to remember that today is the first day of the rest of our lives, and it was important to make the best of every moment and that they were elected to serve the people of Las Vegas in moving the City forward.

Mayor Gurulé-Girón asked that this new administration move in the right path, a positive path, a path of stability and to restore the respect of the offices they hold and earn the public's confidence as a team. She advised that in the next two years they need to work as a team and make a difference and put their differences aside and to create a system of doing the City's business civilly and professionally with a plan and also with the highest degree of integrity and honor. She advised that former City Manager and Harmony Solutions Representative, Tim Dodge would be presenting the workshop.

Mr. Tim Dodge thanked everyone for being there and advised that he had worked with communities that have had divided Councils and Councils with varied opinions. He stated to the governing body that the only thing that would make this community a success would be to understand that they were elected to lobby constituent issues and come to a consensus and get behind that consensus and work together civilly. Mr. Dodge advised that sometimes arguments will at times transpire and stated that Mr. Greg Stuart would talk about ways of body chemistry and how it works, and how to approach matters in the the state of happiness or anger. He explained that those were some of the skills that they wanted to build

with the Council and advised that this facilitation was being covered by Dr. Brown-Sunrise Medical Clinic, Harmony Solutions, Charlie's Spic & Span and himself and that there would be no cost to the City of Las Vegas.

Mr. Dodge explained that the reason for the workshop was because Dr. Brown and Sunrise Medical Clinic believe in trying to create a healthy community and that it should start with the governing body as the leaders of the community. He stated that there are many important issues to address and one of the most critical issues was the opioid epidemic in the City and stated that in his opinion was one of the most important to move Las Vegas forward and asked the governing body if the harmony of working together was good.

Council members advised that the working harmony between them was not good and believed it could be repaired and brief discussion took place on how this workshop would offer options on how to handle conflicts between the governing body.

Councilor Casey asked Mayor Gurulé-Girón why they were having this meeting today instead of having the Re-Organizational meeting the next day with the Regular Council meeting which would allow them to be in compliance with the City Charter and meeting the deadline.

Mayor Gurulé-Girón stated that she had put her life aside to accommodate Council in the past and that at this point and time she schedules meetings according to her schedule and stated that the reorganizational meeting had been held and that no one showed up.

Mr. Dodge stated that according to the City Charter, the reorganizational meeting should have been held by May 8th.

Councilor Casey advised Mr. Dodge that he was mistaken and that the City Charter read: "*Section 2.07. Governing Body Procedures. A. Organizational Meeting. The Governing Body, at the first meeting following a municipal election, shall convene for the purpose of organizing, reviewing the mission and vision statement, reviewing the top ten priorities of the previously elected Governing Body, and confirming the appointment of the city manager and the appointed officers.*" , therefore should have been called by the next regular meeting. She stated that Mayor Gurulé-Girón did call the meeting for the 4th although only gave a 3 day

notice, leaving no time for the three Councilors to change plans that had already been scheduled.

Discussion took place regarding the issues that occur of not having consistency, due to going by the City Charter, Rules of the Governing Body or State Statute.

Harmony Solutions representative Greg Stuart gave a presentation and an exercise regarding the body chemistry creating cortisol in negative environments pertaining to the governing body.

Lengthy discussion took place regarding the dysfunction that was occurring between the governing body members and the lack of trust as well.

Mr. Dodge advised that at the end of the session an improvement plan would be developed for the governing body and would be an objective for them to work on at the time of a bad situation and would give them guidance on how to address it.

Harmony Solutions representatives Stuart and Tim Dodge continued with the exercise regarding various levels that could be taken by the governing body to trust in order to co-create.

Mr. Dodge stated that people see you in different ways at different stages of an argument and mentioned that he was the former City Manager of Las Vegas and considered this community his and asked councilors what they remembered about him at that time.

Councilor Howell advised that he remembered that whenever he and Mr. Dodge individually spoke, he would write down what he asked for and most times accomplish it.

Councilor Casey advised that there were two things that she remembered about him, one being extremely helpful in creating an MOU with the Health Council and really appreciated that although the other was at the time that the CASA organization was located at Rodriguez Park when he wanted them to leave, was very rude.

Councilor Romero advised that the first thing he remembered about Mr. Dodge was when he worked with him as Treasurer of La Plaza Little League at the time of

negotiating with JC's Pizza for concession and were very instrumental in that and also helped out with donations.

Councilor Ulibarri, Jr. advised that he did not know too much about Mr. Dodge, only seeing him at the time he had his bar business and when his current business was involved in a clean up regarding the property of Mr. Ortega and stated that he had done a good job on that.

Mayor Gurulé-Girón advised that she had worked with Mr. Dodge longer than anyone there and mentioned that he was very brusk, they did not agree on a lot of situations and how he handled them because she was always looking in making sure they provided a degree of respect. She stated that he was very rude and did not appreciate that about him although appreciated his preparedness at meetings, was very thorough and could respond to any questions the majority of the time. Mayor Gurulé-Girón advised that the community felt offended by him for being so strong although she realized that he was an exceptional competent City Manager.

Mr. Dodge provided a list of his accomplishments in 9 months and advised that the community would not remember his accomplishments but would remember how they were treated, how rude he was to them and that was why we needed to recognize those things about ourselves and get past that.

Lengthy discussion took place regarding many issues regarding the City Charter and the many inconsistencies that are involved with it.

Mr. Stuart continued with a group exercise with the governing body regarding positive/negative aspects when being involved in a group prior to being a part of the governing body.

Mayor Gurulé-Girón opened the meeting up for discussion.

Dolores Ortega, Highlands University Associate Professor of Social Work advised that she and one of her students were there to observe and understand the representative body of our community. Ms. Ortega informed that she was also the founder and Director of The Adoptive Foster Spiritual Support Program and worked in the community addressing very serious critical issues that affect children and advised that the non-profit organization supported children, whose parents were incarcerated for serving long prison terms, providing them with many services.

Ms. Ortega advised that she would be teaching a class on organizational theory and was there to have an enviable type of presentation to take back to the classroom for graduates and undergraduates in the Social Work field. She advised that she was dismayed by the real struggles that this board was experiencing, which was flowing back into the community. She spoke of the bombardment of complicated struggles that the whole community was experiencing and hoped that the board would open up the communication, work in solidarity and keep in mind that there were people in Las Vegas who really depend on them and to move towards wellness. Ms. Ortega stated that she saw organizational dysfunction, difference of opinions and did not see basic human respect from this board. She expressed that she was not only a Social Worker but also an advocate and added that we have children, elders and constituents that do not have the resources and hoped that the board could come together and avoid our children from having a negative view of our political leaders and to come together for the betterment of the community.

Audience member: He advised he immediately noticed conflict, by the governing body sitting spread apart, that the board members have lived in this community for many years and stated that he realized that there was some respect and looked forward to seeing what the future brings.

Audience member: She advised that she loved politics and loved to vote in order to help make our community better and stated that the governing body did not have an easy job. She stated that there were disagreements although was in support of the Mayor and the governing body and hoped they would make good decisions for our community.

Break was taken at 10:45 a.m.

Meeting reconvened at 11:30 a.m.

1. Discussion on the City of Las Vegas Structure and review of the Organizational Chart.

To optimize communications and efficiency, it is important that the whole organization understand the organizational structure, including the authority and responsibility of each member. An organizational chart will give a clear picture of how information will flow in the City of Las Vegas.

2. Review rules and procedures of decorum, and code of conduct.

The Governing Body was provided a list of rules and procedures of decorum for the Governing Body to consider adopting. It is essential for the governing body to embrace and adhere to rules of decorum, which foster respectful, civil behavior within the organization. Each participant was asked to complete a 30 minute Leadership Assessment prior to the meeting. The results will be used to help complete the code of conduct.

The governing body recessed at 1:30 p.m.

The meeting reconvened at 1:40 p.m.

3. Conduct a S.W.O.T. Analysis

The Governing Body was guided through an analytical process of evaluating the perceptions of the City's internal strengths & weaknesses, along with external opportunities and threats. This information will be used to develop an improvement plan.

4. Improvement plan process

Harmony Solutions stated they would take the goals and objectives of the March 2017 retreat, along with the SWOT analysis, of the May 2018 workshop and turn them into an action plan. This "tool" will help ensure follow through with the goals by creating a systematic process of reporting on the progression of the goal achievement.

EXECUTIVE SESSION

Interim City Manager Gallegos advised that there was no need for Executive Session.

ADJOURN

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

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

Interim City Manager Gallegos re-read the motion and advised that the motion carried.

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, MAY 16, 2018 AT 6:00 P.M. IN THE CITY OF LAS VEGAS COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Casandra Fresquez, City Clerk
David Silva, Acting City Attorney
Chris Lopez, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri, Jr. asked for a moment of silence to pray for the family of KFUN Radio Announcer, Dennis Mitchell who recently passed away.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. 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 G. Romero	Yes

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

APPROVAL OF MINUTES (April 11th and April 18th 2018)

Councilor Romero made a motion to approve the minutes, with amendments made by Councilor Casey for April 11th and April 18th, 2018. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call and reflected the following:

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

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

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón read a report into the record as follows: "I love Las Vegas, "nuestra plaza es la vida", "the city is our life". There has been a lot of hurt and pain that has occurred, the healing needs to start with us as community leaders, we need to remember that today is the first day of our lives, as Mayor of this great city, I ask that we make an effort to start this new administration on the right path, apositive path, a path of stability so we can restore respect back into the offices that we each hold and earn the public's confidence as a team. For the next two years we have to work together as a team if we are to make a positive difference. Yesterday we the governing body of the City of Las Vegas met for seven hours and focused on our interaction as a group of leaders, I believe that we have come to a consensus that we will start with the updating and drafting of the Rules and Procedures as a first step and we recognize our needs for improvement in a lot of areas. Our workshop also covered the Organizational Chart and the need to redraft and clearly define the appointed Officers rules and responsibilities and communication requirements, we all took a Disc Leadership assessment which gave us insight into our behavioral preferences of each other, hopefully this will help us approach each other in a more civil manner. We conducted a S.W.O.T. analysis, which is specific to this governing body and an analysis of an improvement plan that will be provided to us at a later date, I would also like to thank Greg Stuart who was the facilitator, Randall Brown as one of the sponsors, Charlie's Spic & Span for hosting and thanked everyone who attended and those who gave public comment."

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Mayor Gurulé-Girón advised that there were no recognitions or proclamations at this time.

PUBLIC INPUT

Emilio Aragon spoke briefly in support of the Farmers Markets and expressed the importance of treating immigrants with respect because they play an important role in how our fruits and vegetables are picked and thanked Cordia Sammeth and Diane Lyndsay for their work in the Farmers Market.

Georgina Ortega spoke in support of the Farmers Market on the West side of town, stating that that side of town was a food desert. She stated that she felt that Farmers markets were a wealth to the community and encouraged the governing body to support the zone change for the West side Farmers Market.

Miguel Angel spoke in support of the West side Farmers Market and expressed the importance of families there having access to groceries, having a healthy community and recognizing the many needs of the West side of town. He informed of a plan to collaborate with Alta Vista Hospital, Centro Family Health Clinic and New Mexico State Health Professionals in order to test the children of the community for childhood diabetes as there is currently and epidemic here. Mr. Angel stated we should be working for our children in getting healthy food and living in a healthy environment and commended both Farmers Markets for being a start in the right direction.

Wid Slick reported that the New Mexico Tourism had awarded a renewal grant of $54,000.00 for the next fiscal year starting July 1st, adding more advertising. Mr. Slick advised that they had seen increases in Lodgers Tax and GRT collections both by 10% from the current tourism grant. Mr. Slick reported there was a timing problem and added that City Lodgers Tax Board and City staff encouraged Mainstreet to apply and that they were reasonably certain that the City would provide the match for the grant. He stated that there was $200,000.00 unused Lodgers Tax funds in the bank that could be used for the match although was not on tonight's agenda for Council to approve the match for this tourism grant and stated Mainstreet needed to sign the tourism contract for the grant by this Friday. Mr. Slick advised if the contract was not signed, the funding would go away and hoped the timing problem would be solved by the governing body by this week.

Marshall Poole with the Animal Welfare Coalition gave a detailed report for the month of April. He reported there was the continuing problem with dogs having no identification and housing them for an extended time and urged citizens to identify their animals with collars or tags. Mr. Poole announced Belen Romero as the winner of the design contest regarding the painting of the new food storage bin.

Corinna Laszlo-Henry commended the governing body for getting together to improve communication and cooperation at the workshop just held and spoke regarding concerns of the City Charter that were overdue. She advised that the governing body, as per the Charter, was supposed to set the Magistrates Judges' salary and that it had a 2011-2012 deadline for that action. Ms. Laszlo-Henry stated that also by ordinance, the governing body was to establish the powers and duties for the Citizens Advisory Committee for the Police Department and that also outstanding was the adoption by ordinance, the Ethics and Campaign finance along with penalties.

Ms. Laszlo-Henry advised that there were inconsistent provisions of Chapter 14 that remained, which was the Governance Chapter, there had been approaches to draft those ordinances and stated that the 59-10A of the ordinance does require them to be drafted or reviewed by City Attorney or someone on a contract bases with that capacity. She encourage the governing body to solicit the input of the departments, to address the compliance issues and mentioned that because of the hard work of rank and file employees, pushing through when there are alot of staffing positions that have not been filled. She encouraged the governing body to push for a transparent qualifications based process for both directors and officers which was consistent with the City Charter, Mayor's power of appointments and the Councilor's power of meaningful approval confirmation.

Lalo Sanchez thanked Interim City Manager Gallegos for finally clearing the property on North Gonzales Street, spoke of generating revenue for many projects needed in the City and suggested to the governing body to decriminalize marijuana or place parking permits throughout the City to gain revenue for projects. Mr. Sanchez advised that one of the statues at Plaza Park needed some repair.

Zachary McNellis awarded prizes to the winners of the 2nd Annual Book Reading Contest hosted by Carnegie Public Library. He advised that the Summer Reading Program would begin June 13th through August 1st, 2018.

Leo Maestas from the Office of Emergency Management (OEM) gave a detailed powerpoint presentation regarding Emergency/Risk Management within the Office of Emergency Management.

Councilor Howell thanked OEM for working with the City's Public Works Department on cleaning out culverts and for a successful "Take Back" event which OEM sponsored.

Mr. Maestas mentioned they were currently working on a Prevention of Flooding campaign as well.

Councilor Romero asked if they provided Emergency Preparedness training.

Mr. Maestas stated that OEM tries to provide FEMA courses at least once a month and spoke about several upcoming trainings which included Active Shooter classes for the schools.

Brief discussion took place regarding emergency alarms and several issues that may occur when not educated on those alarms.

Mayor Gurulé-Girón asked when the Emergency Preparedness Plan would be brought to the City.

Mr. Maestas informed that the EOP was already adopted by the City and the County and not due to be updated until 2019.

Mayor Gurulé-Girón commended Mr. Maestas for an outstanding presentation and excellent job knowledge.

Brief discussion took place regarding the availability of emergency phone lines at the time of cell towers being down.

CITY MANAGER'S REPORT

Events Planner Virginia Marrujo gave a detailed report on the 4th of July Festivities Schedule.

Discussion took place and questions were asked regarding times of the several events taking place during the period of the fiestas.

Utilities Director Maria Gilvarry presented a detailed overview regarding the Utilities Water Division, 2017 Conference Report for the City's water quality and informed that it was a requirement from the EPA, Safe Drinking Water Act. She also reported that the City's water was exceptional with zero violations for concerns and that the information would be available through newspapers, website and would be included with billing statements to the community.

Questions were asked pertaining to water restrictions, fireworks display and the sale of fireworks.

Utilities Director Gilvarry reported that the City was at Stage-0, with no water restrictions at this time time, having plenty of water for the City's needs.

Interim City Manager Gallegos informed that in the Fireworks Display contract included the ability for the City to pull out at a certain time if the weather did not permit.

Fire Chief Billy Montoya reported that the sale of fireworks was still being allowed at this time by the New Mexico State Fire Marshal's Office.

Interim City Manager Gallegos briefly reported on the following:

-Identifying NMDOT funding (Keen/Grant Street Project)
-Watering of Trees by Public/Parks Facilities (2 times a week)
-Accommodating businesses (Little League State Championship Tournaments)
-Senior Citizens Dept-Applying for Capital Outlay funding-$59,000.00
-Presentation from Lodgers Tax Advisory Board (Budget recommendations)
-Police Department funding-Shooting Range
-Community Development Dept.-Submitting CDBG Grant-$750,000.00-Hot Springs Blvd. ICIP
-Meeting-Department Directors to discuss Interim Budgets
-GRT Allocations (8.3958%)
-NMHU no longer broadcasting with Comcast

Councilor Howell asked for the total funding amount available regarding Dee Bibb Industrial Park and if there had been any plans made on where to use the funding.

Interim Finance Director Tana Vega advised that that the total amount set aside for Dee Bibb was $468,000.00.

Interim City Manager Gallegos informed that an engineer was currently working on a drainage plan, and an RFP would be put out for that and would be brought to Council for their consideration.

Discussion took place pertaining to grant funding and planning for the Keen/Grant project.

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance Budget for the month ending April 30, 2018, reporting the General Fund revenue at 86% and expenditures at 73%. She informed that Enterprise Funds revenue came in at 85% with expenditures coming in sat 73%. Interim Finance Director Vega advised that the Recreation Department revenues were at 73% and expenditures were at 70%.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda as follows:

1. Approval to purchase a Caterpillar 420F2 IT4E backhoe.

2. Approval to publish Ordinance No. 18-03 amending Ordinance No. 18-01 entering into a loan agreement with the New Mexico Finance Authority.

3. Approval to adopt the City of Las Vegas, NM Metropolitan Redevelopment Plan, Authorizing Resolution No. 18-22 and approval of Grant Agreement and Certificate of Grantee.

Resolution 18-22 was presented as follows:

CITY OF LAS VEGAS
RESOLUTION NO. 18-22

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND THE CITY OF LAS VEGAS (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS ($50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE METROPOLITAN REDEVELOPMENT ACT PLAN, AND

SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are

on file with the City Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LAS VEGAS, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated May 25, 2018.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to land use, housing, economic development and jobs.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of **a majority** of **a quorum** of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars ($50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars ($50,000).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The City of Las Vegas through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 16th DAY OF MAY 2018.

CITY OF LAS VEGAS

By_____
Tonita Gurule-Giron, Mayor

[SEAL]

ATTEST:

By _____
Cassandra Fresquez, City Clerk

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

BUSINESS ITEMS

1. Conduct a Public Hearing and Approval/Disapproval to adopt Ordinance 18-04 amendment to the Official Zoning Map for property.

Councilor Casey made a motion to go into Public Hearing. Councilor Howell 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 G. Romero	Yes

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

City Clerk Fresquez asked anyone who wished to speak on the issue to stand and be sworn in. Maria Perea,Virginia Marrujo, Dianne Lindsay, Corinna Laszlo-Henry, Cordia Sammeth were sworn in.

Planning and Zoning Coordinator Maria Perea advised that the City of Las Vegas, owner of Lots 4, 5, 6, 7 & 8, Bock 2, Miguel Romero Y Baca Addition known as 2513 Hot Springs Blvd., Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on April 30, 2018. City of Las Vegas is

requesting that said property be rezoned from the present R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone). The applicant's intent is to accommodate a Farmer's market within parking lot of above property for the Old Town residents.

Cordia Sammeth, Hot Springs Blvd Farmers Market Manager spoke of the importance of having local food available and how it would help stimulate the economy. She asked for the support of the governing body regarding the zone change at hand.

Corinna Laszlo-Henry stated that she was infull support of the continued permitting of the Hot Springs Farmers Market although was concerned that it was City owned property and stated that the City did not hold itself to the same standards that it holds other property owners to, in rezoning, adopting an ordinance to amend the official zoning map. She informed that she wanted to call attention of the governing body, to the legal standard for an amendment which is contained in 450-98 that "*public necessity convenience or general welfare requiring*". Ms. Laszlo-Henry informed that a special use permit was a part of the application by Tierra Encantada and that in her opinion, the special use permit was not only the appropriate way for the City to permit this activity but also the best way for the Farmers Market organization as well as neighbors to enforce that it would in fact be used as the Farmers Market. She stated that once it was rezoned to commercial the City could turn around and sell it to a commercial business which would take surrounding neighbors by surprise. Ms. Laszlo-Henry advised that a site development plan was not included with the application and was needed in order for it to be binding and felt that all that was needed was a special permit.

Planning & Zoning Coordinator Maria Perea informed that a Special Use Permit for the Farmers Market was not allowed in an R-1 residential zone therefore that was the reason of the re-zone.

Mayor Gurulé-Girón had a question regarding the site development plan.

Planning & Zoning Coordinator Perea advised that they provided the plat showing the parking and did not provide a site plan due to not knowing how many farmers would be setting up and that it would be provided at the time of processing the Special Permit and would include a parking plan as well, as recommended by the Board of Adjustments.

Brief discussion took place regarding most of the North side of the area being commercial property.

Dianne Lindsay asked the governing body to consider the rezone for the Farmers Market.

Lucy Trujillo asked Council to support the rezone and that it was for a good cause.

Clara Lucero spoke in support of the rezone due to the importance of the Farmers Market on West side of town.

Councilor Casey made a motion to close Public Hearing and accept the record proper with amendments. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

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

Councilor Casey made a motion to reconvene into Regular Session. 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 G. Romero	Yes

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

Councilor Romero had a question under Exhibit IV, pertaining to the property belonging to the Housing Authority and also asked if Tierra Encantada was a non-profit organization.

Planning & Zoning Coordinator Perea explained that the property was once owned by the Housing Authority but was sold to the City of Las Vegas.

Events Planner Marrujo advised that Tierra Encanta was a non-profit organization and was not a 501C3.

Councilor Casey had a question regarding the amount and the date on the Quit Claim Deed.

Interim Finance Director Vega advised the purchase amount was $156,000.00 for the property and the building.

Brief discussion took place regarding the difference in dates of the purchase and of the Quit Claim Deed.

Councilor Howell asked if the Board of Adjustments was aware of the concerns made by Corinna Laszlo-Henry.

Planning & Zoning Coordinator Perea advised that there main concerns were pertaining to parking and they recommended talking to vacant property owners to utilize their properties for parking on Wednesday and Saturday mornings.

Lengthy discussion took place regarding the subject of spot zoning.

Councilor Howell asked if this item should be tabled until the Board of Adjustments could hear the concerns of Corinna Laszlo-Henry.

Planning & Zoning Coordinator Perea informed that this had already gone before the Planning & Zoning Commission on April 30, 2018 and that it was their recommendation to bring to the governing body for the zone change. She advised that the Board of Adjustments approved the Special Use permit with the approval of the zone change.

Discussion took place of the processes for future zone changes that may take place,which would have to go through the proper channels as the Farmers Market did.

Councilor Romero asked for explanation of the process of the Special Use Permit.

Events Planner Marrujo informed for the record that the process taken by the non-profit for the Special Use Permit included going to each department (Police Dept., Community Development, Public Works etc.) to sign off , include insurance that includes the City as the second person and any other supporting documents.

Councilor Casey made the clarification of needing the zone change in order for the Special Use permit to be applied.

Planning & Zoning Coordinator Perea agreed with the Councilor Casey's clarification.

Councilor Casey made a motion to approve to adopt Ordinance 18-04, amendment to the Official Zoning map for property, Lots 4,5,6,7 & 8, Block 2, Miguel Romero Y Baca Addition known as 2513 Hot Springs Blvd., as approved by the City Planning Zoning Commission. Councilor Romero seconded the motion.

Ordinance 18-04 was presented as follows:

CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 18-04

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-2 (MULTI-FAMILY RESIDENTIAL ZONE) TO A C-3 (GENERAL COMMERCIAL ZONE) FOR PROPERTY IS LOCATED AT 2513 HOT SPRINGS BLVD., LAS VEGAS, NEW MEXICO 87701 AS REQUESTED BY THE CITY OF LAS VEGAS (APPLICANT/ OWNER).

WHEREAS, the City of Las Vegas has applied for an amendment to the official zoning map for property located at 2513 Hot Springs Blvd., pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on April 30, 2018, the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to rezone the property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and on April 30, 2018 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on May ___, 2018, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by rezoning and changing the district classification of certain property located at 2513 Hot Springs Blvd. from an R-2 (Multi-Family Residential Zone) to a C-3 (General Commercial Zone), and more fully described as follows:

Lots 4, 5, 6, 7 and 8, Block 2, of the Miguel Romero Y Baca Addition

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may be amended whenever public necessity, convenience, or general welfare require.

2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2018.

ATTEST:

_____ _____

Casandra Fresquez, City Clerk Tonita Gurule-Giron, Mayor

REVIEWED AND APPROVED
AS TO LEGAL SUFFICIENCY ONLY

_____

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 G. Romero	Yes

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

COUNCILORS' REPORTS

Councilor Romero thanked Interim City Manager Gallegos for her timely response regarding a couple of issues he had addressed to her. He informed of several issues that needed to be addressed at the Recreation Center which included: Water Fountain (no cold water), Exercise Bike that needed repair and issues with trash trucks at Armijo School.

Interim City Manager Gallegos advised that she would address those issues and meet with him and Councilor Casey regarding the trash trucks at Armijo.

Councilor Casey advised that the Recreation Summer Youth Program was described by several people as being in disarray and informed that the distribution of books should take place for the Summer Program youth although last year when the Summer Youth participated in an activity day to receive books at Highlands University Sala De Madrid they did not display good behavior. She asked if there was any training for those hired to work with Summer Youth Program.

Interim City Manager Gallegos advised that three teachers were hired for a 6-7 week period and hired 17 year olds that do receive some training although would research further on the specific training they receive. She also stated that possibly stricter rules may be applied when the youth visits a public venue and would speak to the manager about those concerns.

Councilor Casey thanked Interim City Manager Gallegos for quickly addressing issues brought to her.

Councilor Casey had a question for Acting City Attorney David Silva regarding the validity of actions and voting taken tonight, including Housing since not complying with either the statutory guidelines or the Charter in terms of having a reorganizational meeting by the deadline.

Mayor Gurulé-Girón replied by saying that she had spoken with Municipal Attorney Coppler and he advised that there were no impacts or negative implications.

Councilor Casey asked for clarification on statutory penalties and so her concern was the action that Council takes and it not being duly constituted .

Mayor stated that everything is on the agenda and any action taken is consistent with the charter.

Acting City Attorney Silva added that he did not know if it allowed for people to challenge resolutions or votes although would follow up with the Municipal League Attorney.

The governing body gave full consensus regarding Acting City Attorney Silva to follow up with the Municipal League Attorney.

Councilor Howell advised that in regards to public input speakers, speaking about not having enough grocery stores, recommended that the City establish an ambassadorship program that sanctions a committee that would go out to businesses and try to convince them to come to Las Vegas. He stated that talking to people and gathering their input was an important part of knowing what kind of businesses to attract.

Councilor Howell mentioned that the Samaritan House was still having a dilemma with the property they were in and had a suggestion that was given to him. He suggested that the City purchase the property and lease it to the Samaritan House in order to possibly renovate with grant money. He advised that discussion should take place by Council regarding that issue and should help the Samaritan House in helping the community with hunger and homelessness.

Interim City Manager Gallegos advised that there were zoning issues at the current location of the Samaritan House and that they need to possibly look for another property for them and agreed with Councilor Howell in partnering up with them.

Mayor Gurulé-Girón stated that there would probably be issues with the owner regarding rezoning the property although could not discuss any details due to pending litigation.

Councilor Howell stated that he was going to visit the City Clerk's Office to fill an agenda request to discuss the results of findings and recommendations of the Special Audit. He advised that he wanted to find out what was going to be done regarding the findings.

Mayor Gurule-Giron stated that there had been discussion regarding the Special Audit recommendations during Executive Session of that audit.

Councilor Howell stated that he had not seen any action on the implementation.

Mayor Gurulé-Girón advised that Interim City Manager Gallegos was currently looking at improvement planning for each department.

Discussion took place of the need and the timing for discussion regarding the Special Audit findings.

Councilor Howell stated that he felt good about the current retreat held and that the Council is vocal and sometimes agrees to disagree although agreed to move forward for the community.

Councilor Ulibarri, Jr. thanked Acting Public Facilities Director Chris Rodarte and Interim City Manager Gallegos for the preparation of Rodriguez Park for the upcoming District Tournaments and recognized NMDOT and thanked Council for the project taking place within his ward.

Councilor Romero stated that the discussion regarding the Special Audit took place during Executive Session and reminded Council he was new and asked for an update.

EXECUTIVE SESSION

Interim City Manager Gallegos advised there was no need for Executive Session.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion. All Councilors were in favor.

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL BUDGET HEARING MEETING HELD ON THURSDAY, MAY 24, 2018 AT 1:30 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

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

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Deputy Clerk
Christopher Lopez, Interim Chief of Police

ABSENT: David Silva, Acting City Attorney

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked to remember the citizens that the community had lost and also the family of Annette Clancey at this time of sorrow, due to her passing and stated that she was a wonderful community member, an Air Force nurse who had given a lot to the community, volunteered her time and did a lot of good.

APPROVAL OF AGENDA

Interim City Manager Ann Marie Gallegos advised of changes regarding Presentations/Discussion Items which included placing Animal Welfare Coalition before General Fund, and regarding Lodger's Tax, the President of the Advisory Board was unable to attend so the presentation would be presented by Ms. Marrujo.

Councilor Casey made a motion to approve the agenda as amended. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

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

Deputy Clerk Sena re-read the motion and advised that the motion carried.

PRESENTATION/DISCUSSION ITEMS

Interim Finance Director Tana Vega gave a presentation over general information on the proposed 2019 Preliminary Budget.

Discussion and questions took place regarding the budget.

Animal Welfare Coalition Marshall Poole spoke about their progress with the shelter, how far they have come and the Animal Shelter contract.

Discussion and questions took place regarding grants and the current contract for the animal shelter.

Interim City Manager Ann Marie Gallegos presented the budget for the Judicial department.

Discussion and questions took place regarding the departments' current budget and preliminary budget.

Interim City Manager Gallegos presented on behalf of the Executive department's budget and possible equipment for the City Manager.

Interim City Manager Gallegos presented on behalf of the City Clerk's department budget which mirrored last year's budget with the exception of not having the Election line item in the preliminary budget.

Interim City Manager Gallegos presented on behalf of the City Attorney's budget which also mirrored last year's budget.

Discussion and questions took place regarding the budget for employees in that department.

Interim City Manager Gallegos presented on behalf of the Human Resources department budget which mirrored last year's budget.

Discussion and questions took place regarding equipment for the Human Resource Manager and employees.

Interim Finance Director Vega advised changes for the final budget were recommended from DFA.

Interim Director Virginia Marrujo presented on positions available, those filled in the Community Development and Code Enforcement and the advised that the budget stayed the same.

Discussion and questions took place regarding those positions that were filled, cross training in that department and fiestas.

Interim Director Marrujo presented on Lodger's Tax budget.

Discussion and questions took place regarding positions, travel expense and fiestas.

Interim Police Chief Chris Lopez presented on behalf of the Police department and advised all positions have been filled and equipment replacement.

Discussion and questions took place regarding vacant positions, the need for vehicles and the opioid issue.

Fire Chief Billy Montoya presented on behalf of the Fire department's budget which mirrored last year's budget, implementing annual physicals, negotiations for a much needed pay plan and replacement of equipment.

Discussion and questions took place regarding positions in the department and the pay plan.

Public Works Interim Directors Christ Rodarte and Danny Gurule presented on behalf of the Public Works, Parks and Airport departments, they advised the budget stayed the same, spoke on the projects they would be working on that included LED lighting.

Discussion and questions took place regarding grant funding and priority planning.

Interim Library Manager Zachary Mcnellis presented on behalf of the Carnegie Library's budget which would stay the same with the exception for the repair or replacement of the elevator in order to be ADA compliant.

Discussion and questions took place regarding the cost of the elevator, the filling of the Library Manager and the structural stability of the library.

Museum Manager Cabrini Martinez presented on behalf of the Museums budget which will stay the same and upcoming projects/events.

Discussion and questions took place regarding types of exhibits at the museum.

Recreation Manager Sonia Gomez presented on behalf of the Recreation Center's upcoming projects and current projects such as replacement of equipment, fixing the concession stand, replacing a water fountain in the fitness area, and the replacement of the HVAC system.

Discussion and questions took place regarding the youth sports programs.

I.T. Manager Kenny Roybal presented on behalf of the I.T. departments budget and on a new phone system.

Discussion and questions took place regarding the new phone system.

Utilities Director Maria Gilvarry and Accountant Supervisor Irene Archuleta presented on behalf of the customer service and cashiers department.

Discussion and questions took place regarding the utilities department.

Utilities Director Gilvarry and Waste Water Manager Ron Lujan presented on behalf of the Waste Water's budget, projects for the year and replacement of equipment.

Discussion and questions took place regarding training employees.

Utilities Director Gilvarry and Gas Supervisor Jude Herrera presented on the Gas department budget and current and future projects.

Discussion and questions took place regarding cost of projects and pricing for Zia Natural Gas pricing for the gas department.

Utilities Director Gilvarry and Solid Waste Recycling Coordinator Alvin Jiron presented on behalf of the Solid Waste department budget, stating that the budget was limited and also discussed future projects and Solid Waste staff.

Discussion and questions took place regarding use of equipment and update on the recycling program.

Utilities Director Gilvarry, Water Treatment Plant Manager Don Cole and Water Distribution Manager Travis Hern presented on behalf of the Water Treatment Plant and discussed changes in the Water departments, having their own separate budget with areas to track expenditures, vacancies in staff, and current/future projects.

Discussion and questions took place regarding fire hydrants in certain areas and projects.

Transit Manager Victoria Benavidez and Transit Operations Supervisor Marcelino Roybal presented on behalf of the Transportation department , stating that their budget stayed the same, their staff was fully trained and also discussed grants.

Discussion and questions took place regarding the price for gas and grant amounts.

Senior Center Manager Wanda Salazar presented on behalf of the Senior Center department, she stated that the budget would increase and replacement of equipment needed to take place.

Discussion and questions took place regarding the cost for each Senior Center and the cost for a Bingo machine flashboard.

PUBLIC INPUT

Interim City Manager Gallegos advised there was no one signed up for Public Input.

EXECUTIVE SESSION

Interim City Manager Gallegos advised there was no need to go into Executive Session.

ADJOURN

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

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

Deputy Clerk Sena re-read the motion and advised that the motion carried.

_____

Mayor Tonita Gurulé-Girón

ATTEST:

_____

Casandra Fresquez, City Clerk

GENERAL FUND REVENUE COMPARISON
THRU MAY 31, 2018 92% OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	(E/B) FY 2018 % REV
PROPERTY TAX	1,373,000	1,291,000	1,183,417	1,168,868	1,308,831	101%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	3,254,167	3,204,524	3,368,145	95%
FRANCHISE TAX	800,000	775,000	710,417	714,709	658,781	85%
GROSS RECEIPT TAX .75	2,445,000	2,440,000	2,236,667	2,106,209	2,212,663	91%
1/8 INFRASTRUCTURE	351,000	360,000	330,000	338,774	351,938	98%
GRT .25 (JAN 2011)	697,000	725,000	664,583	904,652	994,043	137%
GRT -HOLD HARMLESS (JULY 2015	(110,400)	(110,400)	-101,200	(101,200)	(101,200)	92%
LICENSE & FEES	70,500	61,000	55,917	43,055	91,257	150%
INTERGOVERNMENTAL	71,500	83,716	76,740	76,478	80,288	96%
LOCAL-FINES	62,000	77,000	70,583	74,567	53,694	70%
LOCAL-MISC	1,715,000	1,737,235	1,592,465	1,689,203	1,617,406	93%
TOTAL	11,024,600	10,989,551	10,073,755	10,219,839	10,635,846	97%

(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 MAY 31, 2018 92% OF YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.	(E/B) % BDGT
JUDICIAL	317,921	307,959	282,296	283,074	251,317	56,642	82%
EXECUTIVE	483,117	397,969	364,805	351,594	323,032	74,937	81%
ADMINISTRATION	250,724	272,858	250,120	212,432	221,119	51,739	81%
CITY ATTORNEY	242,572	231,944	212,615	173,750	140,946	90,998	61%
PERSONNEL/HR	301,188	278,960	255,713	257,748	234,799	44,161	84%
FINANCE	628,990	452,393	414,694	495,864	381,941	70,452	84%
COMMUNITY DEV.	561,189	533,845	489,358	355,453	340,960	192,885	64%
POLICE	3,990,907	3,854,744	3,533,515	3,364,103	3,225,379	629,365	84%
CODE ENFORCEMENT	182,250	136,113	124,770	128,124	93,526	42,587	69%
ANIMAL SHELTER	137,635	135,490	124,199	93,586	123,296	12,194	91%
FIRE	1,357,699	1,257,365	1,152,585	1,053,176	1,036,655	220,710	82%
PUBLIC WORKS/AIRPORT	511,127	474,004	434,504	411,296	310,611	163,393	66%
PARKS	338,273	286,222	262,370	224,600	229,995	56,227	80%
AIRPORT	0	0	0	0	0	0	0%
LIBRARY	239,494	205,217	188,116	175,555	140,746	64,471	69%
MUSEUM	151,900	150,845	138,275	128,097	115,174	35,671	76%
GENERAL SERVICES	2,358,253	2,358,248	2,161,727	2,057,515	1,683,494	674,754	71%
SALARY CONTINGENCY	0	0	0	0	0	0	0%
TRANSFERS	740,703	698,517	640,307	668,713	632,494	66,023	91%
TOTAL	12,793,942	12,032,693	11,029,969	10,434,680	9,485,484	2,547,209	79%

City of Las Vegas
General Fund
Two Year Analysis of Gross Receipt Taxes - Cash Basis
For Fiscal Years Ended May 31

Fund: 101 - GENERAL Revenue		2016-2017 YTD Activity	2017-2018 YTD Activity	Variances Increase (Decrease)	MEMO: Increase in other revenue
101-0000-410-5103	GROSS RECEIPTS TAX 1.225	$ 3,204,524.00	$ 3,368,144.56	$ 163,620.56	
101-0000-410-5113	MUNICIPAL GROSS TAX .75	2,106,209.36	2,212,663.46	106,454.10	
101-0000-410-5114	MUNICIPAL GRT .25%	904,652.06	994,043.45	89,391.39	
101-0000-410-5115	GRT HOLD HARMLESS	-	-		
101-0000-430-5354	1/8 INFRASTRUCTURE	338,774.05	351,938.07	13,164.02	
101-0000-450-5603	OTHR ADMN FEES/GRT	115,904.00	99,716.00	(16,188.00)	
TOTAL GROSS RECEIPTS TAXES		6,670,063.47	7,026,505.54	356,442.07	
Total General Fund Revenues		**$ 10,219,838.97**	**$ 10,635,846.26**	**$ 416,007.29**	59,565.22
% of Gross Receipts Taxes of Total Revenues		**65%**	**66%**		

Current tax rate	8.3958%
State Share	5.125%
County Share	1.2083%
City Share	2.0625%

Expenditures & Transfers	$ 10,434,679.53	$ 9,485,482.40	$ (949,197.13)
	$ (214,840.56)	**$ 1,150,363.86**	**$ 1,305,639.20**

The State withheld these amounts from our share of gross receipts taxes as an administrative fee, therefore, our total amount collected excludes these amounts.

GASB requires that all revenue be presented for reporting purposes.

ENTERPRISE FUNDS-REVENUE COMPARISON
THRU MAY,- 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A	B	C	D	E	G
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL	(E/B) % BUDGET
WASTE WATER (610)	2,859,638	2,866,100	2,627,258	2,647,568	2,758,910	96%
NATURAL GAS (620)	5,237,000	5,236,000	4,799,667	4,404,444	4,750,200	91%
SOLID WASTE (630)	3,404,700	3,419,400	3,134,450	3,169,910	3,179,682	93%
WATER (640)	4,743,050	4,800,150	4,400,138	4,550,570	4,602,735	96%
Total of Enterprise Funds	16,244,388	16,321,650	14,961,513	14,772,492	15,291,527	94%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU MAY,- 92% YEAR LAPSED (11 of 12 months)
FISCAL YEAR 2018

Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.	(E/B) % BUDGET
WASTE WATER(610)	2,541,860	3,297,778	3,022,963	2,106,071	2,780,229	517,549	84%
NATURAL GAS (620)	5,938,026	5,938,908	5,443,999	4,297,467	4,318,250	1,620,658	73%
SOLID WASTE (630)	4,088,165	3,733,787	3,422,638	3,287,871	3,066,874	666,913	82%
WATER (640)	4,214,893	5,681,820	5,208,335	3,240,609	4,734,139	947,681	83%
Total of Enterprise Funds	16,782,944	18,652,293	17,097,935	12,932,018	14,899,492	3,752,801	80%

RECREATION DEPARTMENT-REVENUE COMPARISON
THRU MAY 31, 2018 - 92% OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2018

	A	B	C	D	E		G (E/B)
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 YTD - ACTUAL	FY 2018 YTD - ACTUAL		% REV
RECREATION-TAXES (Cig)	0	0				#DIV/0!	#DIV/0!
WELLNESS CENTER	100,000	115,000	105,417	17,234	108,910		95%
OPEN SWIM	0	20,000	18,333	33	8,535		43%
YAFL	3,000	0	0	1,320	0		0%
YABL	20,000	20,000	18,333	16,840	4,570		23%
SUMMER FUN PROGRAM	20,000	20,000	18,333	9,341	33,887		169%
RECREATION-OTHER	29,800	108,964	99,884	14,554	31,313		29%
GEN FUND TRANSFER	300,000	400,000	366,667	274,890	366,520		92%
TOTAL	472,800	683,964	626,967	334,212	553,735		81%

RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU MAY 31, 2018 - 92% OF YEAR LAPSED 11 OF 12 MONTHS
FISCAL YEAR 2018

	A	B	C	D	E	F	H (E/B)
	FY 2017 BUDGET	FY 2018 BUDGET	FY 2018 YTD - BUDGET	FY 2017 ACTUAL	FY 2018 YTD - ACTUAL	FY 2018 AVAIL. BAL.	% BDGT
EMPLOYEE EXP.	443,266	533,351	488,905	446,078	450,047	83,304	84%
YAFL	1,450	0	0	600	0	0	0%
YABL	3,117	4,050	3,713	2,845	2,850	1,200	70%
OTHER OPERATING EXP.	56,693	138,562	127,015	46,284	67,454	71,108	49%
CAPITAL OUTLAY	6,600	8,000	7,333	1,307	2,821	5,179	35%
TOTAL	511,126	683,963	626,966	497,114	523,172	160,791	76%

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/31/18 **DEPT: Senior Center** **MEETING DATE: 06/20/18**

ITEM/TOPIC: Resolution #18-24. To transfer a 2005 Ford Van, VIN # IFBSS31LD5HB30709, with mileage of 105,815 miles to Collins Lake Autism Center, a 501c3 Non-Profit Corporation.

ACTION REQUESTED OF COUNCIL*:*
Approval/Disapproval of Resolution #18-24 to transfer a 2005 Ford Van, VIN # IFBSS31LD5HB30709, with mileage of 105,815 miles to Collins Lake Autism Center, a 501c3 Non-Profit Corporation.

BACKGROUND/RATIONALE*:* The Senior Center received 2 new busses in the past 6 months which has caused the 2005 Ford Van to receive no use and has been identified to be auctioned. While awaiting its fate, the van has received vandalism on 2 different occasions.

STAFF RECOMMENDATION: Approval of Resolution #18-24

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

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CITY OF LAS VEGAS
RESOLUTION NUMBER 18-24

A RESOLUTION DONATING ONE 2005 FORD ECOLINE F350 VAN BELONGING TO THE CITY OF LAS VEGAS TO A NON PROFIT 501C3, COLLINS LAKE AUTISM RANCH AND DIRECTING THE CITY OF LAS VEGAS SENIOR CENTER TO DONATE SAID PROPERTY TO THE COLLINS LAKE AUTISM RANCH, MORA, NEW MEXICO.

WHEREAS, the City of Las Vegas wishes to donate to the Collins Lake Autism Ranch, described as follows:

1. 2005 Eco line F350 Van VIN # IFBSS31LD5HB30709

WHEREAS, the following described item is property, which is excess and not needed for any essential government function, it is no longer being used by the City of Las Vegas Senior Center Department.

WHEREAS, when this property is donated to another agency, it shall be understood that the property listed above may or may not meet current standards. The City of Las Vegas shall not be responsible for any cost associated with bringing said vehicle up to standards, and the City of Las Vegas shall be released from any liability associated with this vehicle.

WHEREAS, the receiving non-profit 501c3 agency accepts this vehicle on an "AS IS" basis, and accepts any and all costs associated with bringing said vehicle up to standards prior to placing vehicle in to service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that the above described item belonging to the City of Las Vegas Senior Center Department is hereby declared excess property and not needed for any City purpose of function and that said property should be donated.

PASSED, APPROVED AND ADOPTED this _____day of _____2018.

CITY OF LAS VEGAS:

_____

TONITA GURULE-GIRON, MAYOR

ATTEST:

_____

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only

_____

City of Las Vegas Attorney

COLLINS LAKE RANCH

April 26, 2018

Hi Wanda,

Collins Lake Autism Center (dba, Collins Lake Ranch), is a 501 (c) 3 corporation that provides services to adults and teens with autism and other developmental disabilities. We currently have 5 adults that live at the Ranch and three other clients that we serve with day services. It is very important that we get our clients out into the community as much as possible. We currently have a small mini-van that we use for transportation, as well as our staff vehicles from time-to-time. We are looking for a larger van to meet our growing needs and would truly appreciate the donation of your vehicle. This will allow us to get the whole group out without having to rely on our staff's vehicles.

You can learn more about us at our website, www.CollinsLakeRanch.org. I can be reached most easily by phone at 281-630-0827.

Thank you for considering our organization.

Please contact me if you have any questions.

Sincerely,

Steve Smaby

254 Encinal Road
P.O. Box 472
Cleveland, NM 87715

PHONE 575-387-5089
FAX 575-387-5089
EMAIL collinslakeranch@gmail.com
WEB SITE www.collinslakeranch.org

By KLN 5/31/2018

OFFICE OF THE STATE AUDITOR
FLOWCHART OF ALLOWABLE METHODS OF PROPERTY DISPOSITION
SECTION 13-6-1, NMSA 1978

DISPOSITION OF TANGIBLE PERSONAL PROPERTY WITH A CURRENT RESALE VALUE OF $5,000 OR LESS			
ALLOWABLE METHODS OF DISPOSITION			DISALLOWED METHODS
(1)	(2)	(3)	
13-6-1(D) and (E)	13-6-1 (F)	13-6-1 (G) & (H)	13-6-1 (I)
By negotiated sale to any governmental unit of an Indian nation, tribe or pueblo in New Mexico	If unable to dispose of the property pursuant to Subsection D or E above, the governing authority may…	If unable to dispose of the property pursuant to Subsections D, E or F the governing authority may…	No tangible personal property shall be donated to an employee or relative of an employee of a state agency, local public body, school district or state educational institution
By negotiated sale <u>or</u> donation to: other state agencies, local public bodies, school districts, state educational institutions or municipalities	Sell (or if the property has no value, donate) the property to any 501(c)(3) organization	Order that the property be destroyed or otherwise permanently disposed of in accordance with applicable laws.	Note that nothing in the statute allows property to be disposed of by donation to a governmental agency outside the State of New Mexico.
Through the central purchasing office of the governing authority **by competitive sealed bid or public auction**		If the property contains hazardous materials and cannot be used safely under any circumstances, the property shall be destroyed and disposed of in accordance with applicable laws.	
If a state agency, through GSD federal property assistance bureau (first right of refusal 13-6-1(E))			

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/30/18 **DEPT: PUBLIC WORKS** **MEETING DATE: 06/20/18**

ITEM/TOPIC: *Resolution No. 18-25 assuring the availability of matching funds for participation in the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) ; for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along Keen Street from Grant Street to West National Avenue as well as West National Avenue from Keen Street to South Pacific Avenue. Total Project cost = $253,980.00, State match = $190,485.00, City share = $63,485.00.*

ACTION REQUESTED OF COUNCIL: *Approval/ Disapproval of Resolution No. 18-25*

BACKGROUND/RATIONALE: *As part of the cooperative agreement submittal criteria for the New Mexico Department of Transportation Cooperative Agreement (COOP), it is required that a Resolution of Support from the Local Governing Body assuring matching funding availability accompany cooperative agreement. In complying with this criteria, staff is requesting that this Resolution be approved for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Various Entity Streets along Keen Street from Grant Street to West National Avenue, as well as West National Avenue from Keen Street to South Pacific Avenue, for (COOP) program agreement submittal 2018/2019. Budgetary provisions will be made in the Public Works budget during the 2018/2019 fiscal year.*

STAFF RECOMMENDATION: *Approve Resolution.*

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON MAYOR
MAYOR

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

CITY ATTORNEY
(CONTRACTS MUST BE REVIEWED)

PURCHASING AGENT (For Bid/RFP Award)

CITY OF LAS VEGAS, NM
RESOLUTION N0.18-25

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement(COOP) SP-4-19-(957) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for Keen Street from Grant Street to West National Avenue.

WHEREAS, the cost of the program stated in this resolution is Two Hundred Fifty Three Thousand Nine Hundred Eighty Dollars, ($253,980.00); and

WHEREAS, the City of Las Vegas' Governing Body has declared improvements are needed to Keen Street and West National Avenue a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this Cooperative Agreement for funding to accomplish the work; and

WHEREAS, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Cooperative Agreement (COOP) program SP-4-19-(957) and will budget $63,495.00 which is 25% of total cost of project of $253,980.00.

NOW, THEREFORE, BE IT RESOLVED by the local governing body of the City of Las Vegas that the Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation.

PASSED, APPROVED, AND ADOPTED this _____ day of June, 2018.

CITY OF LAS VEGAS

_____
TONITA GURULE-GIRON
MAYOR

ATTEST:

_____
CASSANDRA FRESQUEZ, CITY CLERK

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/30/18 **DEPT: PUBLIC WORKS** **MEETING DATE: 06/20/18**

ITEM/TOPIC: *Resolution No. 18-26 the City of Las Vegas is interested in applying for the Local Government Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 for our FY 2018/2019 Project No. SP-4-19(957) and Control No. L400397 is as follows:*

ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No.18-26*

BACK GROUND/RATIONALE: *As part of the Cooperative Agreement submittal criteria for the New Mexico Department of Transportation, it is required that a Resolution of support from our Local Governing Body. In complying with this criteria, staff is requesting that this Resolution be approved for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction to Keen Street from Grant Street to West National Avenue, and West National from Keen St. to South Pacific Avenue for (COOP) program agreement submittal 2018/2019.*

STAFF RECOMMENDATION: Approve Resolution.

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULE-GIRON
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

STATE OF NEW MEXICO
CITY OF LAS VEGAS
Resolution #18-26

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTRED BY New Mexico DEPARTMENT OF TRANSPORTATION

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into a Municipal Cooperative Agreement;

WHEREAS; the total cost of the project will be $253.980.00 with funding from NMDOT and $63,495.00 from the City of Las Vegas;

WHEREAS; the share amount from NMDOT shall be 75% or $190,485.00;

WHEREAS; the City of Las Vegas' proportional matching share shall be 25% or $63.495.00 if a "Hardship" for "Match Waiver" is not deemed to be present by the Department of Finance and Administration and the NMDOT;

WHEREAS; the total project cost is $253,980.00;

WHEREAS; the City of Las Vegas shall pay all costs, which exceed the total amount of $190,485.00;

WHEREAS; the City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities" in need of "Hardship";

WHEREAS; the City of Las Vegas requests participation in this Match Waiver Program in the amount of $63,495.00 to acquire funds;

WHEREAS; the project for this Municipal Cooperative Agreement program is to be adopted and has a priority standing for the proportional match waiver toward completion of the project.

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into the Municipal Cooperative Agreement Project Number SP-4-19(957), Control Number L400397, with the New Mexico Department of Transportation's FY19 Local Government Road Fund (LGRF) Project, for the plan, design, construction, and construction management for Keen Street and West National within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS_____ DAY OF JUNE, 2018.

CITY OF LAS VEGAS

ATTEST:

_____

TONITA GURULE-GIRON
MAYOR

_____

Casandra Fresquez, City Clerk

OLD TRAILS, NEW ADVENTURES.

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

May 31, 2018

Mr. John Herrera
New Mexico Department of Transportation
District 4 Office
Las Vegas, NM 87701

Dear Mr. Herrera,

The City of Las Vegas is interested in applying for the Local Government Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 For our FY 2018/2019 Project No.SP-4-19(957) and Control No. L400397 is as follows:

Total Project: $253,980.00

State Share: $190,485.00

City of Las Vegas: $63,495.00

We have included a Resolution for analysis by the Department of Finance and Administration in consideration of this Match Waiver request.

If you have any questions please contact me at 505-426-3295.

Sincerely,

Ann Marie Gallegos
Interim City Manager

Regular or Special
CITY COUNCIL MEETING AGENDA REQUEST

DATE: June 8, 2018 DEPT: Community Development MEETING DATE: June 20, 2018

ITEM/TOPIC: Resolution 18-27 of the Governing Body authorizing the application submission of a New Mexico Community Development Block Grant Program to the Department of Finance and Administration and authorizing the Mayor of the City of Las Vegas as the authorized Chief Executive Officer and Authorized Representative to participate in the Community Development Block Grant (CDBG) program.

ACTION REQUESTED OF COUNCIL: Approval/Disapproval to authorize the application submission of a New Mexico Community Development Block Grant Program to the Department of Finance and Administration.

BACKGROUND/RATIONALE: The City of Las Vegas is applying for the 2018 CDBG grant and has met all criteria year to date to include, threshold compliance, attending the application workshop, Low to Moderate Income (LMI) methodology approval, and LMI calculation including four publicly posted public hearings to qualify for submission of the grant application.

The 2018 CDBG grant application will be for Street and Draining improvements for Hot Springs Blvd. to Mora Street to Bernalillo Street to provide adequate services to the residents of Las Vegas, NM and is requesting that the Governing Body approve submission of the grant application that is due on June 22, 2018.

STAFF RECOMMENDATION: Approve the submission of the CDBG application submission.

COMMITTEE RECOMMENDATION: N/A

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

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

Revised 1/3/18

RESOLUTION NO. 18-27

A RESOLUTION OF THE COUNCIL OF CITY OF LAS VEGAS, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY OF LAS VEGAS CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY OF LAS VEGAS PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within City of Las Vegas for neighborhood improvement projects in several low and moderate income neighborhoods, and the City of Las Vegas desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the City has held (4) Four public hearings for public input and comment on March 27, 2018 at 10:00 a.m. and 5:00 p.m. and March 28, 2018 at 10:00 a.m. and 5:00 p.m. prior to the 2018 application process; and

WHEREAS, the Council finds that there is a significant need to undertake the 2018 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street to provide adequate services to the community; and

WHEREAS, the Council determines that the 2018 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street meets the requirements of the Community Development Block Grant Program.

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

1. The City of Las Vegas is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division (DFA) for the 2018 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street;

2. That the Council directs and designates the Mayor as the City of Las Vega's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City of Las Vega's participation in the New Mexico Community Development Block Grant Program;

3. The City of Las Vegas officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution;

4. That the full application amount the City is requesting will be for ($750,000.00) from DFA and the Phase I project cost of three phases is estimated at ($665,971.35);

5. That it further be stated, that the City of Las Vegas is committing a Match of 10% which is $75,000 to carry out the 2018 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street for this 2018 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street;.

PASSED, ADOPTED AND APPROVED this___day of_____, 2018.

_____
Signature, Chief Elected Official

_____
Applicant Entity (County or Municipality)

_____
Name (Typed or Printed)

_____
Title Date

SWORN TO AND SUBSCRIBED
Before me on this_____day
Of_____, 20____

Notary Public

_____

My commission expires

_____

Place Seal Here

SUSANA MARTINEZ
GOVERNOR

RICK LOPEZ
DIRECTOR

DUFFY RODRIGUEZ
CABINET SECRETARY

JOLENE SLOWEN
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 9, 2018

Anne Marie Gallegos
Interim City Manager, City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

Re: Approval for Low to Moderate (LMI) Survey

Dear City Manager Anne Marie Gallegos,

Congratulations, the LMI survey submitted on May 2, 2018 by the City of Las Vegas has been reviewed and approved by the Department of Finance and Administration (DFA), Local Government Division (LGD). As you know this is a major component in our 2018 Community Development Block Grant (CDBG) application eligibility process.

The LMI survey included 51 responses covering 55 households which met the required sample size. Therefore, it has been determined that the City's proposed Street and Drainage Improvements project will potentially benefit 79.18% low to moderate income residents. Additionally, the survey results meet the national CDBG funding objective by the Department of Housing and Urban Development (HUD).

We look forward to working with you on this exciting project application. The application deadline for CDBG infrastructure grants is June 22, 2018. If you have any questions call me at 505-827-8060.

Sincerely,

Stephen Weinkauf
Community Development Project Manager

Cc: Scott Wright, DFA/LGD Community Development Bureau Chief
Lisa Campbell, Grant Specialist

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/30/18 **DEPT:** Utilities **MEETING DATE:** 06/20/18

ITEM/TOPIC: Award request for bid #2018-18 for the North Grand Waterline project to Hays Plumbing & Heating, Inc.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award RFB # 2018-18 to Hays Plumbing & Heating, Inc.

BACKGROUND/RATIONALE: This project includes construction of three segments of water lines and elimination of dead end lines on North Grand Avenue in the vicinity of City Hall.

Advertised:	03/21/2018 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening:	April 25, 2018
Number of Bidders:	4 – Adame Construction, Inc.; DUB-L-EE Construction; Hays Plumbing & Heating, Inc.; New Image Construction, Inc.
Amount:	$267,660.00
Funding Source:	City and SRF-3623
Budget Line Item:	646-0000-650-8780

STAFF RECOMMENDATION: Approval to award RFB #2018-18 to Hays Plumbing & Heating, Inc.

COMMITTEE RECOMMENDATION: This item was discussed at the regular meeting of the Utility Advisory Committee on June 12, 2018. 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

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

Revised 1/3/18

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: North Grand Waterline
PROJECT NUMBER: UT-WID-NGW-2016
PROJECT MANAGER: Marvin Cordova

ENGINEER: MolzinCorbin
CONTRACT NUMBER: 3329-17

PROJECT DESCRIPTION: Construct three segments of new water lines to loop existing water lines and eliminate dead ends on North Grand Avenue in the vicinity of City Hall.

TIMELINE: May 18-Nov 18

ACTION: Approve Resolution to accept funding from NMFA for SRF 3623

Planned FUNDING SOURCES		ESTIMATED EXPENDITURES		EXPENDED to date		Est. BAL to Expend in '17/18	
City	$ 40,000	Design	$ 40,000	Design	$30,000	Design	$ 10,000
State	$354,000	Engr Services	$ 8,000	Engr Services	$ 0.00	Engr Services	$ 8,000
Federal	$0.00	Construction	$346,000	Const	$ 0.00	Construction	$ 346,000
Total Funds	$394,000	Total Estimated	$394,000	Total	$30,000	Total	$ 364,000

BUDGETED AMOUNT: $400,000 **LINE ITEM NUMBER:** 646-0000-650-8780

ACTION	DESCRIPTION	DATE
Funding Source	CITY and SRF 3623	
Loan/Grant/City	City $ 40,000 Grant $265,500 Loan $ 88,500 **Total $394,000**	
Authorized Resolution		n/a
RFB	2018-18	3/13/18
Engineering Services Agreement	Contract#3329-17	7/17
Engineering Estimate	Total Engineer's Estimate $268,448.70	
Bid Document Review	Bid #2018-18	3/25/18
Advertisement	**Las Vegas Optic, City Website, Albuquerque Journal**	
Bid Opening	City Hall	4/25/18
Bid Tabulation	Contractor: Hays Plumbing Amount: $290,132.20 Contractor: Adame Construction Inc. Amount: $229,664.69 N/R Contractor: Dub-L-EE LLC Amount: $331,400.51 Contractor: New image Construction Amount: N/R	5/1/18
Construction Estimate	Contractor Share $ $290,132.20 (Including NMGRT) City Share $ 0.00	
Engineer's Recommendation	Contractor: Hays Plumbing and Heating	
Staff Recommendation	Hays Plumbing and Heating	
Committee Recommendation		TBD
Council Approval		TBD
Notice To Proceed		TBD

5/30/2018 2:10 PM

NEW MEXICO
ENVIRONMENT DEPARTMENT

SUSANA MARTINEZ
Governor

JOHN A. SANCHEZ
Lt. Governor

121 Tijeras Ave NE, Suite 1000
Albuquerque, NM 87102
Phone (505) 222-9500 Fax (505) 222-9510
www.env.nm.gov

BUTCH TONGATE
Cabinet Secretary

J. C. BORREGO
Deputy Secretary

May 11, 2018

Marvin Cordova, Project Manger
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

RE: Recommendation of Award for the City of Las Vegas North Grand Avenue Waterline Improvements Project (NMFA 3623-DW)

Dear Mr. Cordova,

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) has reviewed the Bid Tabulation, Bid Evaluation and Consideration of Award letter dated April 27, 2018 for the referenced project which was prepared by Molzen Corbin. The CPB has also reviewed Hays Plumbing & Heating's bid submittal and required documents which were received on May 1, 2018.

The NMED CPB concurs with the decision to award the construction contract to Hays Plumbing & Heating in the bid amount of $267,660.00, plus NMGRT. This letter also serves as a RECOMMENDATION OF APPROVAL to the NMFA.

Please ensure I am notified when the Notice of Award has been issued and the Pre-Construction Meeting has been scheduled. Please contact me if you have any questions at (505) 222-9512 or andrea.telmo@state.nm.us.

Sincerely,

Andrea C. Telmo, PE
Project Manager
Construction Programs Bureau

cc: Maria Gilvarry, Utilities Director, City of Las Vegas
Todd Johansen, Senior Program Administrator, DWSRF, NMFA
Jonah Ruybalid, PE, Molzen Corbin
Clayton Ten Eyck, PE, Molzen Corbin

April 27, 2018

Mr. Marvin Cordova
Project Manager
City of Las Vegas
905 12th Street
Las Vegas, New Mexico 87701

RE: Information for Consideration of Award LVG175-22
North Grand Waterline Improvements

Dear Mr. Cordova:

The City of Las Vegas received four (4) Bids on April 25, 2018 for the North Grand Waterline Improvements 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 Adame Construction, Inc. in the amount of $211,876.00.00, excluding NMGRT. The total Bid including NMGRT is $229,664.69. However, Adame Construction Inc. submitted a non-responsive bid as they did not complete the following required forms (EPA XP-211, EPA XP-215, EPA XP-315, EPA 5700-49, EPA 6100-2, EPA 6100-3, EPA 6100-4, AIS DWSRF 314).

The lowest responsive bid was Hays Plumbing & Heating, Inc. in the amount of $267,660.00, excluding NMGRT. The total Bid including NMGRT is $290,132.20.

- Hay's Plumbing & Heating, Inc. is a registered Contractor in the State of New Mexico, active EL01, ES03, ES04, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98, with License No. 8243. We have verified this information with Contractor Listing Services, Inc. (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).

- 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, Inc., 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

BID EVALUATION SUMMARY

BID DATE: April 25, 2018 OWNER: City of Las Vegas
ENGINEER: Molzen-Corbin & Associates PROJECT: North Grand Waterline Improvements

	Adame Construction, Inc.	Hays Plumbing & Heating, Inc.	Dub-L-EE, LLC	New Image Construction, Inc.
Bid Signed?	Yes	Yes	Yes – Not notarized	Yes
Addendum No. 1 acknowledged?	No Addenda	No Addenda	No Addenda	No Addenda
Bid bond provided?	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	367697	8243	373895	366062
NMDOL Registration No.	002240420110516	002369720111209	1746820150218	03025920140321
Verification of Contractor's License and Classifications per NM Construction Industries	GF09, GS04	EL01, ES03, ES04, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98	GA02, GA03, GB98, GF08, GF09, MM98	GF09, GB98
Subcontractors Listed in Bid	No Subs	No Subs	No Subs	No Subs
Are subcontractors registered with NMDOL	n/a	n/a	n/a	n/a
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes	Yes
Verification of Bid Bond	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of $2,253,000.00	Insurers Indemnity Company NAIC# 43273 with the underwriting limitation of $1,712,000.00	Granite Re., Inc. NAIC# 26310 with the underwriting limitation of $2,253,000.00	Philadelphia Indemnity Insurance Company NAIC# 18058 with the underwriting limitation of $227,150,000.00
EPA XP-211	No	Yes	Yes	Yes
EPA XP-215	No	Yes	Yes	Yes
EPA XP-315	No	Yes	Yes	Yes
EPA 5700-49	No	Yes	Yes	Yes
EPA 6100-2	No	Yes	No	Yes
EPA 6100-3	No	Yes	No	Yes
EPA 6100-4	No	Yes	No	Yes
AIS DWSRF 314	No	Yes	Yes	Yes
Total Base Bid Amount excluding NMGRT	$211,876.00	$267,660.00	$305,730.51*	Bid sheet was not complete (Bid Items and Total Bid Amount left blank)
Resident Contractor Preference 5%	Yes	Yes	No	Yes
Resident Veteran Contractor Preference 10%	No	No	No	No
Amount with Preference applied	$201,282.20	$254,277.00	n/a	n/a
Bid Amount Correct?	Yes	Yes	* No – Total bid item amounts for Item #'s 1, 3, 4, 8 & 9 were miscalculated, resulting in a total bid amount difference of $1.36. Corrected total: $305,731.87.	n/a

NOTE: Verification with New Mexico Construction Industries per the Internet.

*** As corrected by Engineer due to Contractor's math error**

Bid Tabulation
North Grand Waterline Improvements
City of Las Vegas

Bid Opening: April 25, 2018 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate		Adame Construction, Inc.		Hayes Plumbing & Heating, Inc.		Dub-L-EE, LLC		New Image Construction, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	6-Inch PVC Water Line Including Trenching and Backfilling	LF	1,258	$32.00	$40,256.00	$22.00	$27,676.00	$20.00	$25,160.00	$54.69	* $68,800.02	**	**
2	8-Inch PVC Water Line Including Trenching and Backfilling	LF	600	$40.00	$24,000.00	$27.00	$16,200.00	$25.00	$15,000.00	$80.47	$48,282.00	**	**
3	6-Inch Gate Valve w/Box	EA	5	$2,000.00	$10,000.00	$1,500.00	$7,500.00	$1,850.00	$9,250.00	$4,594.43	* $22,972.15	**	**
4	8-Inch Gate Valve w/Box	EA	2	$2,200.00	$4,400.00	$1,500.00	$3,000.00	$2,375.00	$4,750.00	$4,641.77	* $9,283.54	**	**
5	PRV Station	LS	1	$30,000.00	$30,000.00	$11,000.00	$11,000.00	$44,000.00	$44,000.00	$38,325.27	$38,325.27	**	**
6	Connect to Existing Water Line	EA	7	$1,500.00	$10,500.00	$3,000.00	$21,000.00	$2,000.00	$14,000.00	$3,805.91	$26,641.37	**	**
7	Remove and Dispose of Existing Fire Hydrant	EA	1	$500.00	$500.00	$500.00	$500.00	$1,500.00	$1,500.00	$2,183.86	$2,183.86	**	**
8	Fire Hydrant Assembly, CIP	EA	2	$4,000.00	$8,000.00	$5,000.00	$10,000.00	$5,500.00	$11,000.00	$7,236.83	* $14,473.66	**	**
9	Asphalt Removal and Replacement	SY	1,000	$70.00	$70,000.00	$65.00	$65,000.00	$93.00	$93,000.00	$24.77	* $24,770.00	**	**
10	Relocation of Underground Utilities 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
11	Laboratory Testing Allowance	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
12	Pre-authorized Construction Changes	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
			Subtotal		**$247,656.00**		**$211,876.00**		**$267,660.00**		* **$305,731.87**		**
			Gross Receipts Tax @ 8.3958%		**$20,792.70**		**$17,788.69**		**$22,472.20**		**$25,668.64**		**
			TOTAL		**$268,448.70**		**$229,664.69**		**$290,132.20**		**$331,400.51**		**

For Ranking Purposes: Resident Contractor Pref. (5%):		Yes: 5%	$201,282.20	Yes: 5%	$254,277.00	No		Yes: 5%	**
For Ranking Purposes: Resident Veteran Contractor Pref. (10%, 8%, 7%):		No		No		No		No	
BID AMOUNT RANKING AFTER PREFERENCE:		#1		#2		#3		#4	

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an ((*))
Incomplete bid form is marked with an ((**))

Clayton H. Ten Eyck, P.E. Date

LVG140-11C

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 25-Apr-2018

TIME: 2:00 PM

OPENING NO.: **2018-18**

DEPARTMENT: **WATER DEPT**

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

ITEM(S): **NORTH GRAND WATER LINE PROJECT**

RECEIVED FROM:		AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
Adame Const., Inc	no/gt.	211,876.00		✓	✓	✓
SUB-L-EE Const.	06 gnt	305,730.51		✓	✓ not notarized	✓
Hays Plumbing/Heating, Inc.	no/gt.	207,060.00		✓	✓	✓
New Image Const, Inc		Non-responsive		✓	✓	✓

COMPANY REPRESENTATIVE	COMPANY NAME
Benito Lujan	LLV
Johnny Barragan	New Image Const
Emilio J Castañeda	Adame Const.
Sara Teston	Hays Plumbing & Heating, Inc
Travis Hern	CLV
Joseph Rupp	Molzen Corbin
[illegible]	CLV
[illegible]	CLV Purchasing
[illegible]	
[illegible]	CLV Inventory

(use other side of form when full)

IGINALS TAKEN BY CITY CLERK:

DATE: 4/25/18

OPENED BY: FINANCE DEPARTMENT

DATE: 4/25/2018

PIES TAKEN BY DEPT:

DATE: 4/25/18

MC 3/14/18
3/14/18

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., April 25, ***2018*** at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING: ~~PRE-QUALIFIED CONTRACTORS ONLY: PRE QUALIFICATIONS HELD JULY 6 2017.~~

NORTH GRAND WATER LINE PROJECT

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: North Grand Water Line Project, Opening No. 2018-18; 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,

INTERIM, CITY MANAGER

INTERIM, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

INTERIM, FINANCE DIRECTOR

HELEN VIGIL, PURCHASING OFFICER

Opening No. 2018- 18

Date Issued: March 13, 2018

Date Issued: Published:

Las Vegas Optic 3/21, 2018
City website: www.lasvegasnm.gov 3/21/2018
Albuquerque Journal 3/21/2018, 2018

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER ()_____

FAX NUMBER ()_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): *NORTH GRAND WATER LINE PROJECT* _____

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 TECHINCAL 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.

_____
Signature

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

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

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 April 25, ***2018*** 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 ___ ***2018.*** 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 of2006.

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 Four (4) 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 (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties 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.

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): NORTH GRAND WATER LINE PROJECT

A. _____ $ _____

B. _____ $ _____

C. _____ $ _____

D. _____ $ _____

E. _____ $ _____

F. _____ $ _____

G. _____ $ _____

F. _____ $ _____

G. _____ $ _____

H. _____ $ _____

I. _____ $ _____

J. _____ $ _____

K. _____ $ _____

L. _____ $ _____

NOTE: _____

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 FAMIL Y 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) ofContribution(s) _____

Nature ofContribution(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)

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

MEMORANDUM

TO: Helen Vigil, Purchasing Officer

FROM: Marvin Cordova, Project Manager

DATE: March 14, 2018

RE: RFB 2018-18 North Grand Water Line Project

Request for bids number 2018-18 for the North Grand Water Line Project was issued on March 13, 2018.

Upon preparing for publication an error was discovered in that the first page of the bid calls for pre qualified contractors only and pre qualifications held on July 6, 2017. This bid is not for pre qualified contractors only and pre qualifications were not held.

The bid has been modified to exclude this information and will be published as modified.

Helen Vigil, Purchasing Officer — Date 3/14/2018

Marvin Cordova, Project Manager — Date 3/14/18

XC: Ann Marie Gallegos, Interim City Manager
File

Adanc

BID

BID FORM

PROJECT IDENTIFICATION: North Grand Avenue Waterline Improvements

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:

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 shall 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	6-inch PVC Water Line, including Trenching and Backfilling	LF	1,258	$ 22.00	$ 27,676.00
2	8-inch PVC Water Line, including Trenching and Backfilling	LF	600	$ 27.00	$ 16,200.00
3	6-inch Gate Valve w/Box	EA	5	$ 1,500	$ 7,500.00
4	8-inch Gate Valve w/Box	EA	2	$ 1,500	$ 3,000.00
5	PRV Station	LS	1	$ 11,000.00	$ 11,000.00
6	Connect to Existing Water Line	EA	7	$ 3,000.00	$ 21,000.00
7	Remove and Dispose of Existing Fire Hydrant	EA	1	$ 500	$ 500.00
8	Fire Hydrant Assembly	EA	2	$ 5,000.00	$ 10,000.00
9	Asphalt Removal and Replacement	SY	1,000	$ 65.00	$ 65,000.00
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
12	Pre-Authorized Construction Changes	ALLOW	1	$ 20,000.00	$ 20,000.00

TOTAL BID AMOUNT W/O NMGRT $ 211,876.00

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause;

D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet;

E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters;

F. EPA Form XP-211: Bidder's Certification;

G. EPA Form XP-315: Davis Bacon Act Certification;

H. EPA Form 6100-3: DBE Subcontractor Performance Form (if DBE subcontractor Utilized);

I. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized);

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

K. AIS DWSRF 314 American Iron and Steel Certification.

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

Corporation Name: ADAME CONSTRUCTION INC (SEAL)

State of Incorporation: NEW MEXICO
Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Juan C Adame

Title: President
(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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Bidder's Business Address 10 Ideal Rd
Los Lunas NM 87031

Phone No. 505 573 0348 Fax No.

E-mail adomeconstnm@hotmail.es

SUBMITTED on April 25, 2018.

New Mexico Contractor's License Number 367697

License Classifications GF09 - GS04

New Mexico Department of Workforce Solutions Registration Number 00224042011 0516

Federal Identification Number (FEIN #) 27 0278286

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 April 25, 2018, 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 May 2018. 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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: 27-0278286

SOCIAL SECURITY NUMBER: 649-140818

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: ADAME CONSTRUCTION INC

AUTHORIZED AGENT: Juan C Adame

ADDRESS: 10 Edeal Rd

TELEPHONE NUMBER: (505) 573 0348

FAX NUMBER: ( ) N/A

DELIVERY:

STATE PURCHASING RESIDENT CERTIFICATION NO: L1182922288

NEW MEXICO CONTRACTORS LICENSE NO. 367697

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 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.

Signature

Subscribed and sworn to before me, this 24th day of April, 2018.

(SEAL)

Notary Public Signature

My Commission Expires: 7-19-2021

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"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: [signature] Date: 04/25/2018

Title (Position): President

-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) _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

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.
PO Box 1358
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 N. Grand Avenue
Las Vegas, NM 87701

2:04 pm

BID
Bid Due Date: April 25, 2018
Description *(Project Name and Include Location)*: North Grand Avenue Waterline Improvements Las Vegas, NM

BOND
Bond Number: BID
Date *(Not later than Bid due date)*: April 25, 2018
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	**SURETY**
Adame Construction, Inc. (Seal)	Granite Re, Inc. (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Juan C. Adame	Susan J. Vance
Print Name	Print Name
President	Attorney-In-Fact
Title	Title
Attest: Signature	Attest: Signature
Notary	Witness
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.

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; JOSEPH A. MENICUCCI its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE; JOSEPH A. MENICUCCI may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 20th day of July, 2017.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kyle P. McDonald, Treasurer

On this 20th day of July, 2017, 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, 2021
Commission #: 01013257

KATHLEEN L. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

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 25th day of April, 2018.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

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, 2003 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.

Dianna J. Duran
Secretary of State

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

ADAME CONSTRUCTION, INC

LICENSE NUMBER

367697

EXPIRES

11/30/2019

Qualifying Party(S)

ADAME JUAN

CLASSIFICATION(S)

GF03, GS04

DIRECTOR

TAXATION & REVENUE NEW MEXICO

Audit & Compliance Division
Albuquerque District

Susana Martinez
Governor

Demesia Padilla, CPA
Cabinet Secretary

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	IDENTIFICATION NUMBER	Business Start Date
30-Jul-2010	03-194703-00-4	27-Jul-2010
Business Location: 10 EDEAL RD		Business End Date
City and State: LOS LUNAS, NM		Zip Code: 87031-6704
Taxpayer Name: ADAME CONSTRUCTION INC		Taxpayer Type: Corporation
Firm Name: ADAME CONSTRUCTION INC		Filing Frequency: Monthly
Mailing Address: 13 BONITA VISTA BLVD		
City and State: LOS LUNAS, NM		Zip Code: 87031-7810

Form Revised 02/2003

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

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
30-Jul-2010	03-194703-00-4	27-Jul-2010
Business Location: 10 EDEAL RD		Business End Date
City and State: LOS LUNAS, NM		Zip Code: 87031-6704
Taxpayer Name: ADAME CONSTRUCTION INC		Taxpayer Type: Corporation
Firm Name: ADAME CONSTRUCTION INC		Filing Frequency: Monthly
Mailing Address: 13 BONITA VISTA BLVD		
City and State: LOS LUNAS, NM		Zip Code: 87031-7810

Form Revised 02/2003

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

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

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: 00224042011051 6**

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

Adame Construction Inc.
P.O. Box 1358
Los Lunas, NM 87031

10 Edeal Rd
Los Lunas, NM 87031
C: (505) 573-0348
E: adameconstnm@hotmail.es License# 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. Any questions call superintendent.

Mike Rocco (505) 400-7520
New Image Construction
Chimayo NM 6" water line $350,000 job completed in 2009
Ribera NM
Robert Manzanares (505) 944-6773

.....

Samcon Construction
Lordburg NM 6" and 10" pvc water line, contract price $250,000 to $400,000
Job completed in 2009
Chuch Martinez (505) 271-2025

.....

AUI Inc
Angel Fire 6" water line $288,000
Job completed in 2010
Marshall Vickers (505) 975-7000

.....

YAH-TA-HEY Water and Sanitation
Water system improvements 6" water line $605,000
Marshall Vickers (505) 975-7000

P.O. Box 1358
Los Lunas, NM 87031

10 Edeal Rd
Los Lunas, NM 87031
C: (505) 573-0348
E: adameconstnm@hotmail.es License# 367697

Work-Contract Experience

Samcon Construction
Carlsbad NM 8" water line $75,000
Job completed 2011
Chuck Martinez (505) 271-2025
Hobbs NM

.....

Todd Randall City Engineer (575) 397-9237
8" sewer line and 1" water services $140,000
Job completed in 2012
Santa Fe NM

.....

High School track & field
Lone Mountain Contracting Inc.
Storm sewer line 36", 42" and 48" $80,000
Job completed in 2012
Son or Tiffany Gutierrez General superintendent (505) 869-2996

.....

City of Roswell NM
8" sewer 4" service 4' MH $165,700
Job completed in 2012
Luis Najar City Engineer (575) 910-6477
Pueblo of Cochiti

Adame Construction Inc.
P.O. Box 1358
Los Lunas, NM 87031

10 Edeal Rd
Los Lunas, NM 87031
C: (505) 573-0348
E: adameconstnm@hotmail.es License# 367697

Work-Contract Experience

Sewer main, sewer service line & water service line
6" & 8" sewer line $48,000
Job completed in 2013
Leonard Brown Engineer (505) 946-9582 and (505) 870-0497

Remove, replacement and install of 207 meters $350,000
Water meter replacement Project 02/04/2014
Eagle Nest NM
Cody Sipes Engineer (505) 649-7307

6" and 8" PVC ¾" water services 14" casing $438,837
Nogal Mutual Domestic Water Consumers Association (MDWCA) Nogal NM
Completed in 04/04/2015
Eddie C. Livingston, MSCE, P.E. Dennis Engineer (505) 430-8588

Nogal, New Mexico Water System Improvements
Along US Highway 64 NM 58 to 6
8" water line ¾ water services
Job completed 11/10/2015 $730,000
Robert AS. Echol, Jr., P.E. Engineer (505) 327-3303

Adame Construction Inc.
P.O. Box 1358
Los Lunas, NM 87031

10 Edeal Rd
Los Lunas, NM 87031
C: (505) 573-0348
E: adameconstnm@hotmail.es License# 367697

Work-Contract Experience

Village of Tijeras, NM
12" water line 8" water line ¾ water services Fire hydrants
Completed 03/17/2016 $750,000
Scout Mendenhall, P.E. Molzen Corbin Engineers (505) 242-5700

.....

City of Roswell, NM
Manhole Improvements Sewer main, Manhole bypass improvements
Completed 7/12/2016 $60,000 Luis Najar Engineer

.....

Aztec, New Mexico water system improvements
Hampton Arroyo Crossing 12" water main
Job completed 6/1/16 Inspector Rudy Zohnie (505) 334-7680 $ 46,000

.....

City of Roswell, NM
Install Butterfly Valve on 48" CCP waterline $86,000
Remove and repair 48" CCP main line
Job Completed 7/12/2016 $113,000 Luis Najar (575) 910-6477

.....

Gameco, NM Water System Improvements
Along US Highway 64 NM 58 to 60
8" waterline and ¾ water services
Job completed 10/12/2016 Edward Gonzalez (505) 870-0497 $520,000

Adame Construction Inc.
P.O. Box 1358
Los Lunas, NM 87031

10 Edeal Rd
Los Lunas, NM 87031
C: (505) 573-0348
E: adameconstnm@hotmail.es License# 367697

Work-Contract Experience

Village of Chimayo NM
8" waterline, 3/4 " water services, fire hydrants, water main tie ins, Arroyo Crossing directional 12" bore
Completed 12/17/2016 $620,000
Molzen Corbin Engineers (505) 242-5700

.....

Village of Santa Clars, NM
8" waterline ¾ water services, fire hydrants, water main tie ins, Arroyo Crossings and major tank line tie ins.
Completed 3/17/2017 $456,618.11 Inspector Pete Torres (575) 313-5551

.....

City of Gallup, NM
16" Waterline renewal and replacement
Job completed 4/17/2017 $789,484.40 City of Gallup Purchasing
Engineers DePaulie Engineering Marcos (505)863-5440

.....

City of Gallup Emergency Waterline Break
Job Completed 4/6/2017 $75,000
City of Gallup Purchasing Francis Rodriguez (505) 863-1334

.....

Village of Nogal change order
Job completed 4/17/2017 $34,000
Dennis Engineering (505) 430-8588

Adame Construction Inc.
P.O. Box 1358
Los Lunas, NM 87031

10 Edeal Rd
Los Lunas, NM 87031
C: (505) 573-0348
E: adameconstnm@hotmail.es License# 367697

Work-Contract Experience

Village of Questa, NM
Sewer main line replacement and sewer manholes
Started 4/3/2017 60 days to completion $405,000
Village of Questa Inspectors

.....

Village of Nogal, NM
Change order $50,000
Livingston Engineering

.....

DUb-L-EE

BID

BID FORM

PROJECT IDENTIFICATION: North Grand Avenue Waterline Improvements

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:

Addendum No.	Addendum Date
N/A	N/A

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 shall 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	6-inch PVC Water Line, including Trenching and Backfilling	LF	1,258	$ 54.69	$ 68,793.72
2	8-inch PVC Water Line, including Trenching and Backfilling	LF	600	$ 80.47	$ 48,282.53
3	6-inch Gate Valve w/Box	EA	5	$ 4,594.43	$ 22,972.14
4	8-inch Gate Valve w/Box	EA	2	$ 4,641.77	$ 9,283.55
5	PRV Station	LS	1	$ 38,325.27	$ 38,325.27
6	Connect to Existing Water Line	EA	7	$ 3,805.91	$ 26,641.37
7	Remove and Dispose of Existing Fire Hydrant	EA	1	$ 2,183.86	$ 2,183.86
8	Fire Hydrant Assembly	EA	2	$ 7,236.83	$ 14,473.65
9	Asphalt Removal and Replacement	SY	1,000	$ 24.77	$ 24,774.36
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
12	Pre-Authorized Construction Changes	ALLOW	1	$ 20,000.00	$ 20,000.00

TOTAL BID AMOUNT W/O NMGRT $ 305,730.51

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause;

D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet;

E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters;

F. EPA Form XP-211: Bidder's Certification;

G. EPA Form XP-315: Davis Bacon Act Certification;

H. EPA Form 6100-3: DBE Subcontractor Performance Form (if DBE subcontractor Utilized);

I. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized);

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

K. AIS DWSRF 314 American Iron and Steel Certification.

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

Corporation Name: DUB-L-EE, 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): Eddie Saiz

Title: President
(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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Bidder's Business Address 98 Hwy 66 East Albuquerque, NM 87123

Phone No. (505) 292-1684 Fax No. (505) 717-2599

E-mail esaiz@dubl-ee.com

SUBMITTED on May 25, 2018.

New Mexico Contractor's License Number 373895

License Classifications GA02, GA03, GB98, GF08, GF09, MM98

New Mexico Department of Workforce Solutions Registration Number 17468201502 18

Federal Identification Number (FEIN #) 45-4953530

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 April 25. 2018 , 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 **May 2018 .** 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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: 45-4953530

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): 03-241348-00-3

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: DUB-L-EE, LLC

AUTHORIZED AGENT: _____

ADDRESS: 98 Hwy 66 East Albuquerque, NM 87123

TELEPHONE NUMBER: (505) 292-1684

FAX NUMBER: (505) 717-2599

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: _____

NEW MEXICO CONTRACTORS LICENSE NO. 373895

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: _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"**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.

_____ 4-24-18
Signature Date

President
Title (Position)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BID BOND

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
DUB-L-EE, LLC
98 Highway 66E
Albuquerque, NM 87123-9587

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

BID
Bid Due Date: April 25, 2018
Description *(Project Name and Include Location)*: North Grand Avenue Waterline Improvements Las Vegas, NM

BOND
Bond Number: BID
Date *(Not later than Bid due date)*: April 25, 2018
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
DUB-L-EE, LLC (Seal)
Bidder's Name and Corporate Seal

By: Signature

Eddie Saiz Sr.
Print Name

Managing Member
Title

Attest: Signature

VP
Title

SURETY
Granite Re, Inc. (Seal)
Surety's Name and Corporate Seal

By: Signature (Attach Power of Attorney)

Susan J. Vance
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.

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; JOSEPH A. MENICUCCI its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE; JOSEPH A. MENICUCCI may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 20th day of July, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 20th day of July, 2017, 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, 2021
Commission #: 01013257

KATHLEEN E. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

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 25th day of April, 20 18.

GRANITE RE, INC. CORPORATE SEAL OKLAHOMA

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

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 NO Quotes Received / NO Subs

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:

_____ Date:_____

Duplicate, complete, and submit additional sheets as required.

AGREEMENT

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the City of Las Vegas ("Owner") and DUB-L-EE, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of approximately 1,850 feet of 6-inch and 8-inch waterline, gate valves, one pressure reducing valve, asphalt pavement removal and replacement, and reclamation seeding.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

North Grand Avenue Waterline Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Molzen-Corbin & Associates, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

OTHER INSURANCE CERTIFICATE/POLICY REQUIREMENTS

Owner's Protective Liability Insurance:

Certificate before execution of Agreement
Policy before beginning work

Builder's All-Risk Insurances

Certificate before execution of Agreement

See Owner's Supplemental Conditions for other conditions regarding insurance, certificates, insureds, and other provisions.

See Information for Bidders for requirement to pay for review(s) of resubmittal of insurance certificates and/or bonds.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)	
Surety Agency or Broker:	**Owner's Representative** (*Engineer or other party*): Molzen Corbin 2701 Miles Road, SE Albuquerque, New Mexico 87106 (505) 242-5700

PAYMENT BOND

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*)

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)	
Surety Agency or Broker:	**Owner's Representative** (*Engineer or other party*): Molzen Corbin 2701 Miles Road, SE Albuquerque, New Mexico 87106 (505) 242-5700

Hays

BID FORM

PROJECT IDENTIFICATION: North Grand Avenue Waterline Improvements

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:

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 shall 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	6-inch PVC Water Line, including Trenching and Backfilling	LF	1,258	$ 20.00	$ 25,160.00
2	8-inch PVC Water Line, including Trenching and Backfilling	LF	600	$ 25.00	$ 15,000.00
3	6-inch Gate Valve w/Box	EA	5	$ 1,850.00	$ 9,250.00
4	8-inch Gate Valve w/Box	EA	2	$ 2,375.00	$ 4,750.00
5	PRV Station	LS	1	$ 44,000.00	$ 44,000.00
6	Connect to Existing Water Line	EA	7	$ 2,000.00	$ 14,000.00
7	Remove and Dispose of Existing Fire Hydrant	EA	1	$ 1,500.00	$ 1,500.00
8	Fire Hydrant Assembly	EA	2	$ 5,500.00	$ 11,000.00
9	Asphalt Removal and Replacement	SY	1,000	$ 93.00	$ 93,000.00
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
12	Pre-Authorized Construction Changes	ALLOW	1	$ 20,000.00	$ 20,000.00

TOTAL BID AMOUNT W/O NMGRT $ 267,660.00

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause;

D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet;

E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters;

F. EPA Form XP-211: Bidder's Certification;

G. EPA Form XP-315: Davis Bacon Act Certification;

H. EPA Form 6100-3: DBE Subcontractor Performance Form (if DBE subcontractor Utilized);

I. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized);

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

INSURORS
INDEMNITY COMPANY

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-268

BID BOND
(NEW MEXICO)

Bond No. CNB-31389-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Hays Plumbing & Heating, Inc, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Veags, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amound Bid Dollars ($ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for
North Grand Avenue Waterline Improvements,Appoximately 1,860 feet of waterline, gate valves, one pressure reducing

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

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

SIGNED, SEALED AND DATED this 25th day of April, 2018.

Principal:
Hays Plumbing & Heating, Inc
(Seal)
By: Gordon Hays
(title)

Surety:
INSURORS INDEMNITY COMPANY
(Seal)
By: Maria Y. Ankeny
Maria Y. Ankeny, Attorney-in-Fact

INSURORS

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

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

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

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

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: Number: CNB-31389-00

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

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

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

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

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman, Secretary

By: Dave E. Talbert, President

State of Texas
County of McLennan

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

Notary Public, State of Texas

Sherri Carnes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223589-7

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

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

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

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

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 25th day of April, 2018.

Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

K. AIS DWSRF 314 American Iron and Steel Certification.

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

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

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): General Business

By: Gordon Hays

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Gordon Hays

Title: President

(CORPORATE SEAL)

Attest Regina E Hernan

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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

HAYS PLUMBING & HEATING, INC.
600 Railroad Avenue
Las Vegas, NM 87701

Agreement of Shareholders
In Lieu of Annual Meeting

The undersigned, being all of the shareholders of Hays Plumbing & Heating, Inc., waive notice of this meeting and agree that the following is the action of the shareholders taken on 01-08-2018, in lieu of an annual meeting.

1. The Corporation has, during the year preceding this meeting, engaged in its lawful activities, and the acts and conduct of the officers and directors of the Corporation during the preceding year are expressly ratified and approved.

2. It was agreed that the following persons would as directors of the Corporation until the next meeting of the shareholders, the resignation of such directors, or their removal from office.

   A. Gordon Hays — President

   B. Jason Dale — Vice President

   C. Donna Hays — Secretary

   D. Tonda Dale — Treasurer

3. The shareholders agree that the following individuals are authorized to sign contracts, legal and other documents required in the process of conducting regular business:

   A. Gordon Hays — President

   B. Jason Dale — Vice President

4. The effective date hereof shall be 01-08-2018.

The directors shall remain in office until 01-07-2019, or until their resignation or removal from office.

Gordon Hays, President

Jason Dale, Vice President

Donna K. Hays, Secretary

Tonda Dale, Treasurer

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 April 25, 20 18 .

New Mexico Contractor's License Number 8243

License Classifications EL01, ES03, ES04, ES05, ES06, GA01, GB98, GF02, GF03, GF04, GF05, GF09, GF98, MM98

New Mexico Department of Workforce Solutions Registration Number 002369720111209

Federal Identification Number (FEIN #) 85 01 68958

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Hays Plumbing & Heating, Inc.

600 RAILROAD AVE

LAS VEGAS, NM, 87701-4531

has registered with the Department of Workforce Solutions

Registration Date: 1/10/2017 **Registration Number: 002369720111209**

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

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

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

HAYS PLUMBING & HEATING INC

LICENSE NUMBER

8243

EXPIRES

08/31/2018

Qualifying Party(S)

HAYS RANDY
HAYS RANDY
DALE JASON OLE
HAYS HOWARD L.

CLASSIFICATION(S)

ES01, ES03, ES04, ES05
ES06, GA01, GB98, GF02
GF03, GF04, GF05, GF09
GF98, MM98

DIRECTOR

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

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 April 25, 2018, 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 **May 2018.** 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 01 68958

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: Hays Plumbing & Heating, Inc.

AUTHORIZED AGENT: Gordon Hays

ADDRESS: 600 Railroad Ave. Las Vegas, NM 87701

TELEPHONE NUMBER: (505) 425-7535

FAX NUMBER: (505) 454-0202

DELIVERY: 600 Railroad Ave. Las Vegas, NM 87701

STATE PURCHASING RESIDENT CERTIFICATION NO: L0253274432

NEW MEXICO CONTRACTORS LICENSE NO. 8243

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, 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 25 day of April, 2018.

(SEAL)

Sara Teston
Notary Public Signature

Official Seal
SARA TESTON
Notary Public
State of New Mexico
My Commission Expires 9-6-21

My Commission Expires: 09-06-2021

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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: **14-Feb-2021**

Certificate Number:

L0517511984

John Monforte, *Acting 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 ($250.00) 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"**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.

Gordon Hays 04-25-2018
Signature Date

President
Title (Position)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 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 _____

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:

Gordon Hay _____ Date: 04-25-2018

Duplicate, complete, and submit additional sheets as required.

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4
8. American Iron and Steel Certification AIS DWSRF 314

Form to be provided with every construction pay application:

8. XP-214 Labor Standards Certification

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name North Grand Avenue Project Number 2018-18
Contract For Waterline Improvements

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

( ) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

( ) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

(✓) I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.

(✓) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

( ) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Gordon Hays, President

Signature of Bidder's Authorized Representative Gordon Hays Date 04-25-2018

Hays Plumbing & Heating, Inc. 600 Railroad Ave. Las Vegas, NM 87701
Name & Address of Bidder

XP-215 MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes ✓ No___

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes___ No ✓

   If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No ✓

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes ✓ No___

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes___ No ✓

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No ✓

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes___ No ✓

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes ✓ No___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

Albuquerque Journal, advertisement published on 04/06/2018. See attached.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes___ No ✓

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

$ 267,660.00

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction ($)	____%, Equipment ($)	____%, Supplies ($)	____%, Services ($)	____%
WBE:	Construction ($)	____%, Equipment ($)	____%, Supplies ($)	____%, Services ($)	____%
SBRA:	Construction ($)	____%, Equipment ($)	____%, Supplies ($)	____%, Services ($)	____%

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO

REQUEST FOR QUOTES

Hays Plumbing & Heating, Inc. ("Hays") an EEO employer is requesting quotes from certified DBE/MBE/WBE/SBRA Subcontractors and Suppliers for the North Grand Avenue Waterline Improvements Project, that bids at 2:00pm on Wednesday, April 25, 2018. Subcontracting categories requested are construction of, approximately 1,850 feet of 6-inch and 8-inch waterline, gate valves, one pressure reducing valve, asphalt pavement removal and replacement, and reclamation seeding.

Email quotes to hays_plumbing@hotmail.com, by 5:00pm on Monday, April 23, 2018.

For info on the project, specs & contract requirements contact Randy Hays at (505) 425-7535

Journal: April 6, 2018

County of Bernalillo SS

Bernadette Gonzales , the undersigned, on oath states that she is an authorized Representative of The Albuquerque Journal, and that this newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Session Laws of 1937, and that payment therefore has been made of assessed as court cost; that the notice, copy of which hereto attached, was published in said paper in the regular daily edition, for 1 time(s) on the following date(s):

04/06/2018

Sworn and subscribed before me, a Notary Public, in and for the County of Bernalillo and State of New Mexico this 6 day of April of 2018

PRICE $33.82

Statement to come at the end of month.

ACCOUNT NUMBER 1062036

OFFICIAL SEAL
Sandra B. Gutierrez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 2-18-21

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Gordon Hays, President

Typed Name & Title of Authorized Representative

Gordon Hays 04-25-2018

Signature of Bidder's Authorized Representative Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner Hays Plumbing & Heating, Inc. ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Finance Authority Drinking Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

04-25-2018 _____ _____

(Contractor Signature & Date) (Owner Signature & Date)

United States
Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Gordon Hays, President
Typed Name & Title of Authorized Representative

Gordon Hays 04-25-2018
Signature of Bidder's Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

N/A

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Gordon Hays	Gordon Hays
Title	Date
President	04-25-2018

Subcontractor Signature	Print Name
N/A	
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Gordon Hays		North Grand Avenue Waterline Improvements
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
2018-18		Randy Hays
Address 600 Railraod Ave. Las Vegas, NM 87701		
Telephone No. 505-425-7535		Email Address hays_plumbing@hotmail.com
Issuing/Funding Entity: Southwest Capital Bank - 622 Douglas Ave Las Vegas, NM 87701		

I have identified potential DBE certified subcontractors	__ YES	✓ NO
If yes, please complete the table below. If no, please explain: Potential DBE certified subcontractors did not respond to our advertisement.		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Gordon Hays	Gordon Hays
Title	Date
President	04-25-2018

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of Hays Plumbing & Heating, Inc. ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Gordon Hays, President

Typed Name & Title of Contractor's Authorized Representative

Gordon Hays

Signature of Contractor's Authorized Representative

04-25-2018

Date

AIS DWSRF 314

3 copies

4403

New Image

RECEIVED
APR 25 2018
CITY OF LAS VEGAS

2:13 pm

BID

BID FORM

PROJECT IDENTIFICATION: North Grand Avenue Waterline Improvements

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:

Addendum No.	Addendum Date
N/A	N/A

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 shall 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	6-inch PVC Water Line, including Trenching and Backfilling	LF	1,258	$	$
2	8-inch PVC Water Line, including Trenching and Backfilling	LF	600	$	$
3	6-inch Gate Valve w/Box	EA	5	$	$
4	8-inch Gate Valve w/Box	EA	2	$	$
5	PRV Station	LS	1	$	$
6	Connect to Existing Water Line	EA	7	$	$
7	Remove and Dispose of Existing Fire Hydrant	EA	1	$	$
8	Fire Hydrant Assembly	EA	2	$	$
9	Asphalt Removal and Replacement	SY	1,000	$	$
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
12	Pre-Authorized Construction Changes	ALLOW	1	$ 20,000.00	$ 20,000.00

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause;

D. EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet;

E. EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters;

F. EPA Form XP-211: Bidder's Certification;

G. EPA Form XP-315: Davis Bacon Act Certification;

H. EPA Form 6100-3: DBE Subcontractor Performance Form (if DBE subcontractor Utilized);

I. EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized);

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

J. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

K. AIS DWSRF 314 American Iron and Steel Certification.

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: New Image Construction INC.
HCR 72 Box 5
Ribera, NM 87560

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

Corporation Name: New Image Const. 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: Owner / President

(CORPORATE SEAL)

Attest Margaret Mo

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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 4-25, 2018

New Mexico Contractor's License Number 366062

License Classifications GF09 - GB98

New Mexico Department of Workforce Solutions Registration Number 03025920140321

Federal Identification Number (FEIN #) 80-0568873

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 April 25, 2018, 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 **May 2018.** 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: New Image Const. INC

AUTHORIZED AGENT: Johnny Manzanares

ADDRESS: HCR 72 Box 5 Rikona, NM 87560

TELEPHONE NUMBER: (505) 699-0166 (575) 421-2822

FAX NUMBER: (575) 421-1222

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO: L09682241200

NEW MEXICO CONTRACTORS LICENSE NO. 366067

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, 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

Subscribed and sworn to before me, this 25th day of April, 2018.

(SEAL)

Patricia E Martinez

Notary Public Signature

My Commission Expires: November 01, 2020

OFFICIAL SEAL
Patricia E. Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 11-01-2020

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"**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: N/A

Relation to Prospective Contractor: N/A

Name of Applicable Public Official: N/A

Date of Contribution(s) Made: N/A

Amount(s) of Contribution(s): N/A

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(The above fields are unlimited in size.) N/A

N/A
Signature

N/A
Date

N/A
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.

John Mazza
Signature

4-25-18
Date

Owner/President
Title (Position)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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
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 *(Name and Address)*: City of Las Vegas
1700 N. Grand
Avenue, Las
Vegas, New
Mexico 87701

BID
Bid Due Date: 4/25/18
Description *(Project Name and Include Location)*: North Grand Avenue Waterline Improvements

BOND
Bond Number: TBD
Date *(Not earlier than Bid due date)*: 4/25/18
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	SURETY
New Image Construction Inc. (Seal)	Old Republic Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Johnny Manzanares	Tracy L. Duran
Print Name	Print Name
Owner/President	Attorney-In-Fact
Title	Title
Attest: Signature	Attest: Signature
Witness	Witness
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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

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

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

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

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

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

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

(Seal)

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

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. 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 25th day of APRIL, 20 2018

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

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
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	IDENTIFICATION NUMBER	Business Start Date
01-Apr-2010	03-186160-00-1	11-Mar-2010
Business Location: 6 COUNTY RD B58		Business End Date:
City and State: RIBERA, NM		Zip Code: 87510
Taxpayer Name: NEW IMAGE CONSTRUCTION, INC		Taxpayer Type: Corporation
Firm Name: NEW IMAGE CONSTRUCTION, INC		Filing Frequency: Monthly
Mailing Address: HC 72 BOX 5		
City and State: RIBERA, NM		Zip Code: 87560-9601

Form Revised 02/2003

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

Division Director Tax Administration

By Ron L. Scott

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

THIS CERTIFICATE IS NOT TRANSFERABLE

10065114526406 0

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued	IDENTIFICATION NUMBER	Business Start Date
01-Apr-2010	03-186160-00-1	11-Mar-2010
Business Location: 6 COUNTY RD B58		Business End Date:
City and State: RIBERA, NM		Zip Code: 87510
Taxpayer Name: NEW IMAGE CONSTRUCTION, INC		Taxpayer Type: Corporation
Firm Name: NEW IMAGE CONSTRUCTION, INC		Filing Frequency: Monthly
Mailing Address: HC 72 BOX 5		
City and State: RIBERA, NM		Zip Code: 87560-9601

Form Revised 02/2003

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

Division Director Tax Administration

By Ron L. Scott

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

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v28

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

NEW IMAGE CONSTRUCTION INC.

EXPIRES

06/30/2019

LICENSE NUMBER

366062

CLASSIFICATION(S)

GF00

Qualifying Party(S)

MANZANARES JOHNNY

MANZANARES JOHNNY

GREAT SEAL OF THE STATE OF NEW MEXICO · 1912 ·

DIRECTOR

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

Advertisement For Bid

North Grand Water Line Project

Las Vegas, NM (San Miguel_NM Co.)

The City of Las Vegas is seeking bids for for the construction of approximately 1,850 feet of 6-inch and 8 inch waterline, gate valves, one pressure reducing valve, asphalt pavement removal and replacement, and reclamation seeding.

PreBid Meeting is not available at this time.

Notes:

A Pre-bid Conference will NOT be held

Submit bids to Owner. City of Las Vegas at 1700 N Grand Avenue. Las Vegas, NM 87701

11x17 drawings are under specs labeled as 17-11x17 drawings

Bid Security: 5% Bid Bond / 100% Performance and Payment Bond

First Reported on 3/21/2018 - Last Updated 4/11/2018

Visitors: Total Visits:

Project Information

PROJECT ID:	2018-2BBB
BID DATE/TIME:	4/25/2018 - 02:00pm MST
ESTIMATED COST:	$225,000
SQ FOOTAGE:	0
PHASE:	Active
STATUS:	Plan Arrival
PROJECT TYPE:	Site Work / Non-Building
CATEGORY:	Sewer / Waterlines / Sitework
PUBLIC FUNDING:	Yes
OBTAIN PLANS:	
PRE-BID MEETING	

My Notes:

Company Notes:

OWNER / DESIGN TEAM

Owner / Purchaser / Developer (s)

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

COMPANY: (505) 454-1401
CONTACT: (505) 454-1401
FAX: (505) 425-7335
CONTACT: Fresquez, Casandra
EMAIL: cfresquez@ci.las-vegas.nm.us

Architect (s)

Molzen-Corbin & Associates
2701 Miles Rd SE
Albuquerque, NM 87106-3228

COMPANY: (505) 242-5700
CONTACT:
FAX: (505) 242-0673
CONTACT: Ridenoure, Shanna
EMAIL: sridenoure@molzencorbin.com

BIDDERS LIST

EPA SUPPLEMENTARY CONDITIONS

(9-13)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

Supplemental conditions
for
Federally Assisted Drinking Water
Infrastructures under the
Drinking Water State Revolving Loan Fund
Revised September 2013

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4
8. American Iron and Steel Certification AIS DWSRF 314

Form to be provided with every construction pay application:

8. XP-214 Labor Standards Certification

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
  http://www.dol.gov/compliance/laws/comp-copeland.htm

- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
  http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf

- Disadvantaged Business Enterprise, 40 CFR Part 33
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40

- Equal Employment Opportunity, 41 CFR Part 60
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41

- Labor Standards, 29 CFR Parts 4 & 6
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29

- Nondiscrimination, 40 CFR Part 7
  http://www.epa.gov/ocr/docs/40p0007.pdf

- OMB Circular A-133
  http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf

- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
  http://www.epa.gov/region6/6en/w/sw/swcon98.pdf

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name City of Las Vegas

Project Number

Contract For North Grand Ave. Waterline Improvements DWSRF-3623

Const. of North Grand Ave. Waterline Improvements

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

( ) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

(X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

( ) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

(X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Johnny Manzanares

Signature of Bidder's Authorized Representative Johnny Manzanares Date 4-25-18

New Image Const. INC

HCR 72 Box 5 Ribera, NM 87560

Name & Address of Bidder

XP-214

CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly pay application must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work in which the New Mexico Finance Authority Drinking Water State Revolving Loan makes funds available to participate:

Pay Application No. _____ for period _____ to _____

_____ _____
Name of Project Location

_____ _____
Contract No. Date Contract Awarded

Project No._____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Davis-Bacon Act, the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____ _____ as principal contractor and by each _____
(Name of Contractor)
subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions. I also certify that I have submitted all weekly payroll to _____(Name of grantee).

Johnny Manzanares Owner/President
Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative 4-25-18
Date

Owner/Grantee Certification

I hereby certify that the above is true to the best of my knowledge and that I have reviewed all certified payroll supplied by the prime contractor and certify that it meets all labor standards as set forth in the Davis Bacon Act.

Signature of Grantee Authorized Representative 4-25-18
Date

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

XP-215 **MBE/WBE/SBRA UTILIZATION INFORMATION SHEET**

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
SBRA: Construction N/A, Equipment N/A, Supplies N/A, Services N/A

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes___ No X

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes___ No X

   If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No X

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes___ No X

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes___ No X

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No X

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes___ No X

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes___ No X

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes___ No X

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: N/A

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: N/A

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: N/A

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

$

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE: Construction N/A%, Equipment N/A%, Supplies N/A%, Services N/A%
($) ($) ($) ($)

WBE: Construction N/A%, Equipment N/A%, Supplies N/A %, Services N/A%
($) ($) ($) ($)

SBRA: Construction N/A%, Equipment N/A%, Supplies N/A %, Services N/A%
($) ($) ($) ($)

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

WBE Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

SBRA Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

MBE Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

WBE Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

SBRA Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

MBE Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

WBE Subcontractor:
Address: N/A
Phone:
Contact Person:
Type of Work:
Amount: $

SBRA Subcontractor:
Address:
Phone: N/A
Contact Person:
Type of Work:
Amount: $

MBE Subcontractor:
Address: N/A
Phone:
Contact Person:

WBE Subcontractor:
Address: N/A
Phone:
Contact Person:

SBRA Subcontractor:
Address: N/A
Phone:
Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor: N/A	**WBE Subcontractor:** N/A	**SBRA Subcontractor:** N/A
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Johnny Manzanares owner/President
Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner City of Las Vegas ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Finance Authority Drinking Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

4-25-18 4-25-18

(Contractor Signature & Date) (Owner Signature & Date)

EPA United States Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Johnny Manzanares - Owner/ President
Typed Name & Title of Authorized Representative

Signature of Bidder's Authorized Representative — Date: 4-25-18

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	N/A	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project: N/A

Subcontractor Signature	Print Name
N/A	N/A
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name N/A		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
N/A		

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
[signature]	Johnny Manzanares
Title	Date
Owner/President	4-25-18

Subcontractor Signature	Print Name
N/A	N/A
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name N/A	Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	__ YES	__ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
N/A			

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
[signature]	Johnny Manzanares
Title	**Date**
Owner / President	4-25-18

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Johnny Manzanares
Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

4-25-18
Date

AIS DWSRF 314

Wage Rate Requirements

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the

Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the

required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not

less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates.

The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 6

MODEL CONTRACT CLAUSE

Recipients must ensure that, when appropriate, the following clauses or their equivalent are included in each contract.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

(a) The following clause applies only to contracts for construction.

1. The recipient may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:

(i) In the specifications (including drawings and designs);

(ii) In the time, method or manner of performance of the work;

(iii) In the recipient-furnished facilities, equipment, materials, services or site, or

(iv) Directing acceleration in the performance of the work.

2. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.

3. Except as provided in this clause, no order, statement or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.

4. If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost the contractor reasonably incurred in attempting to comply with those defective specifications.

5. If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the recipient setting forth the general nature and monetary extent of such claim. The recipient may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.

6. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

b. The following clause applies only to contracts for services.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this contract, whether or not changed by any order, the recipient shall make an equitable adjustment and modify this contract in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the recipient's notification of change, unless the recipient grants additional time before the date of final payment.

2. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the contractor will charge an additional compensation shall be furnished without the written authorization of the recipient.

c. the following clause applies only to contracts for supplies.

1. The recipient may at any time, by written order and without notice to the sureties, make changes within the general scope of this contract in any one or more of the following:

(i) Drawings, designs or specifications where the supplies to be furnished are specifically manufactured for the recipient;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

2. If any changes cause an increase or decrease in the cost or time required to perform any part of the work under this contract, whether or not changed by such order, the recipient shall make an equitable adjustment in the contract price or delivery schedule, or both, and modify the contract in writing. The contractor must assert any claim for adjustment under this clause within 30 days from the date the contractor receives the recipient's notification of change. If the recipient decides that the facts justify such action, the recipient may receive and act upon any such claim asserted at any time before final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the contractor's claim for adjustment, the recipient has the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

3. No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.

3. DIFFERING SITE CONDITIONS

The following clause applies only to construction contracts.

a. The contractor shall promptly, and before such conditions are disturbed, notify the recipient in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or

2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

b. The recipient shall promptly investigate the conditions. If it finds that conditions materially differ and will cause an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed as a result of such conditions, the recipient shall make an equitable adjustment and modify the contract in writing.

c. No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in paragraph (a) of this clause. However, the recipient may extend the time prescribed in paragraph (a).

d. No claim by the contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

4. SUSPENSION OF WORK

The following clause applies only to construction contracts.

a. The recipient may order the contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as the recipient may determine to be appropriate for the convenience of the recipient.

b. If the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act of the recipient in administration of this contract, or by the recipient's failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), the recipient shall make an adjustment for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and modify the sub-agreement in writing. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

c. No claim under this clause shall be allowed (1) for any costs incurred more than 20 days before the contractor notified the recipient in writing of the act, or failure to act, involved (this requirement does not apply to a claim resulting from a suspension order), and (2) unless the amount claimed is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the contract.

5. TERMINATION

The following clause applies only to contracts over $10,000.

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the recipient for its convenience, provided that the contractor is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the contractor's default. If the contractor effects termination for default, or if the recipient effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

6. REMEDIES

This clause applies only to contracts over $25,000.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the recipient and the contractor arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the recipient is located.

7. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

NOTE- The following clause applies to (1) any contract negotiated between the recipient and its contractor in excess of $100,000; (2) negotiated contract amendments or change orders in excess of $100,000 affecting the price of a formally advertised, competitively awarded, fixed price contract, or (3) any lower tier contract or purchase order in excess of $100,000 under a contract other than a formally advertised, competitively awarded, fixed price contract. This clause does not apply to contracts awarded on the basis of effective price competition.

a. The contractor and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier contracts and change orders is based on current, accurate and complete data supported by their books and records. If the recipient or EPA determines that any price (including profit) negotiated in connection with this contract, lower tier contract or amendment there under was increased by any significant sums because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the recipient shall modify the contract in writing to reflect such action.

b. Failure to agree on a reduction shall be subject to the remedies clause of this contract.

NOTE - Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with lower tier contracts, the contractor may wish to include a clause in each lower tier contract requiring the lower tier contractor to appropriately indemnify the contractor. It is expected that any lower tier contractor subject to such indemnification will generally require substantially similar indemnification for defective cost and pricing data submitted by lower tier contractors.

8. AUDIT; ACCESS TO RECORDS

a. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the recipient, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

9. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES

a. If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the recipient, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the recipient) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

11. BUY AMERICAN

This clause applies only to construction contracts award under 40 CFR Part 35, Subparts E and I.

In accordance with Section 215 of the Clean Water Act (33 U.S.C. 1251 et. seq.) the contractor agrees that preference will be given to domestic construction material by the contractor, subcontractors, material-men and supplies in the performance of this contract.

12. RESPONSIBILITY OF THE CONTRACTOR

(a) The following clause applies only to sub-agreements for services.

1. The contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

2. The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable EPA requirements in effect on the date of execution of the assistance agreement for this project.

3. The owner's or EPA's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor EPA's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.

4. The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or EPA caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or any third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.

5. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

b. The following clause applies only to contracts for construction.

1. The contractor agrees to perform all work under this contract in accordance with this agreement's designs, drawings and specifications.

2. The contractor guarantees for a period of at least one (1) year from the date of substantial completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. The owner shall promptly give notice to the contractor of observed defects. In the event that the contractor fails to make adjustments, repairs, corrections or other work made necessary by such defects, the owner may do so and charge the contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

3. The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or State law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

13. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the owner a release of all claims against the owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.

CROSS-CUTTING FEDERAL AUTHORITIES

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Pub. L 86-523, as amended
- Clean Air Act, Pub. L 84-159, as amended
- Coastal Barrier Resources Act, Pub. L 97-348
- Coastal Zone Management Act, Pub. L 92-583, as amended
- Endangered Species Act, Pub. L 93-205, as amended
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended
- Wilderness Act, Pub. L. 88-577, as amended

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646 as amended
- Debarment and Suspension, Executive Order 12549
- New Restriction on Lobbying, Section 319 of Pub. L. 101-121

Social Policy Authorities

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive orders 11914 and 11250)
- The Drug-Free Workplace Act of 1988, Pub. L. 100-690
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/30/18 **DEPT:** Utilities **MEETING DATE:** 06/20/18

ITEM/TOPIC: Award request for bid #2018-19 for the Cabin Site tank rehabilitation project to D&R Tank Company.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to award RFB #2018-19 to D&R Tank Company.

BACKGROUND/RATIONALE: This is a 3 phase project of which phases I and II have been completed. Phase III is the major rehabilitation of the tank.

Advertised:	03/21/2018 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening:	May 9, 2018
Number of Bidders:	3 – TMI Coatings & Restoration Contractors; Lone Mountain Contracting, Inc.; D&R Tank Company
Amount:	Bid Lot 1 - $ 997,676.00
	Bid Lot 2 - $ 91,907.00
	Total - $1,089,583.00
Funding Source:	City and SRF-3624
Budget Line Item:	646-0000-650-8782

STAFF RECOMMENDATION: Approval to award RFB #2018-19 to D&R Tank Company.

COMMITTEE RECOMMENDATION: This item was discussed at the regular meeting of the Utility Advisory Committee on June 12, 2018. 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

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

Revised 1/3/18

UTILITIES DEPARTMENT PROJECT SUMMARY SHEET

PROJECT NAME: Water Tank Rehab. (Cabin Site)
PROJECT NUMBER: UT-WFS-2013-1
PROJECT MANAGER: Marvin Cordova

ENGINEER: MolzenCorbin
CONTRACT NUMBER: 3329-17

PROJECT DESCRIPTION: The Water Tank Rehab (Cabin Site) project consist of three phases (**Phase I:** construction of a 30k gallon backup tank (Complete), **Phase II:** (drain/clean/inspect/minor modification (Complete), **Phase III:** major rehabilitation, DWSRLF grant funding source). Project is listed in the 2011 Preliminary Engineering Report (PER).

TIMELINE: May 18-March 19. Delayed due to scheduling around agriculture season.

Action Requested: Review and Sign task Order.

FUNDING SOURCES	ESTIMATED EXPENDITURES	EXPENDED to date ('18)	Est. BAL to Expend in '18
City $164,000	Design $12,000	Design $0	Design $12,000
State $841,000	Engineer Services $40,000	Egr. Services $0.00	Egr. Services $40,000
Federal .	Construction $955,000	Const $0.00	Construction $1,200,000
Total Funds $1,200,000	Total w/ GRT $1,007,000	Total w/GRT $0	Total w/GRT $1,252,000

BUDGETED AMOUNT: $1,200,000 **LINE ITEM NUMBER:** 646-0000-650-8782

ACTION	DESCRIPTION	DATE
Funding Source	CITY	
Loan/Grant/City	City $359,000 Grant $630,750.00 Loan $210,250.00 **Total $1,200,000**	SRF DW-3624 2017
Authorized Resolution		n/a
RFB		3/13/18
Engineering Services Agreement	Contract#3329-17 Task Order#3329-17-4 $	7/17
Engineering Estimate	Total Engineer's Estimate $983,691.89	
Bid Document Review	Bid # 2018-19	3/25/18
Advertisement	**Las Vegas Optic, City Website, Albuquerque Journal**	3/21/18
Bid Opening	City Hall	5/9/18
Bid Tabulation	Contractor: D&R Tank Company Amount: $1,181,062.21 Contractor: Lone Mountain Contracting Amount: $1,757,041.72 Contractor: TMI Coatings, Inc. Amount: 1,999,902.51	5/11/18
Construction Estimate	Contractor Share $1,181,062.21 (Including NMGRT) City Share $0	
Engineer's Recommendation	Contractor: D&R Tank Company	
Staff Recommendation	D&R Tank Company	
Committee Recommendation		tbd
Council Approval		tbd
Notice To Proceed		tbd

5/31/2018 11:53 AM

NEW MEXICO
ENVIRONMENT DEPARTMENT

SUSANA MARTINEZ
Governor

JOHN A. SANCHEZ
Lt. Governor

121 Tijeras Ave NE, Suite 1000
Albuquerque, NM 87102
Phone (505) 222-9500 Fax (505) 222-9510
www.env.nm.gov

BUTCH TONGATE
Cabinet Secretary

J. C. BORREGO
Deputy Secretary

May 30, 2018

Marvin Cordova, Project Manger
City of Las Vegas
905 12th Street
Las Vegas, NM 87701

RE: Recommendation of Award for the City of Las Vegas Cabin Site Tank Rehabilitation Project (NMFA 3624-DW)

Dear Mr. Cordova,

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) has reviewed the Bid Tabulation, Bid Evaluation and Consideration of Award letter dated May 11, 2018 for the referenced project which were prepared by Molzen Corbin. The CPB has also reviewed D&R Tank's bid submittal and required documents which were received on May 17, 2018.

The NMED CPB concurs with the decision to award the construction contract to D&R Tank in the bid amount of $1,089,583.00 for Bid Lot No. 1 and No. 2, plus NMGRT. This letter also serves as a RECOMMENDATION OF APPROVAL to the NMFA.

Please ensure I am notified when the Notice of Award has been issued and the Pre-Construction Meeting has been scheduled. Please contact me if you have any questions at (505) 222-9512 or andrea.telmo@state.nm.us.

Sincerely,

Andrea Telmo

Digitally signed by Andrea Telmo
DN: dc=us, dc=nm, dc=state, dc=nmenv, ou=NMENV Users, ou=wpd, ou=cpb, cn=Andrea Telmo, email=andrea.telmo@state.nm.us
Date: 2018.05.30 14:17:02 -06'00'

Andrea C. Telmo, PE
Project Manager
Construction Programs Bureau

cc: Maria Gilvarry, Utilities Director, City of Las Vegas
Todd Johansen, Senior Program Administrator, DWSRF, NMFA
Jonah Ruybalid, PE, Molzen Corbin
Clayton Ten Eyck, PE, Molzen Corbin

May 11, 2018

Mr. Marvin Cordova
Project Manager
City of Las Vegas
905 12th Street
Las Vegas, New Mexico 87701

RE: Information for Consideration of Award LVG175-21
Cabin Site Tank Rehab- 2018

Dear Mr. Cordova:

The City of Las Vegas received three (3) Bids on May 9, 2018 for the Cabin Site Tank Rehab-2018 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 D&R Tank Company for Bid Lot No. 1 bid amount of $997,676.00, Bid Lot No. 2 bid amount of $91,907.00 for the total bid amount of $1,090,583.00 excluding NMGRT. The total Bid including NMGRT is $1,181,062.21.

D&R Tank Company is a registered Contractor in the State of New Mexico, active GB98, GF07 and GF08 with License No. 26784. We have verified this information with Contractor Listing Services, Inc. (www.public.psiexams.com).

- The Surety for the Bid Bond is Merchants Bonding Company NAIC #14494. 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 $10,038,000.00. 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).

- D&R Tank Company and all subcontractors over $60,000 are registered with the New Mexico Department of Workforce Solutions.

- D&R Tank Company 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 D&R Tank Company, 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

BID EVALUATION SUMMARY

BID DATE: May 9, 2018
ENGINEER: Molzen-Corbin & Associates
OWNER: City of Las Vegas
PROJECT: Cabin Site Tank Rehabilitation

	D & R Tank Company	Lone Mountain Contracting, Inc.	TMI Coatings, Inc.
Bid Signed?	Yes	Yes	Yes
Addendum No. 1 and No. 2 acknowledged?	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes
Contractor's License No noted in Bid	26784	18995	381262
NMDOL Registration No.	0034920050527	01946020110715	1742820150122
Verification of Contractor's License and Classifications per NM Construction Industries	GB98, GF07, GF08	GB02, GB98, GF07, GS21, GS29, MM01	GF07, GS29
Subcontractors Listed in Bid	Luckinbill, Inc.	No subs	Paso Robles Tank, Inc.
Are subcontractors registered with NMDOL	Yes	n/a	No- inactive expired 4/21/18
Does Bidder have required Classifications as Determined by NM Construction Industries?	Yes	Yes	Yes
Verification of Bid Bond	Merchants Bonding Company NAIC #14494 with the underwriting limitation of $10,038,000	Merchants Bonding Company NAIC #14494 with the underwriting limitation of $10,038,000	North American Specialty Insurance Company NAIC #29874 with the underwriting limitation of $23,359,000
EPA XP-211	Yes	Yes	Yes
EPA XP-215	Yes	Yes	Yes
EPA XP-315	Yes	Yes	Yes
EPA 5700-49	Yes	Yes	Yes
EPA 6100-2	Yes	Yes	Yes
EPA 6100-3	Yes	Yes	Yes
EPA 6100-4	Yes	Yes	Yes
AIS DWSRF 314	Yes	Yes	Yes
Bid Lot No. 1	$997,676.00	$1,555,950.00	$1,745,000.00
Bid Lot No. 2	$91,907.00	$65,000.00	$100,000.00
Total Base Bid Amount excluding NMGRT	$1,089,583.00	$1,620,950.00	$1,845,000.00
Bid Amount Correct?	Yes	Yes	Yes

NOTE: Verification with New Mexico Construction Industries per the Internet.

Bid Tabulation
Cabin Site Tank Rehabilitation
City of Las Vegas

Bid Opening: May 9, 2018 at 2:00 p.m.

Item No.	Description	Unit	Qty	Engineer's Estimate Unit Price	Engineer's Estimate Amount	D & R Tank Company Unit Price	D & R Tank Company Amount	Lone Mountain Contracting, Inc. Unit Price	Lone Mountain Contracting, Inc. Amount	TMI Coatings, Inc. Unit Price	TMI Coatings, Inc. Amount
Lot No. 1											
1	Drain, clean, sandblast, and paint the interior of the water tank including lead abatement.	LS	1	$553,000.00	$553,000.00	$595,818.00	$595,818.00	$845,000.00	$845,000.00	$1,049,500.00	$1,049,500.00
2	Sandblast and paint the exterior roof of the water tank (no lead abatement).	LS	1	$100,000.00	$100,000.00	$152,382.00	$152,382.00	$156,000.00	$156,000.00	$261,500.00	$261,500.00
3	Remove and replace existing floor as determined after sandblasting the floor has been completed.	SF	500	$50.00	$25,000.00	$62.00	$31,000.00	$520.00	$260,000.00	$180.00	$90,000.00
4	Remove and replace existing rafters as determined after sandblasting the rafters and roof has been completed.	EA	50	$250.00	$12,500.00	$1,935.00	$96,750.00	$2,860.00	$143,000.00	$3,000.00	$150,000.00
5	Remove and replace all rafter bolts.	LS	1	$35,000.00	$35,000.00	$12,044.00	$12,044.00	$13,000.00	$13,000.00	$64,000.00	$64,000.00
6	Remove and replace the existing cathodic protection anode system inside the tank.	LS	1	$25,000.00	$25,000.00	$22,303.00	$22,303.00	$39,000.00	$39,000.00	$30,000.00	$30,000.00
7	Install new water level target and float system.	LS	1	$5,000.00	$5,000.00	$7,338.00	$7,338.00	$19,500.00	$19,500.00	$7,000.00	$7,000.00
8	Exterior ladder and safety climb improvements.	LS	1	$5,000.00	$5,000.00	$8,041.00	$8,041.00	$8,450.00	$8,450.00	$21,000.00	$21,000.00
9	Pre-Authorized Construction Changes	ALLOW	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
10	Mobilization, Insurance, and Bonds	LS	1	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
11	Demobiliation and Closeout	LS	1	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00
Lot No. 2											
12	Pressure wash and paint the exterior walls of the water tank (no lead abatement).	LS	1	$75,000.00	$75,000.00	$91,907.00	$91,907.00	$65,000.00	$65,000.00	$100,000.00	$100,000.00
			Subtotal		**$907,500.00**		**$1,089,583.00**		**$1,620,950.00**		**$1,845,000.00**
			Gross Receipts Tax @ 8.3958%		**$76,191.89**		**$91,479.21**		**$136,091.72**		**$154,902.51**
			TOTAL		**$983,691.89**		**$1,181,062.21**		**$1,757,041.72**		**$1,999,902.51**

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. — Date: 5/11/18

LVG175-21

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 9-May-2018

TIME: 2:00 PM

OPENING NO.: **2018-19**

DEPARTMENT: **WATER DEPT**

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

ITEM(S): **CABIN SITE TANK REHAB PROECT**

RECEIVED FROM:		AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 JMI Coatings (Paint & Restoration Contractors)		1,745,000.00		✓	✓	✓
2 Lone Mountain Contracting, Inc.		1,555,950.00		✓	✓	✓
3 D & R Tank Company		997,676.00		✓	✓	✓
4						
5						
6						

COMPANY REPRESENTATIVE	COMPANY NAME
[illegible]	D+R Tank Co.
[illegible]	City of Las Vegas
[illegible]	CLV
[illegible]	D+R Tank
Jonah Rugbalid	Molzen Corbin
Benito Lujan	PM CLV
[illegible]	CLV Purchasing
Lupe Espodaca	CLV Warehouse
10 RYAN ANDERSON	LONE MOUNTAIN

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK: [illegible]

DATE: 5/9/18

COPIES TAKEN BY DEPT: [illegible]

DATE: 5/9/18

OPENED BY: FINANCE DEPARTMENT [illegible]

DATE: 5/9/2018

MC 3/14/18

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., May 9, ***2018*** at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING: ~~PRE-QUALIFIED CONTRACTORS ONLY. PRE QUALIFICATIONS HELD JULY 6 2017.~~

CABIN SITE TANK REHAB PROJECT

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: Cabin Site Tank Rehab Project Opening No. 2018-19; 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,

INTERIM, CITY MANAGER

INTERIM, CITY ATTORNEY

CASANDRA FRESQUEZ, CITY CLERK

INTERIM, FINANCE DIRECTOR

HELEN VIGIL, PURCHASING OFFICER

Opening No. 2018- 19

Date Issued: March 13, 2018

Date Issued: Published:

Las Vegas Optic 3/21, 2018
City website: www.lasvegasnm.gov 3/21/2018
Albuquerque Journal 3/21/2018, 2018

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER ()_____

FAX NUMBER ()_____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): *CABIN SITE TANK REHAB PROJECT*

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 TECHINCAL 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.

_____
Signature

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

(SEAL)

_____
Notary Public Signature
My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID

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

TIMETABLE

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 May 9, ***2018*** 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 ___ ***2018.*** 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 of2006.

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 Four (4) 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 (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties 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.

CITY OF LAS VEGAS
BIDFORM

BID ITEM (S): CABIN SITE TANK REHAB PROJECT

A. _____ $ _____

B. _____ $ _____

C. _____ $ _____

D. _____ $ _____

E. _____ $ _____

F. _____ $ _____

G. _____ $ _____

F. _____ $ _____

G. _____ $ _____

H. _____ $ _____

I. _____ $ _____

J. _____ $ _____

K. _____ $ _____

L. _____ $ _____

NOTE: _____

_____

_____

_____

_____.

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 FAMIL Y 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) ofContribution(s) _____

Nature ofContribution(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)

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

MEMORANDUM

TO: Helen Vigil, Purchasing Officer

FROM: Marvin Cordova, Project Manager

DATE: March 14, 2018

RE: RFB 2018-19 Cabin Site Tank Rehab Project

Request for bids number 2018-19 for the Cabin Site Tank Rehab Project was issued on March 13, 2018.

Upon preparing for publication an error was discovered in that the first page of the bid calls for pre qualified contractors only and pre qualifications held on July 6, 2017. This bid is not for pre qualified contractors only and pre qualifications were not held.

The bid has been modified to exclude this information and will be published as modified.

Helen Vigil, Purchasing Officer — Date 3/14/2018

Marvin Cordova, Project Manager — Date 3/14/18

XC: Ann Marie Gallegos, Interim City Manager
File

COPY

TMI Coatings, Inc.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

SURETY *(Name and Address of Principal Place of Business)*:
North American Specialty Insurance Company
5200 Matcalf OPN111
Overland Park, KS 66202-1391

OWNER *(Name and Address)*:
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

BID
Bid Due Date: **May 9, 2018**
Description *(Project Name and Include Location)*:

BOND
Bond Number: **Bid Bond**
Date *(Not earlier than Bid due date)*: **May 9, 2018**
Penal sum **Five Percent (5%) of Total 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
TMI Coatings, Inc. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

Tracy M. Gliori
Print Name

President
Title

Attest: _____
Signature

Secretary
Title

SURETY
North American Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

John E. Tauer
Print Name

Attorney in Fact
Title

Attest: _____
Signature

Surety Account Representative
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.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Dakota)

On this 9th day of May 2018, before me appeared Tracy M. Gliori, to me personally known, who, being by me duly sworn, did say that he/she is the President of TMI Coatings, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Tracy M. Gliori acknowledged said instrument to be the free act and deed of said corporation.

VICKIE LYNN PERRIER
NOTARY PUBLIC MINNESOTA
MY COMMISSION
EXPIRES 01/31/2019

Notary Public Scott County, MN
My commission expires 1/31/19

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 9th day of May 2018, before me appeared John E. Tauer, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of North American Specialty Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.

HANNA ROSE LARSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2022

Notary Public Hennepin County, Minnesota
My commission expires 1/31/2022

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

R. W. FRANK, R. SCOTT EGGINTON, JOHN E. TAUER, CRAIG REMICK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM, BETSY WRIGHT,

JEROME T. OUIMET, KURT C. LUNDBLAD, BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY D. WHITE, ALLISON HILL and RICK GIBBS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 7th day of November, 20 17.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 7th day of November, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of May, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

BID FORM

PROJECT IDENTIFICATION: Cabin Site Water Tank Rehabilitation

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 North Grand Ave.
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:

Addendum No.	Addendum Date
1	April 10, 2018
2	May 2, 2018

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)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. "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;

2. "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

3. "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 2 – BASIS OF BID

2.01 Bidder shall 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
Lot No. 1					
1	Drain, clean, sandblast, and paint the interior of the water tank including lead abatement.	LS	1	$ 1,049,500	$ 1,049,500
2	Sandblast and paint the exterior roof of the water tank (no lead abatement).	LS	1	$ 261,500	$ 261,500
3	Remove and replace existing floor as determined after sandblasting the floor has been completed.	SF	500	$ 180	$ 90,000
4	Remove and replace existing rafters as determined after sandblasting the rafters and roof has been completed.	EA	50	$ 3,000	$ 150,000
5	Remove and replace all rafter bolts.	LS	1	$ 64,000	$ 64,000
6	Remove and replace the existing cathodic protection anode system inside the tank.	LS	1	$ 30,000	$ 30,000
7	Install new water level target and float system.	LS	1	$ 7,000	$ 7,000
8	Exterior ladder and safety climb improvements.	LS	1	$ 21,000	$ 21,000
9	Pre-Authorized Construction Changes	ALLOW	1	$ 25,000.00	$ 25,000.00
10	Mobilization, Insurance, and Bonds	LS	1	$ 35,000.00	$ 35,000.00
11	Demobilization and Closeout	LS	1	$ 12,000.00	$ 12,000.00

Subtotal (Bid Items 1 through 11) $ 1,745,000

Lot No. 2					
12	Pressure wash and paint the exterior walls of the water tank (no lead abatement).	LS	1	$ 100,000	$ 100,000

Subtotal (Bid Item 12) $ 100,000

TOTAL BID AMOUNT (BID ITEMS 1 THROUGH 12) (Exclusive of NMGRT) $ 1,845,000

EJCDC C-410 Suggested Bid Form for Construction Contracts
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause with the following forms:

- EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet
- EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- EPA Form XP-211: Bidder's Certification
- EPA Form XP-315: Davis Bacon Act Certification

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

- EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized)
- EPA Form AIS DWSRF 314 – American Iron and Steel Certification

D. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

E. Lead Paint Abatement Certification

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

Corporation Name: TMI Coatings, Inc. (SEAL)

State of Incorporation: Minnesota
Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Tracy Gliori

Title: President
(CORPORATE SEAL)

Attest _____ Jared Wiese, Secretary

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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Bidder's Business Address 3291 Terminal Drive

St. Paul, MN 55121

Phone No. 651-452-6100 Fax No. 651-452-0598

E-mail tmi@tmicoatings.com

SUBMITTED on May 7, 20 18 .

New Mexico Contractor's License Number 381262

License Classifications GF07, GS29

New Mexico Department of Workforce Solutions Registration Number 1742820150122

Federal Identification Number (FEIN #) 41-1528126

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 May 9, 2018 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 June 2018. 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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: 41-1528126

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): 02-347875-006

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: TMI Coatings, Inc.

AUTHORIZED AGENT: Tracy Gliori, President

ADDRESS: 3291 Terminal Drive, St. Paul, MN 55121

TELEPHONE NUMBER: (651) 452-6100

FAX NUMBER: (651) 452-0598

DELIVERY:

STATE PURCHASING RESIDENT CERTIFICATION NO: Non-resident

NEW MEXICO CONTRACTORS LICENSE NO. 381262

BID ITEM(S): All, 1 - 10

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 Minnesota }
}
COUNTY OF Dakota }

I, Tracy Gliori, 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 7th day of May, 20 18.

(SEAL)

VICKIE LYNN PERRIER
NOTARY PUBLIC MINNESOTA
MY COMMISSION
EXPIRES 01/31/2019

Notary Public Signature

My Commission Expires: January 31, 2019

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"**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.

_____ May 7, 2018
Signature Tracy Gliori Date

President
Title (Position)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category: Tank repairs

Estimated Value of Work: $248,000

Subcontractor's Name: Paso Robles Tank, Inc.

Business Address: PO Box 2810

Hemet, CA 92546

Phone Number: 951-925-5022

E-mail Address: swombles@pasoroblestank.com

Federal Identification No. (FEIN #): 77-0541423

New Mexico Contractor's License No.: 388401

License Categories: GB98, GF07, GF08

New Mexico Dept. of Workforce Solutions Registration No.: 277-5414232016
(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:

_____ Tracy Gliori, President Date: May 7, 2018

Duplicate, complete, and submit additional sheets as required.

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Cabin Site Water Tank Rehabilitation Project Number DWSRF-3624

Contract For City of Las Vegas, NM

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

(X) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

(X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.

(X) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

(X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative

Tracy Gliori, President

Signature of Bidder's Authorized Representative Date

May 7, 2018

TMI Coatings, Inc. 3291 Terminal Drive, St. Paul, MN 55121

Name & Address of Bidder

XP-215

MBE/WBE/SBRA UTILIZATION INFORMATION SHEET

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes X No___

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? 4/23/18

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs?
   Yes___ No X Search online lists.

   If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes X No___

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes X No___

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes X No___

   If yes, please attach a brief description of portions of work you have identified for subcontracting. Steel work; cathodic protection; scaffolding; paint supply; equipment rental

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes X No___

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
   Yes X No___ e-mail

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes X No___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication. Focus Journal; Trade Journal; Twitter

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes X No___

Follow-up by phone with companies that indicate they are interested in the project. Did not receive any interest.

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Follow-up by phone with any interested firms.

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

_____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

$

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction 0 %, ($)	Equipment 0 %, ($)	Supplies 0 %, ($)	Services 0 %, ($)
WBE:	Construction 0 %, ($)	Equipment 0 %, ($)	Supplies 0 %, ($)	Services 0 %, ($)
SBRA:	Construction 0 %, ($)	Equipment 0 %, ($)	Supplies 0 %, ($)	Services 0 %, ($)

TMI Coatings, Inc. is a certified woman-owned company. WBE certificate attached.

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	WBE Subcontractor:	SBRA Subcontractor:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Tracy Gliori, President

Typed Name & Title of Authorized Representative

May 7, 2018

Signature of Bidder's Authorized Representative — Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner City of Las Vegas ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Finance Authority Drinking Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

5/7/18

(Contractor Signature & Date)

Tracy Gliori, President
TMI Coatings, Inc.

(Owner Signature & Date)

United States
Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Tracy Gliori, President
Typed Name & Title of Authorized Representative

May 7, 2018
Signature of Bidder's Authorized Representative — Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name Cabin Site Water Tank Rehabilitation
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name TMI Coatings, Inc.		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	No proposals received from any DBE firms.	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide ervices pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name Cabin Site Water Tank Rehabilitation
Bid/ Proposal No. DWSRF-3624	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name TMI Coatings, Inc.		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	No proposals received from any DBE's	

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Tracy Gliori
Title	Date
President	May 7, 2018

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name TMI Coatings, Inc.		Project Name Cabin Site Water Tank Rehabilitation
Bid/ Proposal No. DWSRF-3624	Assistance Agreement ID No. (if known)	Point of Contact Tracy Gliori
Address 3291 Terminal Drive, St. Paul, MN 55121		
Telephone No. 651-452-6100		Email Address tmi@tmicoatings.com
Issuing/Funding Entity: United States Environmental Protection Agency		

I have identified potential DBE certified subcontractors	___ YES	___ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Paso Robles Tank, Inc.	PO Box 2810 Hemet, CA 92546	$248,000	No

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Tracy Gliori
Title	**Date**
President	May 7, 2018

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas, NM ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Tracy Gliori, President
Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

May 7, 2018
Date

AIS DWSRF 314

TMI COATINGS, INC.

PRINCIPAL PERSONNEL

2017/2018

TRACY M. GLIORI – CEO/PRESIDENT/CORPORATE SALES: Has 25+ years experience in marketing protective coatings and linings projects for heavy industry, including manufacturing, power plant, and food industry. Has on-site experience at major commercial/industrial projects. Graduate of the College of St. Thomas, St. Paul, MN, with a bachelor's degree in Business Management/Marketing.

JARED WIESE –SECRETARY/CONTROLLER: Responsible for finance and administration, including accounting, insurance, state licensing, and financial requirement planning. Seventeen years of experience in various industries as a certified public accountant (CPA). Bachelor of arts degrees in Accounting and Business Management from St. John's University, Collegeville.

SCOTT SALMON – CONSTRUCTION MANAGER: Responsible for bidding, selling, and contract administration of major projects including municipal and government contracts. Twenty years experience as estimator/project manager of coatings/linings projects. Bachelor of science degree in Construction from University of Wisconsin-Stout.

AMANDA URBANSKI – HUMAN RESOURCES COORDINATOR: Responsible for human resource functions including recruiting, hiring, administration of safety training, management of required record keeping and benefits administration. Eight years of experience in the Human Resources field. Master of science degree in Human Resource Management from Capella University.

JASON JELINEK – FIELD COORDINATOR and QUALITY ASSURANCE/SAFETY MANAGER: Responsible for personnel, safety, and quality control of jobs. Graduate from the St. Cloud State University with a bachelor's degree in Business/Marketing. Six years experience working for a concrete construction company. Experience also includes working for TMI in the field as a painting foreman before moving into the office. Additional qualifications include NACE Level 3 Coating Inspector and SSPC Lead Abatement Training. Visits job sites to verify compliance with TMI safety requirements. Responsible for keeping abreast of EPA, OSHA, and other federal regulations and incorporate necessary changes.

FRED ARNOLD – SUPERINTENDENT: Responsible for supervision of crews, safety, production, equipment, application and quality control inspection of protective coatings and linings projects. Responsible for the safety and environmental health of workers at the project site. Extensive experience and background in power plants, tank farms, heavy industry, safety training and training of crews. Over twenty-five years' experience in sandblasting and application of all types of protective coatings.

JEFF HENRY –SUPERINTENDENT: Responsible for supervision of crews and the quality control inspection of work performed. Responsible for the safety and environmental health of workers at the project site. Over 15 years experience in flooring and painting projects. Safety training in Lead Awareness, OSHA and equipment. Attended various industrial-sponsored schools in related fields.

DAN JACOB – SUPERINTENDENT: Responsible for quality control matters on sandblasting and coating jobs. Familiar with all aspects of sandblasting and coating inspection and testing equipment as required by SSPC. Responsible for on site administration and compliance of lead paint removal. Over 20 years of construction experience including rigging, sandblasting and painting.

MARK BEHRENS – SUPERINTENDENT: Over twenty-five years of experience sandblasting and applying coatings and linings. Responsible for crew supervision, quality control inspection, jobsite safety and environmental health of workers.

SSPC The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers,
Provider #0004326
New York Board of Professional Engineers
American Board of Industrial Hygiene
Approved Provider #10-193

CERTIFICATE OF COMPLETION

Fred Arnold

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

C-5 SUPERVISOR/COMPETENT PERSON REFRESHER TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES

And is awarded
.8 Continuing Education Units

Course Date(s): 3/31/2017

Location: Prior Lake, MN

Instructor: Lloyd Smith

SSPC President

SSPC Executive Director

www.sspc.org | 800 Trumbull Drive Pittsburgh, PA 15205 | P: 412.281.2331 T: 877.281.7772 F: 412.281.9992

SSPC The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers,
Provider #0004326
New York Board of Professional Engineers
American Board of Industrial Hygiene
Approved Provider #10-193

CERTIFICATE OF COMPLETION

Mark P. Behrens

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

C-5 SUPERVISOR/COMPETENT PERSON REFRESHER TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES

And is awarded
.8 Continuing Education Units

Course Date(s): 3/31/2017

Location: Prior Lake, MN

Instructor: Lloyd Smith

SSPC President

SSPC Executive Director

www.sspc.org | 800 Trumbull Drive Pittsburgh, PA 15205 | P: 412.281.2331 T: 877.281.7772 F: 412.281.9992

SSPC The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers,
Provider #0004326
New York Board of Professional Engineers
American Board of Industrial Hygiene
Approved Provider #10-193

CERTIFICATE OF COMPLETION

Jason Jelinek

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

C-5 SUPERVISOR/COMPETENT PERSON REFRESHER TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES

Course Date(s): 3/31/2017

Location: Prior Lake, MN

Instructor: Lloyd Smith

And is awarded
.8 Continuing Education Units

SSPC President

SSPC Executive Director

the society for protective coatings

Certificate of Completion

Scott R. Salmon

has successfully completed the course and exam

C-5 Supervisor/Competent Person Refresher Training for Deleading of Industrial Structures

and is awarded
0.8 Continuing Education Units

Director of Society Operations

President

St. Paul, MN
Location

December 27, 2006
Course Dates

Mitchell Blum
Instructor(s)

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

TMI COATINGS INC

LICENSE NUMBER

381262

Qualifying Party(S)

SALMON SCOTT

EXPIRES

03/31/2020

CLASSIFICATION(S)

GF07, GS29

DIRECTOR

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

Certificate of Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

TMI Coatings, Inc.

3291 TERMINAL DR

EAGAN, MN, 55121-1610

has registered with the Department of Workforce Solutions

Registration Date: 12/29/2016 **Registration Number: 1742820150122**

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

SSPC The Society For Protective Coatings

TMI Coatings, Inc.

of

St. Paul, MN

has met or exceeded the requirements set forth in the ***SSPC Painting Contractor Certification Program*** *for*

INDUSTRIAL HAZARDOUS PAINT REMOVAL SSPC-QP2

SSPC CERTIFIED CONTRACTOR SSPC QP2

"A"

Category

President, SSPC

March 31, 2018 – March 31, 2019

Validation Period

ANAB

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

PAINTING &
RESTORATION
CONTRACTORS

3291 Terminal Drive
St. Paul, Minnesota 55121
P: 651 452 6100 F: 651 452 0598
tmi@tmicoatings.com

tmicoatings.com

UNANIMOUS SHAREHOLDER'S AND DIRECTOR'S RESOLUTION

OF

TMI COATINGS, INC.

Tracy M. Gliori, being the sole director of the corporation, hereby adopts the following resolutions for the operation of the corporation:

The following persons are elected as officers of the corporation and have the authority to bind TMI Coatings, Inc. in signing both bid proposals and contracts:

President	Tracy Marie Gliori
Secretary	Jared Matthew Wiese

The above resolution is adopted December 6, 2017.

Tracy M. Gliori

STATE OF MINNESOTA

COUNTY OF Dakota

Tracy M. Gliori, being duly sworn, deposes and says that she is

President of TMI Coatings, Inc.

Subscribed and sworn to before me this 6th day of December 2017.

Vickie Lynn Perrier, Notary Public

Scott County

My Commission expires January 31, 2019

VICKIE LYNN PERRIER
NOTARY PUBLIC MINNESOTA
MY COMMISSION
EXPIRES 01/31/2019

vp:\tmia\shareholder_director resolution.doc

TMI Coatings, Inc
3291 Terminal Drive
Eagan, MN 55121
Tel: (651) 452-6100
Fax: (651) 452-0598

Ad Proofs

Project Name: Cabin Site Water Tank Rehabilitation

Contract/Bid #: DWSRF-3624

Awarding Agency: City of Las Vegas

Focus Journal Ad

Published On: 04/26/2018 @ 09:32:59 AM PST
Expired On: 05/09/2018 @ 11:59:59 PM PST
Messages Notifications Sent To: vperrier@tmicoatings.com
Published At: https://www.dbegoodfaith.com/good-faith-ad.php?ad_adid=41463&co_name=TMI+Coatings%2C+Inc

TMI Coatings, Inc

Is seeking qualified MBEs, WBEs

Cabin Site Water Tank Rehabilitation

DWSRF-3624

City of Las Vegas

Las Vegas, San Miguel County, NM

05/09/2018 at 02:00

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection system
Scaffolding
Paint supply
Portable toilet rental

SCOPE OF WORK:
5,000,000 gallon welded steel water storage tank interior and exterior improvements.

We are an equal opportunity employer. Please email letters of interest to bnicholson@tmicoatings.com Bonds will not be required from qualified subcontractors.

Contact Ben Nicholson at 651-452-6100 for specifications, drawings, and additional information.

bnicholson@tmicoatings.com

Get in Touch

Vickie Perrier

Ben Nicholson

(651) 452-6100

(651) 452-0598

3291 Terminal Drive
Eagan, MN 55121

Trade Journal Ad

Published On: 04/26/2018 @ 09:32:59 AM PST
Expired On: 05/09/2018 @ 11:59:59 PM PST
Published At:
http://dbejournal.com/index.php?show_ad=41463&ad_project_name=Cabin+Site+Water+Tank+Rehabilitation&co_name=TMI+Coatings%2C+Inc

TMI Coatings, Inc

is seeking qualified MBEs, WBEs

Outreach Coordinator

Vickie Perrier

Estimator

Ben Nicholson

Contact Information

3291 Terminal Drive
Eagan, MN 55121

Telephone

(651) 452-6100

Fax

(651) 452-0598

Project Name

Cabin Site Water Tank Rehabilitation

Bid/Contract #

DWSRF-3624

Awarding Agency

City of Las Vegas

Project Location

Las Vegas, San Miguel County, NM

Bid Date

05/09/2018 at 02:00

Project Details

TMI Coatings is requesting proposals for the following: Steel work Cathodic Protection system Scaffolding Paint supply Portable toilet rental SCOPE OF WORK: 5,000,000 gallon welded steel water storage tank interior and exterior improvements.

We are an equal opportunity employer. Please email letters of interest to bnicholson@tmicoatings.com Bonds will not be required from qualified subcontractors. Contact Ben Nicholson at 651-452-6100 for specifications, drawings, and additional information. bnicholson@tmicoatings.com

Tweet

Published On: 04/26/2018 @ 09:32:59 AM PST
Published At: https://twitter.com/dbegoodfaith

DBE GoodFaith Inc.

TMI Coatings, Inc is seeking MBEs, WBEs in Las Vegas - dbegoodfaith.com/good-faith-ad....

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 4:02 PM
To: andersonpsllc@aol.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Anderson Paint Store, LLC
Owner	Mr. Marcus Anderson
Address > Map This Address	18429 W. 8 Mile Detriot, MI 48219
Phone	248-747-6345
Fax	248-747-6345
Email	andersonpsllc@aol.com
Website	http://www.andersonpaintstore.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 424950 Paints (except artists') merchant wholesalers NAICS 444120 Paint stores

Commodity Codes

Code	Description
NAICS 424950	Paints (except artists') merchant wholesalers
NAICS 444120	Paint stores

Vickie Perrier

From: Dee St. Cyr <dee@bearwomanenterprises.com>
Sent: Thursday, April 26, 2018 5:53 PM
To: Vickie Perrier
Subject: RE: Request for Proposal

No bid.

Dee St. Cyr (Hoonch Henuk-ga)
President
Bear Woman Enfterprises LLC | www.bearwomanenterprises.com
790 Umatilla St., Suite 200 | Denver, CO 80204
P: (720) 443-8009 | F: (480) 638-5779
100% American Indian Woman-Owned, SBE, DBE, EBE, SDB, M/WBE

From: Vickie Perrier <vperrier@tmicoatings.com>
Sent: Thursday, April 26, 2018 3:03 PM
To: info@bearwomanenterprises.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements.
Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator

vparrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 4:03 PM
To: 'info@bearwomanenterprises.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Bear Woman Enterprises, LLC
Owner	Denise St Cyr
Address > Map This Address	790 Umatilla Street, Suite 200 Denver, CO 80204
Phone	720-443-8009
Fax	720-214-7877
Email	info@bearwomanenterprises.com
Website	www.bearwomanenterprises.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 238310 Drywall contractors NAICS 238320 Painting (except roof) contractors NAICS 238910 Demolition contractor NAICS 562910 Asbestos abatement services NAICS 562910 Environmental remediation services

Commodity Codes

Code	Description
NAICS 238310	Drywall contractors
NAICS 238320	Painting (except roof) contractors
NAICS 238910	Demolition contractor
NAICS 562910	Asbestos abatement services
NAICS 562910	Environmental remediation services

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 4:01 PM
To: tduran.jh@gmail.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	J-H SUPPLY COMPANY INC.
Owner	Tsaja Apodaca-Duran
Address > Map This Address	2132 OSUNA, N.E. Albuquerque, NM 87113
Phone	505-344-6006
Fax	505-345-2116
Email	tduran.jh@gmail.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 237310 Guardrail construction NAICS 237310 Highway line painting NAICS 237310 Painting lines on highways, streets and bridges NAICS 237310 Sign erection, highway, roads street or bridge NAICS 339950 Signs and signboards (except paper, paperboard) manufacturing

Commodity Codes

Code	Description
NAICS 237310	Guardrail construction
NAICS 237310	Highway line painting
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Sign erection, highway, road, street, or bridge
NAICS 339950	Signs and signboards (except paper, paperboard) manufacturing

Vickie Perrier

From: Rebecca Hendrix <qwfrebeccalyn@sbcglobal.net>
Sent: Thursday, April 26, 2018 1:45 PM
To: Vickie Perrier
Subject: Re: Request for Proposal

Hi Vickie,
No bid for us; we service San Antonio/Austin area.

Thanks!

Quality Welding & Fabrication
9425 Schoenthal Road, New Braunfels Tx, 78132
210-657-9090 Office 210-657-8090 Fax
www.qwftexas.com

On Thursday, April 26, 2018 11:55 AM, Vickie Perrier <vperrier@tmicoatings.com> wrote:

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements.
Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 11:55 AM
To: qwfrebeccalyn@sbcglobal.net
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:33 AM
To: 'baxleyvaldez@msn.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	ACE Rebar, Inc.
Owner	Juan Valdez
Address > Map This Address	4805 Williams St. SE Albuquerque, NM 87105
Phone	505-452-0058
Fax	505-452-9663
Email	baxleyvaldez@msn.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	-Rebar contractors -Fabricated structural metal manufacturing & installation (construction, manufacturer & supplier)

Commodity Codes

Code	Description
NAICS 238120	Rebar contractors
NAICS 332312	Fabricated structural metal manufacturing

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:33 AM
To: 'ahicks@alphabuilding.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Apache Construction Co., Inc., DBA Valley Fence Company
Owner	Paul Chavez
Address > Map This Address	1932 Coors Blvd. SW Albuquerque, NM 87121
Phone	505-877-1155
Fax	505-877-0018
Email	ahicks@valleyfencecompany.com
Website	http://valleyfencecompany.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 237310 Culverts, highway, road and street, construction NAICS 237310 Curbs and street gutters, highway, road and street, construction NAICS 237310 Guardrail construction NAICS 238990 Fencing contractors

Commodity Codes

Code	Description
NAICS 237310	Culverts, highway, road and street, construction
NAICS 237310	Curbs and street gutters, highway, road and street, construction
NAICS 237310	Guardrail construction
NAICS 238990	Fencing contractors (except electronic containment fencing for pets)

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:33 AM
To: 'baselinesupply@gmail.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements.
Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Baseline Supply LLC
Owner	Ms. Tracey Meents
Address > Map This Address	65 Turnberry Dr Monroe Township, NJ 08831
Phone	732-835-2080
Fax	888-398-2080
Email	baselinesupply@gmail.com
Website	http://www.baselinesupply.net

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	- NAICS 423310 Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers - NAICS 423320 Brick, Stone, and Related Construction Material Merchant Wholesalers - NAICS 423330 Roofing, Siding, and Insulation Material Merchant Wholesalers - NAICS 423390 Other Construction Material Merchant Wholesalers - NAICS 423610 Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers - NAICS 423710 Hardware (except motor vehicle) merchant wholesalers - NAICS 423720 Plumbing, Heating Equipment and Supplies (Wholesalers) - NAICS 423840 Industrial supplies (except disposable plastics, paper) merchant wholesalers - NAICS 424950 Paint, Varnish, and Supplies Merchant Wholesalers

Commodity Codes

Code	Description
NAICS 423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
NAICS 423710	Hardware (except motor vehicle) merchant wholesalers
NAICS 423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
NAICS 423840	Industrial supplies (except disposable plastics, paper) merchant wholesalers
NAICS 424950	Paint, Varnish, and Supplies Merchant Wholesalers

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:34 AM
To: 'uesbritt@msn.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Britt Enterprises, LLC, DBA United Electrical Service
Owner	Karen A. Britt
Address > Map This Address	3400 Vassar NE Albuquerque, NM 87107
Phone	505-259-5091
Fax	505-822-0611
Email	uesbritt@msn.com
Website	uesbritt@msn.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 23821 Electrical Contractors (construction)

Commodity Codes

Code	Description
NAICS 23821	Electrical Contractors and Other Wiring Installation Contractors

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:34 AM
To: info@burgosgroup.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Burgos Group, LLC
Owner	Mario Burgos
Address > Map This Address	320 Ranchitos Road NW, Ste B Albuquerque, NM 87114
Phone	505-908-9615
Fax	505-898-7245
Email	info@burgosgroup.com
Website	www.burgosgroup.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 236210 Industrial building (except warehouses) construction NAICS 236220 Commercial building construction NAICS 236220 Institutional building construction NAICS 237310 Highway, Street, and Bridge Construction NAICS 237990 Other Heavy and Civil Engineering Construction NAICS 238160 Roofing contractors NAICS 238210 Electrical contractors NAICS 238210 Electrical work NAICS 238220 Plumbing, Heating, and Air-Conditioning Contractors NAICS 238390 Other Building Finishing Contractors NAICS 493110 General warehousing and storage NAICS 541310 Architectural (except landscape) services NAICS 541330 Engineering services NAICS 541340 Drafting services NAICS 541611 Administrative and General management Consulting Services NAICS 541620 Environmental consulting services NAICS 561210 Facilities (except computer operation) support services NAICS 562910 Remediation Services

Commodity Codes

Code	Description
NAICS 236210	Industrial building (except warehouses) construction
NAICS 236220	Commercial building construction
NAICS 236220	Institutional building construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 238160	Roofing contractors
NAICS 238210	Electrical contractors
NAICS 238210	Electrical work
NAICS 238220	Plumbing, Heating, and Air-Conditioning Contractors

NAICS 238390	Other Building Finishing Contractors
NAICS 493110	General warehousing and storage
NAICS 541310	Architectural (except landscape) services
NAICS 541330	Engineering services
NAICS 541340	Drafting services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541620	Environmental consulting services
NAICS 561210	Facilities (except computer operation) support services
NAICS 562910	Remediation Services

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:39 AM
To: 'k.carlisle@caditcompany.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Cadit Company, Inc.
Owner	Kathryn Carlisle
Address > Map This Address	1 Cypress Court Trophy Club, TX 76262
Phone	817-430-4409
Fax	817-430-0409
Email	k.carlisle@caditcompany.com
Website	http://www.caditcompany.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	-NAICS 238120 Erecting structural steel -NAICS 332312 Fabricated structural metal manufacturing -NAICS 332322 Sheet metal work (except stampings) manufacturing

Commodity Codes

Code	Description
NAICS 238120	Erecting structural steel
NAICS 332312	Fabricated structural metal manufacturing
NAICS 332322	Sheet metal work (except stampings) manufacturing

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:40 AM
To: carrie@koppelfab.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Koppel Fabrication Inc
Owner	Ms. Carrie Guier
Address > Map This Address	10262 Hwy 127 Sweet Springs, MO 65351
Phone	660-335-4601
Fax	660-335-0114
Email	carrie@koppelfab.com
Website	www.koppelfab.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 237310 Guardrail construction NAICS 237310 Highway, Street, and Bridge Construction NAICS 332323 Ornamental and Architectural Metal Work Manufacturing NAICS 332323 Railings, metal, manufacturing

Commodity Codes

Code	Description
NAICS 237310	Guardrail construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 332323	Ornamental and Architectural Metal Work Manufacturing
NAICS 332323	Railings, metal, manufacturing

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:40 AM
To: janyv@prsabqnm.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	POST TENSIONING REINFORCING SERVICES
Owner	Edward Aragon
Address > Map This Address	8612 Paseo Alameda Blvd NE, Suite D Albuquerque, NM 87113
Phone	505-821-2556
Fax	505-821-2291
Email	janyy@prsabonm.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	-NAICS 238120: Structural steel contractors -(Construction)

Commodity Codes

Code	Description
NAICS 238120	Structural steel erecting or iron work contractors

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:40 AM
To: 'dserrano@serranosinc.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements.
Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Serrano's Inc.
Owner	Antonio Serrano, Sr
Address > Map This Address	P.O. Box 126 Bloomfield, NM 87413
Phone	505-632-9494
Email	dserrano@serranosinc.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 237310 Highway construction NAICS 484220 Bulk liquids trucking, local NAICS 484220 Dump trucking (e.g., gravel, sand, top soil) NAICS 562991 Portable toilet renting and/or servicing NAICS 562991 Pumping (i.e., cleaning) portable toilets NAICS 562991 Septic tank pumping (i.e., cleaning) services

Commodity Codes

Code	Description
NAICS 237310	Highway construction
NAICS 484220	Bulk liquids trucking, local
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 562991	Portable toilet renting and/or servicing
NAICS 562991	Pumping (i.e., cleaning) portable toilets
NAICS 562991	Septic tank pumping (i.e., cleaning) services

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:41 AM
To: 'suncitybldgs@comcast.net'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements.
Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vickie.perrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	Sun City Builders, Inc.
Owner	Claude Sapien
Address > Map This Address	1101 Medpark Drive Las Cruces, NM 88005
Phone	575-541-8125
Fax	575-526-3730
Email	suncitybldgs@comcast.net

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	-Construction Buildings -Electrical Contractors -Highway, street and bridge lighting and electrical signal istallation

Commodity Codes

Code	Description
NAICS 236	Construction of Buildings
NAICS 23821	Electrical Contractors and Other Wiring Installation Contractors
NAICS 238210	Highway, street and bridge lighting and electrical signal installation

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:41 AM
To: jfunderburg@theckgroup.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

Print

Business & Contact Information

Business Name	the CK Group, Inc.
Owner	Mr. Ogbonna Abarikwu
Address > Map This Address	16448 N 40th Street, Suite A Phoenix, AZ 85032-4700
Phone	602-482-5884
Fax	602-482-2885
Email	lfundarburg@theckgroup.com
Website	http://www.theckgroup.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	-NAICS 237310 Highway construction -NAICS 237990 Heavy Construction (Non-Building Project) -NAICS 238210 Electrical work -NAICS 541330 Engineering/Consulting services -NAICS 541370 Topographic surveying services -NAICS 541611 Business management consulting services

Commodity Codes

Code	Description
NAICS 237310	Highway construction
NAICS 237990	Other Heavy and Civil Engineering Construction
NAICS 238210	Electrical work
NAICS 541330	Engineering services
NAICS 541370	Topographic surveying services
NAICS 541611	Business management consulting services

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:42 AM
To: 'cathy@victorcorpnm.com'
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

HELP

Vendor Information

Business Name	Victor Corporation
Owner	Catherine M. Jones
Address > Map This Address	250 East Frontage Rd. Bernalillo, NM 87001
Phone	505-771-4900
Fax	505-771-4901
Email	cathy@victorcorpnm.com
Website	http://www.victorcorpnm.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	-Construction sand or gravel dredging -Prefabricated industrial building (except warehouses -Utility line (i.e., sewer, water), construction -Highway, Street, and Bridge Construction (asphalt paving) -Demolition, building and structure (Remove) -Equipment rental (except crane), construction, with operator -Grading construction sites -Curb and gutter construction, residential and commercial driveway and parking area, concrete -Construction machinery and equipment rental or leasing without operator -Environmental remediation services

Commodity Codes

Code	Description
NAICS 212321	Construction sand or gravel dredging
NAICS 236210	Prefabricated industrial building (except warehouses) erection
NAICS 237110	Utility line (i.e., sewer, water), construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238910	Demolition, building and structure
NAICS 238910	Equipment rental (except crane), construction, with operator
NAICS 238910	Grading construction sites
NAICS 238990	Curb and gutter construction, residential and commercial driveway and parking area, concrete
NAICS 532412	Construction machinery and equipment rental or leasing without operator
NAICS 562910	Environmental remediation services

Customer Support

Print This Page

Copyright © 2018 B2Gnow. All rights reserved.

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:42 AM
To: chris@weilconstruction.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

HELP

Vendor Information

Business Name	Weil Construction , Inc.
Owner	Chris Weil
Address > Map This Address	3344 Princeton Dr. NE Albuquerque, NM 87107
Phone	505-899-3535
Email	chris@weilconstruction.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 236 Construction of Buildings NAICS 237 Heavy and Civil Engineering Construction NAICS 237310 Concrete paving (i.e., highway, road, street, public sidewalk) NAICS 237310 Culverts, highway, road and street, construction NAICS 237310 Curbs and street gutters, highway, road and street, construction NAICS 238 Specialty Trade Contractors NAICS 238990 Fencing contractors (except electronic containment fencing for pets) NAICS 238990 Sidewalk construction, residential and commercial

Commodity Codes

Code	Description
NAICS 236	Construction of Buildings
NAICS 237	Heavy and Civil Engineering Construction
NAICS 237310	Concrete paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Culverts, highway, road and street, construction
NAICS 237310	Curbs and street gutters, highway, road and street, construction
NAICS 238	Specialty Trade Contractors
NAICS 238990	Fencing contractors (except electronic containment fencing for pets)
NAICS 238990	Sidewalk construction, residential and commercial

Customer Support

Print This Page

Copyright © 2018 B2Gnow. All rights reserved.

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 10:42 AM
To: shawnanoyes@gracesteelandfab.com
Subject: Request for Proposal

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements. Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Vendor Information

CLOSE WINDOW

HELP

Vendor Information

Business Name	Grace Steel and Fabrication
Owner	Ms. Shawna Noyes
Address > Map This Address	3637 E. Anne St. Phoenix, AZ 85040
Phone	480-859-0577
Fax	480-634-5037
Email	shawnanoyes@gracesteelandfab.com
Website	http://www.gracesteelandfab.com

Certification Information

Certifying Agency	New Mexico Department of Transportation
Certification Type	DBE - Disadvantaged Business Enterprise
Certified Business Description	NAICS 332312 Fabricated structural metal manufacturing NAICS 423510 Metal Service Centers and Other Metal Merchant Wholesalers NAICS 425120 Petroleum brokers NAICS 541611 General management consulting services

Commodity Codes

Code	Description
NAICS 332312	Fabricated structural metal manufacturing
NAICS 423510	Metal Service Centers and Other Metal Merchant Wholesalers
NAICS 425120	Petroleum brokers
NAICS 541611	General management consulting services

Customer Support

Copyright © 2018 B2Gnow. All rights reserved.

Print This Page

Vickie Perrier

From: Vickie Perrier
Sent: Thursday, April 26, 2018 11:56 AM
To: Nichole Epperley
Subject: Request for Proposal

H2O Steel

TMI Coatings is requesting proposals for the following:

Steel work
Cathodic Protection System
Scaffolding
Paint supply
Portable toilet rental

PROJECT/LOCATION: Cabin Site Water Tank Rehabilitation
Located on old NM 65, adjacent to the water treatment plant
Las Vegas, NM

BID DATE & TIME: May 9, 2018 2:00 PM
PROPOSAL DUE DATE **May 7, 2018 12:00 Noon**

OWNER: City of Las Vegas, NM

SCOPE OF WORK
5,000,000 gallon welded steel water storage tank interior and exterior improvements.
Contact Ben Nicholson at 651-452-6100 or bnicholson@tmicoatings.com for specifications, drawings and additional information.

Vickie Perrier
Group Administrator
vperrier@tmicoatings.com

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

P: (952) 486-7070
F: (651) 452-0598

TMI Coatings, Inc. is WBENC certified.

Lone Mountain Contracting,

BID FORM

PROJECT IDENTIFICATION: Cabin Site Water Tank Rehabilitation

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 North Grand Ave.
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:

Addendum No.	Addendum Date
1	April 10,2018
2	May 2, 2018

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)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. "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;

2. "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

3. "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 2 – BASIS OF BID

2.01 Bidder shall 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
Lot No. 1					
1	Drain, clean, sandblast, and paint the interior of the water tank including lead abatement.	LS	1	$ 845,000	$845,000
2	Sandblast and paint the exterior roof of the water tank (no lead abatement).	LS	1	$ 156,000	$156,000
3	Remove and replace existing floor as determined after sandblasting the floor has been completed.	SF	500	$ 520.00	$ 260,000
4	Remove and replace existing rafters as determined after sandblasting the rafters and roof has been completed.	EA	50	$ 2860.00	$ 143,000
5	Remove and replace all rafter bolts.	LS	1	$ 13,000	$ 13,000
6	Remove and replace the existing cathodic protection anode system inside the tank.	LS	1	$39,000	$ 39,000
7	Install new water level target and float system.	LS	1	$ 19,500	$ 19,500
8	Exterior ladder and safety climb improvements.	LS	1	$ 8450.00	$ 8450.00
9	Pre-Authorized Construction Changes	ALLOW	1	$ 25,000.00	$ 25,000.00
10	Mobilization, Insurance, and Bonds	LS	1	$ 35,000.00	$ 35,000.00
11	Demobilization and Closeout	LS	1	$ 12,000.00	$ 12,000.00

Subtotal (Bid Items 1 through 11) $ 1,555,950.00

Lot No. 2					
12	Pressure wash and paint the exterior walls of the water tank (no lead abatement).	LS	1	$ 65,000	$ 65,000

Subtotal (Bid Item 12) $ 65,000

TOTAL BID AMOUNT (BID ITEMS 1 THROUGH 12) (Exclusive of NMGRT) $ 1,620,950.00

EJCDC C-410 Suggested Bid Form for Construction Contracts
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause with the following forms:

- EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet
- EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- EPA Form XP-211: Bidder's Certification
- EPA Form XP-315: Davis Bacon Act Certification

Replace

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

- EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized)
- EPA Form AIS DWSRF 314 – American Iron and Steel Certification

D. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

E. Lead Paint Abatement Certification

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

Corporation Name: LONE MOUNTAIN CONTRACTING. INC (SEAL)

State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): JAMES N BLEA

Title: PRESIDENT

(CORPORATE SEAL)

Attest LESLIE BLEA

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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Bidder's Business Address 125 Bosque Farms Blvd
Bosque Farms, NM 87068

Phone No. 505-869-2996 Fax No. 505-869-2412

E-mail nick@lomemountain.com

SUBMITTED on May 9, 20 18.

New Mexico Contractor's License Number 18995

License Classifications GB02, GB98, GF07, GS21, GS29, MM01

New Mexico Department of Workforce Solutions Registration Number 01946020110715

Federal Identification Number (FEIN #) 88-0117505

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 May 9, 2018 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 **June 2018 .** 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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: 88-0117505

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): 01-138540-00-5

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: Lone Mountain Contracting Inc

AUTHORIZED AGENT: James N Blea, President

ADDRESS: 125 Bosque Farms Blvd Bosque Farms NM 87068

TELEPHONE NUMBER: (505) 869-2629

FAX NUMBER: (505) 869-9411

DELIVERY: 125 Bosque Farms Blvd Bosque Farms NM 87068

STATE PURCHASING RESIDENT CERTIFICATION NO: L0632268752

NEW MEXICO CONTRACTORS LICENSE NO. 18995

BID ITEM(S): Lot #1 items 1 through 11, Lot #2 item 12

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, James N Blea, 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 9th day of May, 2018.

(SEAL) OFFICIAL SEAL
Laurie M. Granados
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 7/31/19

Notary Public Signature

My Commission Expires: 7/31/19

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"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.

James N Blea

Signature

May 9 2018

Date

James N Blea President

Title (Position)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068

SURETY *(Name and Address of Principal Place of Business)*:
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

OWNER *(Name and Address)*:
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

BID
Bid Due Date: May 9, 2018
Description *(Project Name and Include Location)*: Cabin Site Water Tank Rehabilitation. DWSRF-3624. Las Vegas, NM.

BOND
Bond Number: Bid Bond
Date *(Not earlier than Bid due date)*: May 9, 2018
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	SURETY
Lone Mountain Contracting, Inc. (Seal)	Merchants Bonding Company (Mutual) (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: James N. Blea	By: Shirley A. Talley
Signature	Signature (Attach Power of Attorney)
James N. Blea	Shirley A. Talley
Print Name	Print Name
President	Attorney-In-Fact
Title	Title
Attest: Kelly Chittenden	Attest:
Signature	Signature
Production Coordinator	Client Service Agent
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.

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barbara Chavez; David C Mitchie; David Long; Michael T Byrd; Randi L Morgan; Shirley A Talley; Susan D Martin; Thomas M Padilla

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 19th day of December, 2017.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 19th day of December 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of May, 2018

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

LONEMOU-01 BKAILEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2018

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

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

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
7770 Jefferson Street NE
Suite 101
Albuquerque, NM 87109

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Depositors Insurance Company	42587
INSURER B : Allied Insurance Company of America	10127
INSURER C : Builders Trust of New Mexico	
INSURER D : Nationwide Mutual Insurance Company	23787
INSURER E :	
INSURER F :	

INSURED
Lone Mountain Contracting Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR			ACP3017804080	07/11/2017	07/11/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,000
							MED EXP (Any one person) $	5,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE $	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER						$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO			ACP3017804080	07/11/2017	07/11/2018	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $	
	DED RETENTION $						$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WC100003962	01/01/2018	01/01/2019	E.L. EACH ACCIDENT $	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	2,000,000
							E.L. DISEASE - POLICY LIMIT $	2,000,000
D	Leased/Rented Equip			ACP3017804080	07/11/2017	07/11/2018	$500 Deductible	400,000

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

CERTIFICATE HOLDER

City of Las Vegas
1700 North Grande Ave.
Las Vegas, NM 87701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patti Machado

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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: Abatement

Estimated Value of Work: No bids received

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:

_____ Date: May 9 2018

Duplicate, complete, and submit additional sheets as required.

LMC Past Project Experience

Repair & Spot Coating
City of Carlsbad
101 N Halagueno
Roswell, NM 88201
Carlsbad, NM 88221
Contact: Russ Doss
Phone: 575-441-5956
Amount: 149,685

Job Type: 5,000,000 Gallon Concrete

Completion Date: 2017

Hagerman Tank Renovations
Town of Hagerman
Corner of Morgan & NM 2
Roswell, NM 88201
Contact: Ray Fresquez
Phone: 575-623-8402
Amount: 107,446.25

Job Type: Tank Renovations

Completion Date: 2016

Hobbs Snyder Tank
City of Hobbs
928 East Snyder St.
Hobbs, NM 88240
Contact: JJ Murphy
Phone: 575-397-9200
Amount: 564,000.00

Job Type: Renovate 2 5,000 Gal tanks

Completion Date: 2014

Corona Red Cloud Water Tank
Village of Corona
461 Corona Main St.
Corona, NM 88318
Contact: Janet Verna
Phone: 575-849-5511
Dollar Value: $155,657.85

Job Type: General Construction

Completed: 2008

Zuni Tank & Well Improvements
Zuni Public School District No. 89
Zuni, NM 87327
Contact: Darleen Cabeza de Vaca
Phone: 505-890-5030
Dollar Value: $135,923.76

Job Type: Commerical Tanks

Completed: 2004

Solacito Storage Tank
Solacito Mutual Domestic Water Assn.
19 Camino Seco South
Espanola, NM 87532
Contact: John Paul Romero
Phone: 505-455-2151
Dollar Value: $61,531.27

Job Type: Commerical Tanks

Completed: 2004

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **LONE MOUNTAIN CONTRACTING, INC.**

DBA: **LONE MOUNTAIN CONTRACTING**
125 BOSQUE FARMS BLVD
BOSQUE FARMS, NM 87068-8931

Expires: **14-Jan-2018**

Certificate Number:

L0632268752

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: **LONE MOUNTAIN CONTRACTING INC.**

PERMANENT LICENSE #18995

Located at: **125 BOSQUE BLVD., BOSQUE FARMS, NM 87068**

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:

GB98, GF05, GF07, GF09, GS21, 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

06/15/1981

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 Contractor Registration

New Mexico Department of WORKFORCE SOLUTIONS

This is to certify that

Lone Mountain Contracting, Inc.

125 BOSQUE FARMS BLVD.

BOSQUE FARMS , NM, 87068

has registered with the Department of Workforce Solutions

Registration Date: 6/10/2016 **Registration Number: 01946020110715**

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

EPA SUPPLEMENTAL CONDITIONS

(9-13)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

Supplemental conditions
for
Federally Assisted Drinking Water
Infrastructures under the
Drinking Water State Revolving Loan Fund
Revised September 2013

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4
8. American Iron and Steel Certification AIS DWSRF 314

Form to be provided with every construction pay application:

8. XP-214 Labor Standards Certification

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
  http://www.dol.gov/compliance/laws/comp-copeland.htm

- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
  http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf

- Disadvantaged Business Enterprise, 40 CFR Part 33
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40

- Equal Employment Opportunity, 41 CFR Part 60
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41

- Labor Standards, 29 CFR Parts 4 & 6
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20c960f56bc66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29

- Nondiscrimination, 40 CFR Part 7
  http://www.epa.gov/ocr/docs/40p0007.pdf

- OMB Circular A-133
  http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf

- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
  http://www.epa.gov/region6/6en/w/sw/swcon98.pdf

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Cabin Site Water Tank Rehabilitation Project Number 2018-19

Contract For Lone Mountain Contracting, Inc.

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

(x) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

(x) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

(x) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

(x) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

(x) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative Date

James N Blea, President 5/9/18

125 Bosque Farms Blvd. Bosque Farms, NM 87068

Name & Address of Bidder

XP-215 **MBE/WBE/SBRA UTILIZATION INFORMATION SHEET**

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes___ No_X_

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs? Yes___ No_X_

   If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No_X_

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes___ No_X_

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes___ No_X_

   If yes, please attach a brief description of portions of work you have identified for subcontracting.

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No_X_

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project? Yes___ No_X_

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes___ No_X_

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication.

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes___ No_x_

   If yes, please list person who attended conference as representative of MBE/WBE/SBRA

   Name & Title of Person: _____

   Name of MBE/WBE/SBRA: _____

   Address: _____ Phone: _____

   Date and Place of Conference: _____

   _____

   Name & Title of Person: _____

   Name of MBE/WBE/SBRA: _____

   Address: _____ Phone: _____

   Date and Place of Conference: _____

   _____

   Name & Title of Person: _____

   Name of MBE/WBE/SBRA: _____

   Address: _____ Phone: _____

   Date and Place of Conference: _____

10. Total dollar amount of the contract:

    $

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction ($)	____%	Equipment ($)	____%	Supplies ($)	____%	Services ($)	____%
WBE:	Construction ($)	____%	Equipment ($)	____%	Supplies ($)	____%	Services ($)	____%
SBRA:	Construction ($)	____%	Equipment ($)	____%	Supplies ($)	____%	Services ($)	____%

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

James N Blea, President

Typed Name & Title of Authorized Representative

5/9/18

Signature of Bidder's Authorized Representative — Date

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner Lone Mountain Contracting, Inc. ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Finance Authority Drinking Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

(Contractor Signature & Date)
James N Blea, President 5/9/18

(Owner Signature & Date)

United States
Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

James N. Blea, President

Typed Name & Title of Authorized Representative

5/9/18

Signature of Bidder's Authorized Representative — Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

Not Applicable

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide ervices pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Not Applicable

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name	Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Tessie Emond
Title	**Date**
General Manager	5/9/18

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Lone Mountain Contracting, Inc.		Project Name Cabin Site Tank Rehabilitation
Bid/ Proposal No. 2018-19	Assistance Agreement ID No. (if known)	Point of Contact Tessie Emond
Address 125 Bosque Farms Blvd. Bosque Farms, NM 87068		
Telephone No. 505-869-2996		Email Address tessie@lonemountain.com
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	__ YES	_x NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
	Not Applicable		

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Tessie Emond
Title	**Date**
General Manager	5/9/18

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of Lone Mountain Contracting, Inc. ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

James N Blea, President

Typed Name & Title of Contractor's Authorized Representative

Signature of Contractor's Authorized Representative

5/9/18

Date

AIS DWSRF 314

D+R Tank Company

MAY 03 2018

2:04p

BID FORM

PROJECT IDENTIFICATION: Cabin Site Water Tank Rehabilitation

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: City of Las Vegas
1700 North Grand Ave.
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:

Addendum No.	Addendum Date
1	4/10/18
2	5/2/18

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)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

I. 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;

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. "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;

2. "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

3. "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 2 – BASIS OF BID

2.01 Bidder shall 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
Lot No. 1					
1	Drain, clean, sandblast, and paint the interior of the water tank including lead abatement.	LS	1	$ 595,818.00	$ 595,818.00
2	Sandblast and paint the exterior roof of the water tank (no lead abatement).	LS	1	$ 152,382.00	$ 152,382.00
3	Remove and replace existing floor as determined after sandblasting the floor has been completed.	SF	500	$ 62.00	$ 31,000.0
4	Remove and replace existing rafters as determined after sandblasting the rafters and roof has been completed.	EA	50	$ 1,935.00	$ 96,750.00
5	Remove and replace all rafter bolts.	LS	1	$ 12,044.00	$ 12,044.00
6	Remove and replace the existing cathodic Protection anode system inside the tank.	LS	1	$ 22,303.00	$ 22,303.00
7	Install new water level target and float system.	LS	1	$ 7,338.00	$ 7,338.00
8	Exterior ladder and safety climb improvements.	LS	1	$ 8,041.00	$ 8,041.00
9	Pre-Authorized Construction Changes	ALLOW	1	$ 25,000.00	$ 25,000.00
10	Mobilization, Insurance, and Bonds	LS	1	$ 35,000.00	$ 35,000.00
11	Demobilization and Closeout	LS	1	$ 12,000.00	$ 12,000.00

Subtotal (Bid Items 1 through 11) $ 997,676.00

Lot No. 2					
12	Pressure wash and paint the exterior walls of the water tank (no lead abatement).	LS	1	$	$ 91,907.00

Subtotal (Bid Item 12) $ 91,907.00

TOTAL BID AMOUNT (BID ITEMS 1 THROUGH 12) (Exclusive of NMGRT) $ 1,089,583.00

D & R TANK COMPANY CORPORATE SEAL NEW MEXICO

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Total Bid: One Million, Eighty Nine Thousand, Five Hundred Eighty Three and no cents.

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 right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner 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 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. U.S. EPA – Region 6 Model Contract Clause with the following forms:

- EPA Form XP-215: MBE/WBE/SBRA Utilization Information Sheet
- EPA Form 5700-49: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- EPA Form XP-211: Bidder's Certification
- EPA Form XP-315: Davis Bacon Act Certification

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

- EPA Form 6100-4: DBE Subcontractor Utilization Form (if DBE Subcontractor Utilized)
- EPA Form AIS DWSRF 314 – American Iron and Steel Certification

D. Forms included in the City of Las Vegas Standard Bid Clauses (pages BID-9 to BID-15)

E. Lead Paint Abatement Certification

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): _____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

A Corporation

Corporation Name: D&R Tank Company (SEAL)

D&R TANK COMPANY CORPORATE SEAL NEW MEXICO

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Sabrina Ansley

Title: COO

(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.)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Bidder's Business Address 1210 Prosperity Ave SW

Albuquerque, NM 87105

Phone No. (505) 873-1101 Fax No. (505) 877-6548

E-mail sabrina@drtank.com

SUBMITTED on May 9, 20 18.

New Mexico Contractor's License Number 26784-NM

License Classifications GF07, GF08, & GB98

New Mexico Department of Workforce Solutions Registration Number 0034920050527

Federal Identification Number (FEIN #) 85-0282808

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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 May 9, 2018 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 **June 2018**. 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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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- 0282808

SOCIAL SECURITY NUMBER: NA

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): 01131295005

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BIDDER INFORMATION

BIDDER: D&R Tank Company

AUTHORIZED AGENT: Sabrina Ansley

ADDRESS: 1210 Prosperity Ave SW, Albuquerque, NM 87105

TELEPHONE NUMBER: (505)873-1101

FAX NUMBER: (505) 877-6548

DELIVERY: 1210 Prosperity Ave SW, Albuquerque, NM 87105

STATE PURCHASING RESIDENT CERTIFICATION NO: L1170646832

NEW MEXICO CONTRACTORS LICENSE NO. 26784

BID ITEM(S): Lot No. 1 #1-11. Lot No. 2 #12

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, Sabrina Ansley, 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.

Sabrina Ansley
Signature

Subscribed and sworn to before me, this 9th day of May, 2018.

(SEAL)

Notary Public Signature

My Commission Expires: 12/19/20

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

"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: N/A

Name of Applicable Public Official: N/A

Date of Contribution(s) Made: N/A

Amount(s) of Contribution(s): $0

Nature of Contribution(s): N/A

Purpose of Contribution(s): N/A

(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

May 9, 2018

Date

CEO

Title (Position)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

BID BOND

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*: D & R Tank Company, Inc.
1210 Prosperity SE
Albuquerque, NM 87105

SURETY *(Name and Address of Principal Place of Business)*: Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266

OWNER *(Name and Address)*: City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701

BID
Bid Due Date: May 9, 2018
Description *(Project Name and Include Location)*: 5.0 MG Tank Draining, Cleaning, and Improvements
Bid #: DWSRF-3624

BOND
Bond Number:
Date *(Not earlier than Bid due date)*: May 9, 2018
Penal sum Five Percent of Principal's 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	**SURETY**
D & R Tank Company, Inc. (Seal)	Merchants Bonding Company (Mutual) (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Sabrina Ansley	Dick Minick
Print Name	Print Name
Chief Operating Officer	Attorney-in-Fact
Title	Title
Attest: Signature	Attest: Signature
Admin	Secretary
Title	Title

D & R TANK COMPANY CORPORATE SEAL NEW MEXICO

Note: Above 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,

Dick Minick

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION ($5,000,000.00) DOLLARS

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 15th day of August, 2015.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF Dallas ss.
On this 15th 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.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

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

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 9th day of May, 2018.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (6/15)

October 1, 2006

Resolution of the Board of Directors
Of
D & R Tank Company, Inc.

On October 1, 2006 the following resolution to amend D & R Tank Company, Inc List of authorized Signatures to include Sabrina Ansley for Contract Documents, Release of Lien, Bonds, forms for day to day operations of the Corporation excluding any Loan or Property sales or exchanges.

Sabrina G. Ansley _____

Board of Directors:

_____ _____ _____
Donald G. Ansley – President Ronald D. Ansley V.P. Carol R. Ansley Sec/Tres

Treasurer, each of whom shall be elected by the Board of Directors at the time and in the manner prescribed by these Bylaws. Other officers and assistant officers and agents deemed necessary may be elected or appointed by the Board of Directors or chosen in the manner prescribed by these Bylaws. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. All officers and agents of the corporation, as between themselves and the corporation, shall have the authority and perform the duties in the management of the corporation as provided in these Bylaws or as determined by resolution of the Board of Directors not inconsistent with these Bylaws.

SECTION 2. Election and Term. All officers of the corporation shall be elected annually by the Board of Directors at its regular meeting held immediately after the annual meeting of shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor has been duly elected and qualified, or until a vacancy occurs as hereinafter set forth.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Vacancies may be filled, or offices created and filled, at any meeting of the Board of Directors.

SECTION 4. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

SECTION 5. Duties of Officers. The duties and powers of the officers of the corporation shall be as follows and shall hereafter be set by resolution of the Board of Directors:

Chairperson of the Board of Directors

The Board of Directors shall have the right and power to elect a chairperson from among the members of the Board of Directors. If a chairperson of the Board of Directors is elected, the chairperson shall preside at all meetings of the Board of Directors in place of the President of the corporation, and the chairperson may also cast a vote on all questions.

MINUTES OF FIRST MEETING

OF

SHAREHOLDERS AND DIRECTORS

OF

D & R TANK COMPANY

A New Mexico Corporation

A consent meeting of the shareholders and the Board of Directors of D & R TANK COMPANY, a New Mexico corporation, was held on the 25th day of April, 1980, at 8:00 o'clock in the forenoon in the office of its legal counsel, Knight and Sullivan, a Professional Association, Suite 300, 200 Lomas Boulevard, N. W., Albuquerque, New Mexico, and the undersigned directors and shareholders, if not in fact present in person, by their signatures hereto, do consent to, ratify and confirm all matters set forth herein.

ATTENDANCE: All of the persons who have affixed their signatures hereto shall be deemed to have been present in person and agree to be bound by all of the matters set forth herein.

ORDER AND QUORUM: Don Ansley acted as Chairman of the meeting and Gordon L. Skarsgard acted as Secretary of the meeting. The Chairman determined that a quorum was present.

PURPOSE: The Chairman stated that the meeting was called for the purpose of holding the organizational meeting of the corporation, to adopt Bylaws, to elect officers, to do any and all other things necessary to organize the corporation and to transact such other business as may come before the meeting.

ARTICLES OF INCORPORATION: The Secretary reported that the Certificate of Incorporation was issued by the New Mexico State Corporation Commission on March 26, 1980. The Articles of Incorporation and the Certificate of Incorporation were ordered to be made a part of the permanent records of this corporation.

BYLAWS: The Chairman then presented and reviewed the proposed Bylaws relating to the management and conduct of the business and affairs of the corporation, its rights and powers, and the rights and powers of the shareholders, directors and officers. It was further stated that the Bylaws presented had

MINUTES OF SECOND MEETING OF SHAREHOLDERS AND DIRECTORS OF

D & R TANK COMPANY

A NEW MEXICO CORPORATION

A consent meeting of the shareholders and the board of directors of D & R TANK COMPANY, a New Mexico Corporation, was held on the 1st day of September, 1981, at 8:00AM at the office of D & R TANK COMPANY 4524 Broadway SE Albuquerque, NM 87105. The undersigned directors and shareholders, if not in fact present in person, by their signatures hereto, do consent to, ratify and confirm all matters set forth herein.

ATTENDENCE: All of the persons who have affixed their signatures hereto shall be deemed to have been present in person and agree to be bound by all of the matters set forth herein.

ORDER AND QUORUM: Donnie Ansley acted as Chairman of the meeting and Carol Ansley acted as Secretary of the meeting. The chairman determined that a quorum was present.

PURPOSE: The Chairman stated that the meeting was called for the purpose of updating shares of stock issued, change in officer statis, borrowing procedure, and date of year end.

ELECTION OF DIRECTORS: Statis of directors is unchanged from first meeting dated April 25, 1980.

ELECTION OF OFFICERS: A change of order of officers is called for due to the need of President or Vice-President and secretary to be able to sign and excute contracts should either the President or Vice-President be out of town at the time of signing. Therefore officers are as follows:

PRESIDENT	DONNIE G. ANSLEY
V.PRESIDENT	RONNIE D. ANSLEY
SECRETARY-TREASURER	CAROL R. ANSLEY

BORROWING: All officers of the corporation are authorized to sign loans or notes for the corporation.

STOCK: An additional 6,350 shares of stock have been issued at $1.00 par value for a total of 21,350 shares issued - equally divided 10,675 to Donnie G. Ansley 10,675 shares to Ronnie Ansley.

FISCAL YEAR END: Year end is to be December 31st of each year.

ADJOURNMENT: There being no other or further business to come before the meeting, the meeting was duly adjourned.

Donnie G. Ansley — DONNIE G. ANSLEY

Ronnie D. Ansley — RONNIE D. ANSLEY

Carol R. Ansley — CAROL R. ANSLEY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we D & R Tank Company, Inc.
1210 Prosperity SE
Albuquerque, NM 87105
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)
6700 Westown Parkway
West Des Moines, IA 50266
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Las Vegas
1700 N. Grand Avenue, Las Vegas, NM 87701
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Principal's Bid

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

WHEREAS, the Principal has submitted a bid for 5.0 MG Cabin Site Water Tank Project
Las Vegas, NM
(Here insert full name, address and description of project)

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

Signed and sealed this 4th day of January 2017

(Witness)

D & R Tank Company, Inc.
(Principal) (Seal)

Sabrina Ansley, Chief Operating Officer
(Title)

(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)

Dick Minick, Attorney-In-Fact
(Title)

COPY

STATE OF NEW MEXICO

COMMERCE AND INDUSTRY DEPARTMENT

CONSTRUCTION INDUSTRIES DIVISION

PERMANENT LICENSE NO. 26784

Signature of Contractor

Rt. 9 Box 830
Albuquerque, NM 87105
Address

THIS IS TO CERTIFY THAT D & R TANK COMPANY HAS COMPLIED WITH ALL THE REQUIREMENTS OF THE LAW AND IS HEREBY LICENSED AS A CONTRACTOR, TO OPERATE UNDER THE CLASSIFICATIONS OF:

GB-98 GF-8

TO PERFORM AN AGGREGATE DOLLAR-AMOUNT OF CONTRACTS OF $ 100,000+

GIVEN UNDER MY HAND AND THE SEAL OF THE **CONSTRUCTION INDUSTRIES DIVISION** AT SANTA FE, NEW MEXICO, THIS 24th DAY OF March, 1987

Director

(ATTACH CURRENT CARD)

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

D & R TANK COMPANY

LICENSE NUMBER
26784

EXPIRES
03/31/2021

Qualifying Party(S)
ANSLEY RONNIE
ANSLEY DONALD G.

CLASSIFICATION(S)
GB98, GF07 GF08

This card is the property of the C.I.D. and shall be surrendered upon demand

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 LICENSE IS **NOT TRANSFERABLE.**
CHAPTER 199, SESSION LAWS, 1967 REGULAR SESSION.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **D & R TANK COMPANY**

DBA: **D & R TANK COMPANY**
1210 PROSPERITY AVE SE
ALBUQUERQUE, NM 87105-0672

Expires: **20-Mar-2021**

Certificate Number:

L1170646832

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

Contractor Registration Search

Search for Registered Contractors

Select the Search button below to complete a search of Contractor Registrations. To refine your search,

enter your desired search criteria using any of the fields below and then selecting the Search button.

Selecting the Reset button will clear all search field criteria entries.

Enter Information

FEIN: 85-0282808

Registration Number:

Contractor Name: ☐ Contains

DBA Name: ☐ Contains

Search Results

Registration Number	Contractor Name	DBA Name	Phone Number	Address Line1	Registration Date	Expiration Date	Registration Status
0034920050527	D&R TANK COMPANY		5058731101	1210 PROSPERITY AVE SE	06/27/2016	07/24/2018	Active

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: Paint

Estimated Value of Work: $830,000.00

Subcontractor's Name: Luckinbill, Inc

Business Address: PO Box 186
Enid, OK 73702

Phone Number: (580) 233-2026

E-mail Address: joey.slayter@luckinbill.com

Federal Identification No. (FEIN #): 73-0609179

New Mexico Contractor's License No.: 354079

License Categories: GB98

New Mexico Dept. of Workforce Solutions Registration No. 002399520120210
(list only if value of work is in excess of $60,000)

Subcontract Category: NA

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)

SSPC The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers,
Provider #0004326
New York Board of Professional Engineers
American Board of Industrial Hygiene
Approved Provider #10-193

CERTIFICATE OF COMPLETION

Joey Slayter

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

C-5 SUPERVISOR/COMPETENT PERSON REFRESHER TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES

And is awarded
.8 Continuing Education Units

Course Date(s): 2/20/2017

Location: Oklahoma City, OK

Instructor(s): Lloyd Smith

SSPC President

SSPC Executive Director

SSPC The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers,
Provider #0004326
New York Board of Professional Engineers
American Board of Industrial Hygiene
Approved Provider #10-193

CERTIFICATE OF COMPLETION

Ben Davis

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

C-5 SUPERVISOR/COMPETENT PERSON REFRESHER TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES

Course Date(s): 2/20/2017

Location: Oklahoma City, OK

Instructor(s): Lloyd Smith

SSPC President

SSPC Executive Director

And is awarded
.8 Continuing Education Units

www.sspc.org | 800 Trumbull Drive Pittsburgh, PA 15205 | P: 412.281.2331 T: 877.281.7772 F: 412.281.9992

SSPC The Society For Protective Coatings

ACCREDITED IACET PROVIDER

IACET Provider # 1003373
Florida Board of Professional Engineers,
Provider #0004326
New York Board of Professional Engineers
American Board of Industrial Hygiene
Approved Provider #10-193

CERTIFICATE OF COMPLETION

Keith Jones

Has fulfilled the requirements of
SSPC: The Society for Protective Coatings'

C-5 SUPERVISOR/COMPETENT PERSON REFRESHER TRAINING FOR DELEADING OF INDUSTRIAL STRUCTURES

And is awarded
.8 Continuing Education Units

Course Date(s): 2/20/2017

Location: Oklahoma City, OK

Instructor(s): Lloyd Smith

SSPC President

SSPC Executive Director

Subcontract Category NA

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 NA

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: May 9, 2018

Duplicate, complete, and submit additional sheets as required.

EPA SUPPLEMENTAL CONDITIONS

(9-13)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6

Supplemental conditions
for
Federally Assisted Drinking Water
Infrastructures under the
Drinking Water State Revolving Loan Fund
Revised September 2013

REPRODUCTION OF THIS GUIDANCE
SHOULD BE ON COLORED PAPER,
PREFERABLY PINK

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certifications Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-2
6. 6100-3
7. 6100-4
8. American Iron and Steel Certification AIS DWSRF 314

Form to be provided with every construction pay application:

8. XP-214 Labor Standards Certification

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
  http://www.dol.gov/compliance/laws/comp-copeland.htm

- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr180_main_02.tpl
  http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf

- Disadvantaged Business Enterprise, 40 CFR Part 33
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40

- Equal Employment Opportunity, 41 CFR Part 60
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41

- Labor Standards, 29 CFR Parts 4 & 6
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title29/29cfr4_main_02.tpl
  http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29

- Nondiscrimination, 40 CFR Part 7
  http://www.epa.gov/ocr/docs/40p0007.pdf

- OMB Circular A-133
  http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf

- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
  http://www.epa.gov/region6/6en/w/sw/swcon98.pdf

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP-211

BIDDER'S CERTIFICATION*

In Compliance with Equal Employment Opportunity and Nonsegregated Facilities

Project Name Cabin Site Water Tank Rehab Project Number 2018-19

Contract For City of Las Vegas

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

(X) I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

(X) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.** I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

( ) I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375.**

(X) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

(X) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding $10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Typed Name & Title of Bidder's Authorized Representative Sabrina Ansley - COO

Signature of Bidder's Authorized Representative Date

May 9, 2018

D&R Tank Company, 1210 Prosperity Ave SE Albuquerque, NM 87105

Name & Address of Bidder

XP-214

CERTIFICATION BY CONTRACTOR
STATEMENT OF COMPLIANCE
WITH LABOR STANDARDS

In accordance with Title 29, Subtitle A, Part 5, Section 5.6(a)(1), each monthly pay application must be accompanied by the following certification executed by each prime contractor employing mechanics and laborers at the site on work in which the New Mexico Finance Authority Drinking Water State Revolving Loan makes funds available to participate:

Pay Application No. _____ for period _____ to _____

_____ _____
Name of Project Location

_____ _____
Contract No. Date Contract Awarded

Project No._____

I hereby certify that all of the contract requirements as specified under the applicable labor standards as set forth in the Davis-Bacon Act, the Copeland "Anti-Kickback" Act and the Contract Work Hours and Safety Standards Act, have been complied with by _____ _____ as principal contractor and by each _____
(Name of Contractor)
subcontractor employing mechanics or laborers at the site of the work, or there is a substantial dispute with the respect to the required provisions. I also certify that I have submitted all weekly payroll to _____(Name of grantee).

_____
Typed Name & Title of Contractor's Authorized Representative

_____
Signature of Contractor's Authorized Representative Date

Owner/Grantee Certification

I hereby certify that the above is true to the best of my knowledge and that I have reviewed all certified payroll supplied by the prime contractor and certify that it meets all labor standards as set forth in the Davis Bacon Act.

_____
Signature of Grantee Authorized Representative Date

I understand that the falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

XP-215 **MBE/WBE/SBRA UTILIZATION INFORMATION SHEET**

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
SBRA: Construction , Equipment , Supplies , Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes___ No X

   If yes, when did you update your MBE/WBE/SBRA solicitation lists? _____

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRAs?
   Yes___ No X
   If yes, name the publications:

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes___ No X

4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes___ No X

5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRAs including the bonding range? Yes___ No X
   If yes, please attach a brief description of portions of work you have identified for subcontracting. None

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes___ No X

7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
   Yes___ No X

   If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes X No___

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication. ✓Attached

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes___ No X

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

$

11. Total dollar amount and percentage of MBE/WBE/SBRA participation:

MBE:	Construction ($)	0 %	Equipment ($)	0 %	Supplies ($)	0 %	Services ($)	0 %
WBE:	Construction ($)	0 %	Equipment ($)	0 %	Supplies ($)	0 %	Services ($)	0 %
SBRA:	Construction ($)	0 %	Equipment ($)	0 %	Supplies ($)	0 %	Services ($)	0 %

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:

Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $
MBE Subcontractor:	**WBE Subcontractor:**	**SBRA Subcontractor:**
Address:	Address:	Address:
Phone:	Phone:	Phone:
Contact Person:	Contact Person:	Contact Person:
Type of Work:	Type of Work:	Type of Work:
Amount: $	Amount: $	Amount: $

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Sabrina Ansley - COO

Typed Name & Title of Authorized Representative

Sabrina Ansley

Signature of Bidder's Authorized Representative

May 9, 2018

Date

ALBUQUERQUE JOURNAL THE SUNDAY JOURNAL

Albuquerque Publishing Company
7777 Jefferson N.E. Albuquerque, New Mexico 87109
P.O. Drawer J-T Albuquerque, New Mexico 87103
(505) 823-7777

Ad Proof/Order Confirmation

Account Number
1010374

Ad Order Numbe
0001404780

D & R TANK CO
1210 PROSPERITY SE
ALBUQUERQUE, NM 87105 USA

Ordered By	Richelle	**Customer Phone**	5058731101	**Joint Ad #**
Customer EMail	lisa@drtank.com	**PO Number**		
Ad Cost	$132.40	**Sales Rep**	cwhite	
Tax Amount	$9.93	**Order Taker**	cwhite	
Total Amount	$142.33	**Payment Method**	Credit Card	
Amount Due	$142.33	**Payment Amount**	$0.00	

Affidavits 0

Pick Up #

Product	Albuquerque Journal	**Placement**	0Legal Notices
Ad Number	0001404780-01	**Classification**	0Non-governemnt
Ad Type	0 Legal Liner	**Sort Text**	DRTANKREQUESTSSUBCONTRACTORMATERIALSUPPLIERQUOTESFORTHECITYOFLASVEGASNMCABINSITE50MILLIONGALLONWELDEDSTEELWATERTANKREHABFROMSMALLBU
Ad Size	1 X 28 li		
Color			

Run Date
04/28/2018
04/28/2018
04/28/2018
04/29/2018
04/29/2018
04/30/2018
04/30/2018
05/01/2018
05/01/2018
05/02/2018
05/02/2018
05/03/2018
05/03/2018
05/04/2018
05/04/2018
05/05/2018
05/05/2018
05/06/2018
05/06/2018

*Please note this confirmation is to be considered a quote and may be subject to change.

XP-315

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner City of Las Vegas ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the New Mexico Finance Authority Drinking Water State Revolving Loan Fund and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of $2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

5/9/18

(Contractor Signature & Date) **(Owner Signature & Date)**

United States
Environmental Protection Agency

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded fro m covered transactions b y any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment t rendered against them for com mission o f fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record s, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any o f the offenses enumerated in paragraph (1) (b) o f this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause o r default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement ma y result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Sabrina Ansley - COO
Typed Name & Title of Authorized Representative

Sabrina Ansley
Signature of Bidder's Authorized Representative

May 9, 2018
Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name No DBE Contractors		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide ervices pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

No DBE Contractors

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name No DBE Contractors		Project Name
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Prime Contractor Name		Issuing/Funding Entity:

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____	Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown	

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Sabrina Ansley	Sabrina Ansley
Title	**Date**
COO	May 9, 2018

Subcontractor Signature	Print Name
Title	**Date**

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name D&R Tank Company		Project Name Las Vegas Cabin Site Water Tank Rehab
Bid/ Proposal No. 2018-19	Assistance Agreement ID No. (if known)	Point of Contact Sabrina Ansley
Address 1210 Prosperity SE, Albuquerque, NM 87108		
Te ep one No. (505) 873-1101		mail Address sabrina@drtank.com
Issuing/Funding Entity: USEPA		

I have identified potential DBE certified subcontractors	__ YES	X NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
N/A	N/A	N/A	N/A

Continue on back if needed

[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcon actor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Sabrina Ansley	Sabrina Ansley
Title	**Date**
COO	05/09/2018

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for mini izing respondent burden, including through the use of automated ollection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

American Iron And Steel Certification

The Contractor acknowledges to and for the benefit of the (City, County, or other legal entity) of City of Las Vegas ("Purchaser") and the State of New Mexico ("State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have federal statutory requirements commonly known as "American Iron and Steel;" that requires products made primarily of iron or steel be used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement including the AIS final guidance date 3/20/14 from EPA, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover from the Contractor any loss, expense, or cost incurred by the Purchaser or State resulting from any such failure, including loss of funding, whether in whole or in part, from the State or any resultant costs owed to the State by the Purchaser. The Contractor and the Purchaser agree that neither this paragraph nor any other provision of this Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Sabrina Ansley - COO

Typed Name & Title of Contractor's Authorized Representative

Sabrina Ansley

Signature of Contractor's Authorized Representative

May 9, 2018

Date

AIS DWSRF 314

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/25/18 **DEPT:** Utilities **MEETING DATE:** 06/20/18

ITEM/TOPIC: Conduct a public hearing and adopt Ordinance No. 18-03 amending Ordinance No. 18-01 entering into a loan agreement with the New Mexico Finance Authority.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval to conduct a public hearing and adopt Ordinance No. 18-03.

BACKGROUND/RATIONALE: Ordinance 18-01 was passed approved and adopted at the City Council Meeting on March 21, 2018 approving a loan with the NMFA for the purposes of obtaining for financing the acquisition of water storage rights.

A principal amount of up to $4,200,000.00 together with interest will be repaid from the distributions of the revenues from GRT. The funding agency requires that the loan be approved through ordinance. The original ordinance must be amended to allow delegation of authority to make certain determinations concerning the terms of the loan agreement and authorizing the taking of other actions in connection with the execution and delivery of the loan agreement and the intercept agreement.

STAFF RECOMMENDATION: Approval to conduct a public hearing and adopt Ordinance No. 18-03.

COMMITTEE RECOMMENDATION: This item was discussed at the regular meeting of the Utility Advisory Committee on June 12, 2018. 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

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

Revised 1/3/18

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-03

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 18-01; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF UP TO $4,200,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; DELEGATING AUTHORITY TO MAKE CERTAIN DETERMINATIONS CONCERNING THE TERMS OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project and the Project will provide for the public health, peace and safety of the Governmental Unit and its citizens; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the Municipal Capital Outlay Gross Receipts Tax pursuant to Section 7-19D-12, NMSA 1978, as amended, on the gross receipts of all persons engaging in business within the Governmental Unit, which provides for the Pledged Revenues; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed with the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained;

WHEREAS, the Governing Body adopted Ordinance No. 18-01 on March 21, 2018; and

WHEREAS, the Governing Body wishes to amend and restate Ordinance No. 18-01 in its entirety.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS THAT:

Section 1. Definitions. As used in the Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12, Section 6-14-10.2, NMSA 1978, Sections 6-21-1 through 6-21-31, NMSA 1978, Section 7-19D-12, NMSA 1978, each as amended, and enactments of the Governing Body relating to the Loan Agreement and the Intercept Agreement, including this Ordinance and the Tax Ordinance.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of any of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, City Manager, City Finance Director, and City Clerk of the Governmental Unit.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority and the Trustee in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the City Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Las Vegas, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement dated the Closing Date between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on the Term Sheet.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means this Ordinance No. 18-03 as adopted by the Governing Body on June 20, 2018, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement, as amended from time to time.

"Parity Obligations" means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet, if any.

"Pledged Revenues" means the revenues derived from the one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax enacted pursuant to Section 7-19D-12,

NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit monthly by the Distributing State Agency.

"Pricing Certificate" means one or more certificates executed by the Chair of the Governing Body and/or City Manager, pursuant to and as authorized by Section 6-14-10.2, NMSA 1978, setting forth the final terms of the Loan.

"Processing Fee" means the processing fee to be paid by the Governmental Unit on the Closing Date to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means acquiring water storage rights for the benefit of the Governmental Unit, as described in the Term Sheet.

"Tax Ordinance" means Governmental Unit Ordinance No. 06-11 adopted by the Governing Body on June 7, 2006 pursuant to Section 7-19D-12, NMSA 1978, which imposes a one-quarter of one percent (0.25%) Municipal Capital Outlay Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Trustee" means BOKF, NA, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement, and the Intercept Agreement. The Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance, execution and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan shall not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-12, NMSA 1978, as amended, the Governmental Unit has heretofore adopted the Tax Ordinance, which imposes a Municipal Capital Outlay Gross Receipts Tax of one-quarter of one percent (0.25%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of up to $4,200,000, plus interest, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project, (ii) make a deposit to the Finance Authority Debt Service Account, and (iii) pay the Processing Fee and Expenses.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an aggregate principal amount of up to $4,200,000, shall be payable in installments of principal due on the dates designated in the Loan Agreement and bear interest payable on the dates and at the rates designated in the Loan Agreement, all as approved by the Pricing Certificate. The Loan shall be sold in a private sale at par and shall have a maximum term of fifty years. The underwriter's discount for the Loan shall not exceed 2% of the par amount of the Loan.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as are consistent with this Ordinance and as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Program Account and Finance Authority Debt Service. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the payment of the Processing Fee to the Finance Authority, all as set forth in the Term Sheet.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Finance Authority Debt Service Account and the Program Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that payment for the Project has been completed. As soon as practicable after the Completion Date, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues with the lien thereon of the Parity Obligations as set forth herein and in the Loan Agreement. The Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary). Pursuant to Section 6-14-10.2, NMSA 1978, the Chair of the Governing Body and/or City Manager are each individually hereby delegated authority to execute the Pricing Certificate, and to determine any or all of the final terms of the Loan Agreement, subject to the parameters and conditions contained in this Ordinance. The Chair of the Governing Body or the City Manager shall present the Pricing Certificate to the Governing Body in a timely manner, before or after delivery of the Loan Agreement, at a regularly scheduled public meeting of the Governing Body.

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended by ordinance of the Governing Body without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Las Vegas, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 18-03 duly adopted and approved by the City Council of the City of Las Vegas, New Mexico, on June 20, 2018. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 1700 N. Grand Avenue, Las Vegas, New Mexico.

The title of the Ordinance is:

CITY OF LAS VEGAS, NEW MEXICO
ORDINANCE NO. 18-03

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 18-01; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF UP TO $4,200,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF WATER STORAGE RIGHTS FOR USE BY THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-12, NMSA 1978; PROVIDING FOR THE DISTRIBUTIONS OF THE REVENUES OF THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX FROM THE STATE TAXATION AND REVENUE DEPARTMENT TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; DELEGATING AUTHORITY TO MAKE CERTAIN DETERMINATIONS CONCERNING THE TERMS OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE INTERCEPT AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

Section 18. Amendment and Restatement. This ordinance amends, restates and supersedes Ordinance No. 18-01 in its entirety.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF JUNE, 2018.

CITY OF LAS VEGAS, NEW MEXICO

ATTEST:

_____
Mayor Tonita Gurulé-Girón

_____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

_____
City Attorney

Y:\dox\client\45395\0116\GENERAL\W3133449.DOC

$4,090,681

LOAN AGREEMENT

dated

July 27, 2018

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF LAS VEGAS, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated July 27, 2018 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF LAS VEGAS, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of acquiring water storage rights for use by the Governmental Unit as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Municipal Local Option Gross Receipts Tax pursuant to Section 7-19D-12, NMSA 1978, as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the one-quarter of one percent (.25%) Municipal Capital Outlay Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Ordinance; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12 and 7-19D-12, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Ordinance.

"Additional Payment Obligations" mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means, in the case of the Governmental Unit, Mayor, City Manager, City Finance Director and City Clerk, and, in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive

Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

"Blended Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Expenses" means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

"Finance Authority Debt Service Account" means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

"Fiscal Year" means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Council of the Governmental Unit, and any successor governing body of the Governmental Unit.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as

determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who: (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intercept Agreement" means the Intercept Agreement dated July 27, 2018, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

"Loan Agreement" means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"NMSA" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means the Governmental Unit Ordinance No. 18-03 adopted by the Governing Body on June 20, 2018, amending and restating its Ordinance No. 18-01, approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Parity Obligations" means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project(s) described on the Term Sheet.

"Tax Ordinance" means Ordinance No. 06-11 passed and approved by the Governmental Unit pursuant to the Act on June 7, 2006, with an effective date of July 1, 2007, which imposes a Municipal Local Option Gross Receipts Tax known as the one-quarter of one percent (.25%) Municipal Capital Outlay Gross Receipts Tax of the gross receipts of all persons engaging in business within the Governmental Unit.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of the Processing Fee, administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Finance Authority Debt Service Account and the Processing Fee) to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring water storage rights for used by the Governmental Unit. The Project will be acquired so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-12, NMSA 1978, as amended..

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 6.865 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is _____ years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed

the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the Processing Fee and the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Tax Ordinance the Ordinance, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and

become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date.

(x) Pledged Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the one quarter of one percent (.25%) increment of Municipal Capital Outlay Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

(g) Compliance with Securities Laws. The Finance Authority acknowledges that no offering document or prospectus has been prepared by the Governmental Unit with respect to this Loan Agreement. The Finance Authority is a sophisticated accredited investor regularly making loans and purchasing securities similar to this Loan Agreement and has been provided with and has reviewed such information as it deems relevant in making its decision to make the Loan to the Governmental Unit. Other than the pledge to the Trustee described above, the Finance Authority will not sell, pledge, transfer, convey, hypothecate, mortgage or dispose of the Loan Agreement, or any portion thereof, except to persons who have been provided sufficient information with which to make an informed investment decision regarding the Loan Agreement and in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder and applicable state securities laws and regulations.

(h) Finance Authority Compliance with Policies. As related to this Loan Agreement, the Finance Authority has complied with all policies and procedures as adopted and approved by the Finance Authority Board of Directors, or such policies have been waived by the Finance Authority Board of Directors.

ARTICLE III
LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV
LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

(c) To the Finance Authority, payment in the amount shown on the Term Sheet as the Processing.

ARTICLE V
LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account such account being held by the Trustee, and; (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All

Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is November 1, 2018), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2019), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, applied to the prepayment of the Loan pursuant to Article VIII hereof, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

(d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Finance Director or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on said accounts shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI
THE PROJECT

Section 6.1 Agreement to Acquire the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the

Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of the Project. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII
PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after ten (10) years following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX
INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 1700 North Grand Avenue, Las Vegas, New Mexico 87701, Attention: City Manager; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance

Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on March 22, 2018, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By:_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By:_____
Daniel C. Opperman
General Counsel

CITY OF LAS VEGAS, NEW MEXICO

[SEAL]

By: _____
Mayor Tonita Gurulé-Girón

ATTEST:

By: _____
Casandra Fresquez, City Clerk

4637420.doc

EXHIBIT "A"

TERM SHEET
New Mexico Finance Authority Loan No. 4698

Governmental Unit:	City of Las Vegas, New Mexico
Project Description:	Acquire water storage rights in Storrie Lake Reservoir for use by the Governmental Unit, pay professional fees and costs of issuance
Loan Agreement Principal Amount:	$4,090,681
Disadvantaged Funding Amount:	$0
Pledged Revenues:	Revenues of the one-quarter of one percent (.25%) Municipal Capital Outlay Gross Receipts Tax imposed pursuant to Section 7-19D-12, NMSA 1978, as amended, and Ordinance No. 06-11 passed and approved by the Governmental Unit pursuant to the Act on June 7, 2006, with an effective date of July 1, 2007
Coverage Ratio:	125%
Distributing State Agency:	State of New Mexico Taxation and Revenue Department
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Ordinance No. 1 adopted on June 20, 2018
Closing Date:	July 27, 2018
Blended Interest Rate:	4.246553%
Program Account Deposit:	$4,060,000 (including $60,000 costs of issuance)
Finance Authority Debt Service Account Deposit:	$0.89
Processing Fee:	$30,680.11
First Interest Payment Date:	November 1, 2018
First Principal Payment Date:	May 1, 2019
Final Payment Date:	May 1, 2030

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $4,090,681 Loan Agreement by and between the City of Las Vegas, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – City of Las Vegas, New Mexico (2018 Water Storage Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PRF-4698 CLOSING DATE: July 27, 2018

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: $_____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Las Vegas, New Mexico (2018 Water Storage Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Las Vegas, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Vegas, New Mexico, shall, and understands its obligation to, complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer of Borrower
Title: _____
Print Name and Title

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: $4,090,681 Loan Agreement by and between the City of Las Vegas, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

Susen Ellis
Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-4698 CLOSING DATE: July 27 2018

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By: _____
Authorized Officer of Governmental Unit

Title: _____
Print Name and Title

City of Las Vegas

ORDINANCE NO. 06-11

ADOPTING A MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to ***one-fourth (1/4%) of one percent*** of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this Ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "Municipal Capital Outlay Gross Receipts Tax".

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No municipal capital outlay gross receipts tax shall be imposed on the gross receipts arising from:

A. Transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;

B. A business located outside the boundaries of a municipality or land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or

C. Direct broadcast satellite services.

Section 4. Dedication. Revenue from the municipal capital outlay gross receipts tax will be used for the purposes listed below:

(1) acquisition, construction or improvement of municipal water systems or water utilities and related water facilities, including but not limited to acquisition of rights-of-way, water or water rights, system design and acquisition, construction or improvement of water transmission and storage; and

(2) payment of gross receipts tax revenue bonds issued pursuant to Chapter 3, Article 31 NMSA 1978 for infrastructure purposes.

Section 5. Effective Date. Effective date of the municipal capital outlay gross receipts tax shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF JUNE, 2006.

Henry O. Sanchez, Mayor

ATTEST:

Cheryl Ann Yara by DK City Clerk

[SEAL]

APPROVED AS TO FORM:

Matthew Sandoval City Attorney

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06-08-18 **DEPT: Community Development** **MEETING DATE: 06-20-18**

ITEM/TOPIC:
Rezone of a property located at 1117 - 12th Street, Las Vegas, New Mexico via Ordinance #18-05, amendment to the Official Zoning Map for property.

ACTION REQUESTED OF COUNCIL:
Conduct a public hearing and approve or disapprove the adoption of proposed ordinance.

BACKGROUND/RATIONALE:
The Long Living Trust, Michael & Judith Long, Trustees & owners of a Lots 17, 18, 19 & 20, Block 12, of the Lopez, Sulzbacher & Rosenwald Addition to the El Dorado Town Company, and known as 1117 - 12th Street, Las Vegas, New Mexico appeared before the Las Vegas Planning and Zoning Commission on May 29, 2018. Mr. & Mrs. Long are requesting that said property be re-zoned from the present R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone). The applicant's intent is to place a mobile home on Lots 19 & 20 for a family member and sell Lots 17 & 18, in the future.

STAFF RECOMMENDATION:
Consideration by Mayor and Council.

COMMITTEE RECOMMENDATION:
The Planning & Zoning Commission recommends approval of the re-zone from a General Commercial to Single Family Residential.

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'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

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Approved to form 1-26-15

CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 18-05

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-A (RESIDENTIAL AGRICULTURAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR FOUR (4) LOTS LOCATED AT 1117 - 12TH STREET, LAS VEGAS, NEW MEXICO AS REQUESTED BY LONG LIVING TRUST, MICHAEL & JUDITH LONG, TRUSTEES (APPLICANTS/OWNERS)

WHEREAS, the Long Living Trust, Michael & Judith Long, trustees have applied for an amendment to the official zoning map for Lots 17, 18, 19 & 20, Block 12, of the Lopez, Sulzbacher & Rosenwald Addition of the El Dorado Town Company to Las Vegas, New Mexico. Property is 14,250 square feet in size (0.327 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on May 29, 2018 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone above parcel (0.327 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) and on May 29, 2018 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on June __, 2018, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property known as Parcel A (0.4809 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Lots 17, 18, 19 and 20, Block 20, of the Lopez, Sulzbacher & Rosenwald Addition to the El Dorado Town Company

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may

be amended whenever public necessity, convenience, or general welfare require.

2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.
3. That property owner(s) disclose that property is within a flood zone area when property is sold and that elevation certificates will be required for the completion of property development.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2018.

ATTEST:

_____
Casandra Fresquez, City Clerk

_____
Tonita Gurulé-Girón, Mayor

REVIEWED AND APPROVED
AS TO LEGAL SUFFIENCY ONLY

_____
City Attorney

CITY COUNCIL
RECORD PROPER

Applicants/Owners:	**Long Living Trust** **Michael & Judith Long, Trustees**
Location:	**1117 – 12th Street, Las Vegas, NM 87701**
Hearing Date:	**June 20, 2018**

ACTION REQUESTED:
Approve or disapprove the adoption of Ordinance No. 18-05 amending the Official Zoning Map from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) for property located at 1117 – 12th Street, Las Vegas, New Mexico 87701.

BACKGROUND:
Applicants/Owners, the Long Living Trust, Michael & Judith Long, Trustees, have submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application is to change the zoning of Lots 17, 18, 19 & 20, Block 12, of the Lopez, Sulzbacher & Rosenwald Addition to the El Dorado Town Company as shown on Exhibit # 5. Property is addressed as 1117 – 12th Street, Las Vegas, New Mexico. Applicants are requesting to have the property re-zoned to have setback requirements changed on property to be able to place a single wide mobile home on Lots 19 & 20 for a family member, and possibly sell Lots 17 & 18. The R-A setbacks are 30 feet in the front and rear and 15 feet on the sides.

The City's Planning & Zoning Commission held a public hearing on Tuesday, May 29, 2018 to review testimony in favor or opposition of the request. A total of __ notices were mailed out to property owners within a radius of 100 feet. Two property owners were at the Planning & Zoning Commission meeting with questions. There was no opposition to the request. The City's Planning & Zoning Commission made the recommendation for approval for the requested zone change.

In accordance with Chapter 450-98 of the zoning ordinance, an amendment to the Official Zoning Map may be initialized by the landowner by application. Mr. & Mrs. Long filed their application on April 9, 2018.

EXHIBITS

Exhibit No.	Description (Document Name, date and number of pages)
1	Application to re-zone property located at 1117 12th Street, Las Vegas, New Mexico, received on April 9, 2018 – 1 page
2	Letter of Intent to re-zone above property, dated April 9, 2018 – 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on January 5, 2006, Doc. #200600024 and trust creation documents - 6 pages
4	Letter to property owner advising of the meeting date and time, dated June 6, 2018 – 1 page
5	Plat of the Survey & Monumentation of the above lots. Plats is not recorded at the San Miguel County Clerk's Office – 1 page
6	Site Development Plans depicting setback information for the R-A Zone and the R-3 Zone (Scale: 1" = 20" approximately) - 5 pages
7	List of property owners within 100-feet of subject property sent notification via certified mail, copy of Assessor's Map (1" = 100'), Vicinity Map and Zoning map of subject property – 5 pages
8	Aerial photo of Subject property – 1 page
9	Copy of the Planning & Zoning Commission Record Proper, which was approved - 1 page
10	Findings of Fact and Conclusions of Law and recommendations, not signed by Planning & Zoning Commission Chairperson - 2 pages
11	Ordinance No. 18-05, not reviewed or approved by parties - 3 pages

EXHIBIT # 1

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): LONG LIVING TRUST TRUSTEES JUDY & MICHAEL LONG

Address of applicant: 769 DIANE AVE LAS VEGAS

Property interest of applicant(s): OWNER
Owner, under contract, purchaser, etc.

Home phone #: 505 429 0379 **work #:** 505 429 0074 **cell#** Ø

Address of property to be rezoned: 1117 12TH ST. LAS VEGAS
If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? HISTORICALLY COMM/RESID. AFTER FIRE, VACANT LO
Commercial, residential, agricultural

Why do you want to rezone your property? REZONE 4 LOTS ~~TO TWO LOTS~~
TO MEET R-3 REQUIREMENTS (NOW ZONED R-A)
FOR FUTURE sale of 2 of the Lots
Place MH on 2 Lots

Signature of applicant **Date** 4/9/18

Signature of owner **Date** 4/9/18
(If different from applicant)

This area to be filled in by staff

1. ~~DB~~ Inst. # 20060024 ~~page~~ of recorded deed - January 5, 2006
2. **Present zone classification?** R-A (Residential Agricultural)
3. **What will the zone classification be after the zone change?**
R-3 (Mixed Residential Zone)

Date fee was paid? 4-9-18 **receipt #** 535288

Amount paid? $130.00

Please provide applicant with copy of this application

EXHIBIT # 2

LETTER OF INTENT FOR
ZONE CHANGE

4/9/2018

The property at 1117 12th Street, Las Vegas, is comprised of 4 lots, 25'x 142', zoned R-A. Historically the property was used both commercially and residentially until a fire destroyed the building in 2013. It is now a vacant lot with some storage. We are looking for a zone change to R-3 so the property can be sold in two parcels. We want to change from R-A to R-3 because of the difference in setback requirements and it will make the parcels more salable.

Michael and Judy Long
769 Diane Avenue
Las Vegas, N.M. 87701
505-429-0379

EXHIBIT # 3

QUITCLAIM DEED

MICHAEL LONG and JUDY LONG, husband and wife, as joint tenants, for consideration paid, do hereby QUITCLAIM to

MICHAEL LONG and JUDY LONG, Trustees, or their successors in trust, under the LONG LIVING TRUST dated June 1, 2005 and any amendments thereto

whose address is 769 Diane Avenue, Las Vegas, NM 87701

the following described real property located in San Miguel County, New Mexico:

Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), Block Twelve (12), Lopez, Sulzbacher and Rosenwald Addition of the El Dorado Town Company, Las Vegas, San Miguel County, New Mexico.

SUBJECT TO ALL LIENS, RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD AND TAXES FOR THE CURRENT AND SUBSEQUENT YEARS.

WITNESS our hands and seals this NOV 1 8 2005.

MICHAEL LONG

JUDY LONG

STATE OF NEW MEXICO)
)ss:
SANTA FE COUNTY)

BEFORE ME on NOV 1 8 2005 personally appeared MICHAEL LONG and JUDY LONG, husband and wife, as joint tenants, who after being duly sworn, state and acknowledge they have signed and executed this instrument for the purposes therein contained.

Notary Public

My commission expires:

OFFICIAL SEAL
Stuart L. Stein
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 08-09-06

N.M.S.A. §47-1-44 Area Below for Recording Purposes M:\nmdeed\

Prepared by:
The Stein Law Firm
City Place - Suite 2200
2155 Louisiana Blvd, N.E.
Albuquerque, NM 87110
505-889-0100

COUNTY OF SAN MIGUEL)
STATE OF NEW MEXICO) ss

QUITCLAIM DEED
PAGES 1

I Hereby Certify That This Instrument Was Filed for Record On The 5TH Day Of January, A D , 2006 at 11 17 27 I And Was Duly Recorded as Instrument #200600024 Of The Records Of SAN MIGUEL COUNTY CLERK

Witness My Hand And Seal Of Office
PAUL MAEZ
Deputy M. Sena County Clerk, San Miguel, NM

LONG LIVING TRUST

Article One

Trust Creation

Section 1. Parties to Our Trust

Our Trust Agreement, dated JUN 0 1 2005, is made between MICHAEL LONG, the Husband Trustor, also known as MICHAEL KARL LONG, and JUDY LONG, the Wife Trustor, also known as JUDITH MARSHALL BENDER LONG (collectively referred to as "Trustors"), and the following Initial Trustees:

MICHAEL LONG
JUDY LONG

Section 2. Name of Our Trust

Our Trust may be referred to as the:

LONG LIVING TRUST, dated JUN 0 1 2005.

The formal name of our Trust and the designation to be used for the transfer of title to the name of our Trust is:

MICHAEL LONG and JUDY LONG, Trustees, or their successors in trust, under the LONG LIVING TRUST, dated [illegible] 2005 and any amendments thereto.

Section 3. Revocable Living Trust

Our Trust is a revocable trust.

Section 4. Trustors as Trustees

Unless otherwise provided in our Trust Agreement, when either one or both of us are serving as Trustee under our Trust, that one or either of us may conduct business and act on behalf of our Trust without the consent of any other Trustee. Any Trustor acting under this Section 4 may only deal with the other Trustor's Contributive Share in a fiduciary capacity.

This

MEMORANDUM/CERTIFICATE OF TRUST

prepared for

MICHAEL LONG

and

JUDY LONG

THE STEIN LAW FIRM
City Place, Suite 2200
2155 Louisiana, N.E.
Albuquerque, NM 87110
(505) 889-0100 FAX (505) 889-0953

© THE STEIN LAW FIRM
All Rights Reserved

Certificate of Trust

The undersigned Trustors and Trustees hereby certify the following:

1. This Certificate of Trust refers to the LONG LIVING TRUST, dated JUN 0 1 2005 under a revocable trust agreement executed on JUN 0 1 2005 by MICHAEL LONG and JUDY LONG as Trustors.

2. The address of the Trustors is 769 Diane Avenue, Las Vegas, New Mexico 87701.

3. The initial and present Trustees of the Trust are:

   MICHAEL LONG
   JUDY LONG

4. The primary incapacity Trustee of MICHAEL LONG is (1) JUDY LONG.

5. The successor incapacity Trustees of MICHAEL LONG are:

   (2) REBECCA RADCLIFFE LONG
   (3) SANTA FE TRUST COMPANY

6. The primary death Trustee of MICHAEL LONG is (1) JUDY LONG.

7. The successor death Trustees of MICHAEL LONG are:

   (2) REBECCA RADCLIFFE LONG
   (3) SANTA FE TRUST COMPANY

8. The primary incapacity Trustee of JUDY LONG is (1) MICHAEL LONG.

9. The successor incapacity Trustees of JUDY LONG are:

   (2) REBECCA RADCLIFFE LONG
   (3) SANTA FE TRUST COMPANY

10. The primary death Trustee of JUDY LONG is (1) MICHAEL LONG.

11. The successor death Trustees of JUDY LONG are:

    (2) REBECCA RADCLIFFE LONG
    (3) SANTA FE TRUST COMPANY

12. Unless otherwise provided in our Trust Agreement, when either one or both of us are serving as Trustee under our Trust, that one or either of us may conduct business and act on behalf of our Trust without the consent of any other Trustees.

13. Our Trustees under our Trust Agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in our Trust name. All powers of our Trustees are fully set forth in Article Fourteen of our Trust Agreement.

14. Our Trust has not been revoked and there have been no amendments limiting the powers of our Trustees over trust property.

15. No person or entity paying money to or delivering property to our Trustee shall be required to see to its application. All persons relying on this document regarding our Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Bernalillo, New Mexico on JUN 0 1 2005.

Trustors and Trustees:

MICHAEL LONG

JUDY LONG

STATE OF NEW MEXICO)
SS
COUNTY OF BERNALILLO)

On this JUN 0 1 2005, before me personally appeared MICHAEL LONG and JUDY LONG, Trustors and Trustees, to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

My commission expires: _____

OFFICIAL SEAL
Stuart L. Stein
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 08-09-06

EXHIBIT # 4

OLD TRAILS, NEW ADVENTURES.

CITY OF LAS VEGAS
1700 NORTH GRAND AVE.
LAS VEGAS, NM 87701

T 505.454.1401
F 505.425.7335
LASVEGASNM.GOV
VISITLASVEGASNM.COM

TONITA GURULÉ-GIRÓN
MAYOR

DAVID ULIBARRI
COUNCILOR, WARD 1

VINCE HOWELL
COUNCILOR, WARD 2

BARBARA PEREA-CASEY
COUNCILOR, WARD 3

DAVID L. ROMERO
COUNCILOR, WARD 4

June 5, 2018

Long Living Trust
Michael & Judith Long, Trustees
769 Diane Avenue
Las Vegas, NM 87701

Dear Mr. & Mrs. Long:

This is to formally give you notice that the Planning and Zoning Commission on May 29, 2018 recommended approval of your application to re-zone the property located at 1117 - 12th Street, Las Vegas, New Mexico. The City Council will consider the Commissions' recommendation at their regular meeting to be held on June 20, 2018 at 6:00pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701.

Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions the Council have of your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity and if you choose, you may bring in other parties in support of your request.

If you have any questions, please feel free to contact me at (505) 426-3279.

Sincerely,

Maria D. Perea
Planning & Zoning Coordinator

XC: Applicant File

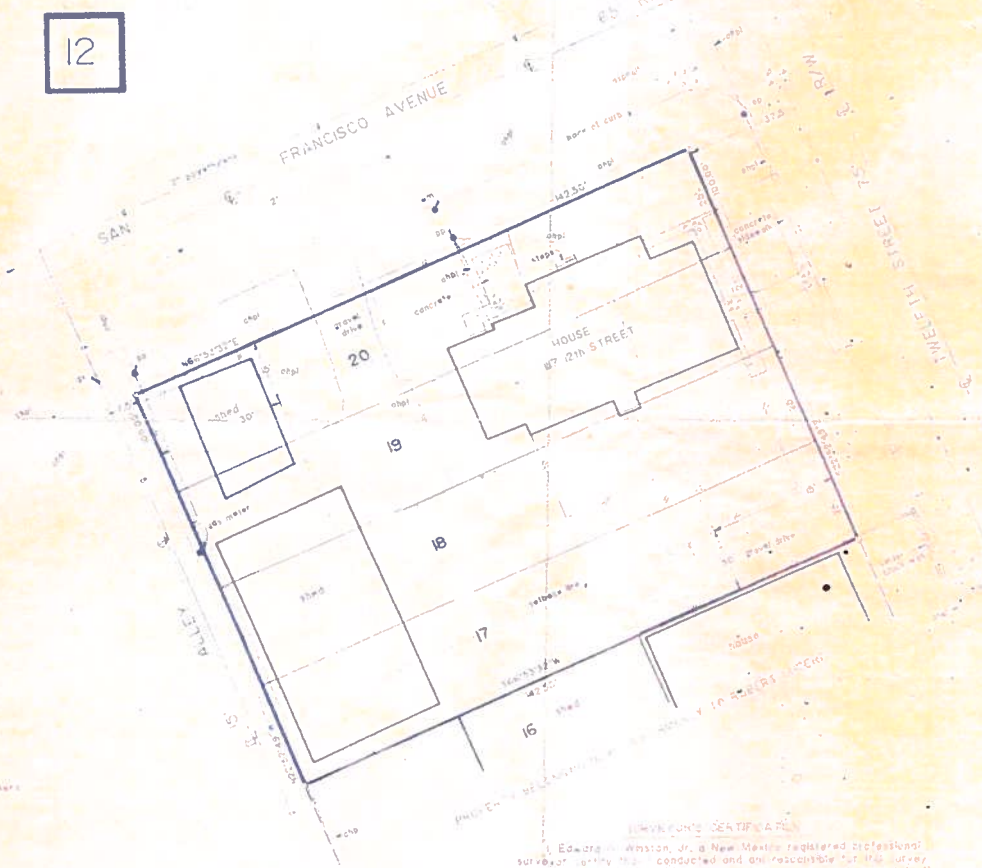
LOTS 17, 18, 19 AND 20 OF BLOCK 12 OF THE LOPEZ, SULZBACHER AND ROSENWALD ADDITION OF THE EL DORADO TOWN COMPANY TO LAS VEGAS, SAN MIGUEL COUNTY, NEW MEXICO.

Surveyor's Notes:

1) All bearings and the row based on Geodetic Geo. S.W. Plat number 38579 prepared for Ahmi Vasquez.
2) Boundary lines shown hereon were established from original monumentation found in the field.
3) According to Flood Insurance Rate map Community Panel number 350060 0001 C Panel 1 of 2 effective date September 18, 1986 the parcel of land shown hereon lies within a Flood Zone A (Areas of 100 year shallow flooding where depths are between 1 and 3 feet.
4) The parcel of land shown hereon may be subject to easements, reservations and restrictions of record which pertain.
5) The parcel of land shown hereon is within the Las Vegas School District.

Documents of Reference:

1) WARRANTY DEED from David Sanchez to Michael Long and George Blanchard recorded in Book 257 page 2817 in the Office of the San Miguel County Clerk.
2) Quadrant One, P.A. plat number 38579 prepared for Ahmi Vasquez.
3) Dallow and Associates, P.A. plat number 7441546, prepared for Robert Lovato.
4) Brossel and Associates, P.A. plat number 35002 prepared for Public Service Company of New Mexico.
5) Official Map of the City of Las Vegas (East Gas Field) prepared by Thomas A. Jones.
6) Map of Lopez, Sulbacher and Rosenwald addition of El Dorado Town Company to Las Vegas prepared by Pedro Alles, C.E. dated November 1881.



R-A ZONE
(RESIDENTIAL AGRICULTURAL)

TOTAL ACREAGE
0.327 acres

0 5 10 15 20 40
SCALE 1" = 20'

LEGEND

- property boundary line
- approximate boundary of adjoining owners
- approximate location water line
- approximate location sewer line
- approximate location gas line
- chainlink fence
- wood fence
- overhead power line
- power pole
- wm water meter
- gv gas valve
- R/W right of way
- ℄ centerline
- 1/2" capped rebar set marked WINSTON PLS 6999
- 5/8" capped rebar set marked WINSTON PLS 6999

SURVEYING CERTIFICATION

I, Edward G. Winston, Jr. a New Mexico registered professional surveyor certify that I conducted and am responsible for this survey made on Sept. 14, 1999. I hereby that this survey is true and correct to the best of my knowledge and belief and that the survey and plat meet the Minimum Standards for Land Surveying in New Mexico.

I further certify that this is a boundary survey of an existing tract and that it is not a land division or subdivision as defined in the New Mexico Subdivision Act.

Edward G Winston Jr
EDWARD G. WINSTON, JR. N.M.P.L.S. 6999
DATE 9/15/99

FILED IN MY OFFICE
AT ____ O'CLOCK ____ M
DATE ____
COUNTY CLERK & RECORDER
SAN MIGUEL COUNTY
BY ____
DEPUTY ____
BOOK ____ PAGE ____

Indexing Information for County Clerk
Michael Long and George Blanchard
Section 15 Township 16 North Range 16 East N.M.P.M
(protracted)
Lopez Sulzbacher and Rosenwald Addition
Uniform Parcel Code Number 1-094-093-420-0

EXHIBIT #5

BOUNDARY SURVEY PLAT

date Sept. 1999		revised
drawn by TRISH		revised by

prepared for 505 429-0379
MICHAEL & JUDY LONG

prepared by WINSTON & ASSOCIATES, INC.
Phone (505) 425-7777
P.O. Box 1361 Las Vegas, New Mexico 87701

99108

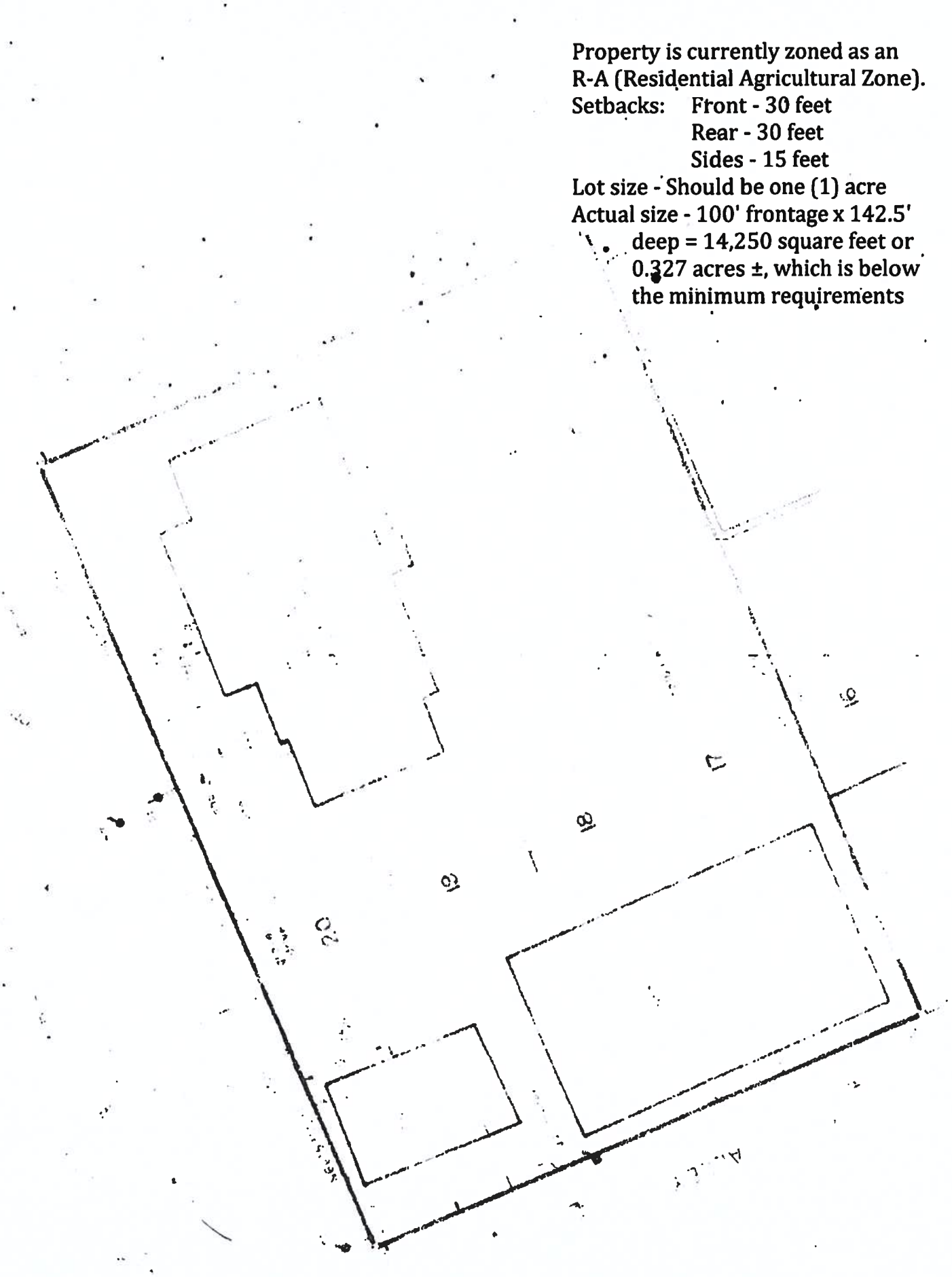
EXHIBIT # 6

Property is currently zoned as an R-A (Residential Agricultural Zone).

Setbacks: Front - 30 feet
Rear - 30 feet
Sides - 15 feet

Lot size - Should be one (1) acre

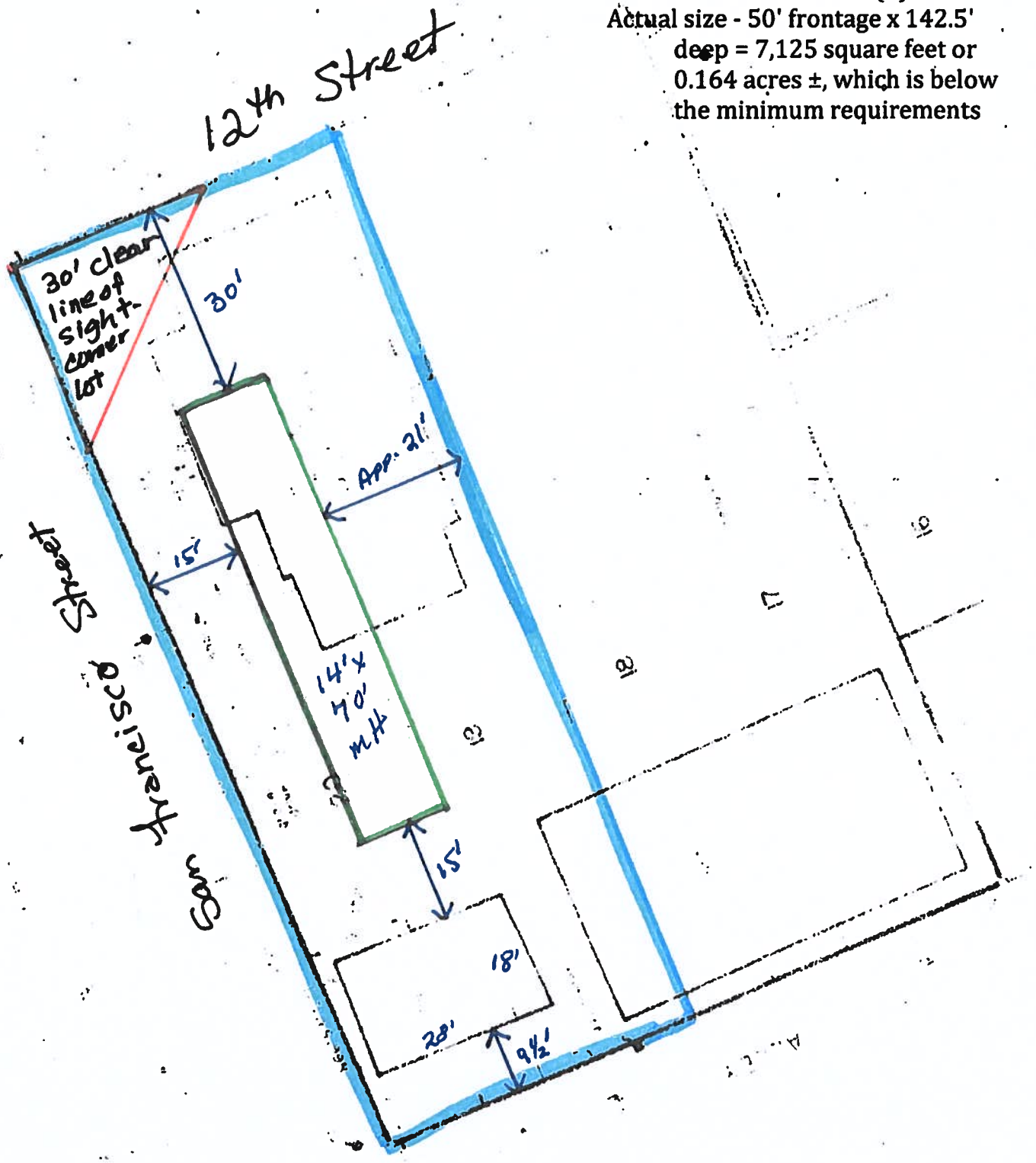
Actual size - 100' frontage x 142.5' deep = 14,250 square feet or 0.327 acres ±, which is below the minimum requirements



For Lots 19 & 20, Block 12
Property is currently zoned as an R-A (Residential Agricultural Zone).

Setbacks: Front - 30 feet
Rear - 30 feet
Sides - 15 feet

Lot size - Should be one (1) acre
Actual size - 50' frontage x 142.5' deep = 7,125 square feet or 0.164 acres ±, which is below the minimum requirements

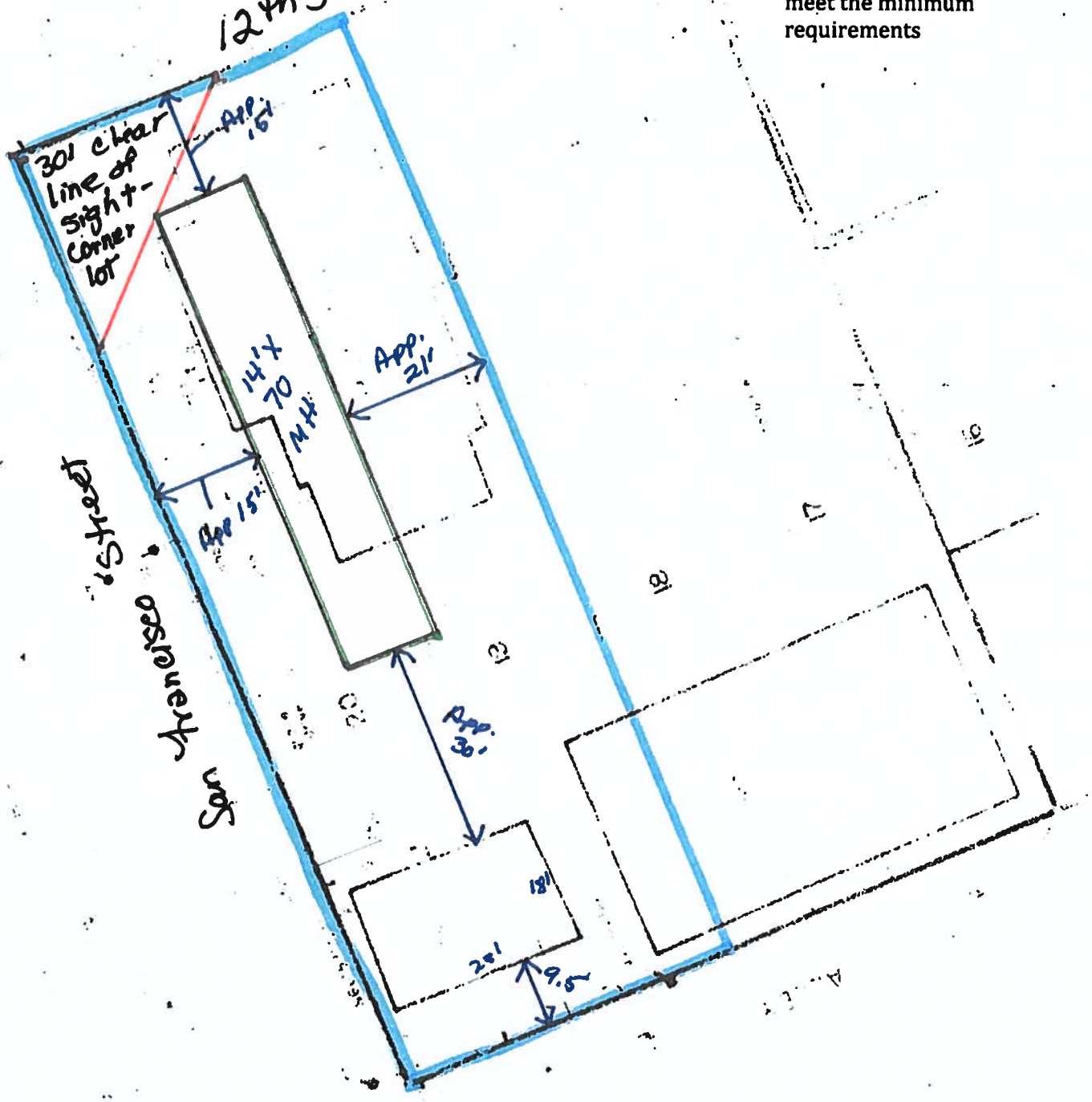


For Lots 19 & 20, Block 12
Proposed Zone Change to an R-3
(Mixed Residential Zone).

Setbacks: Front - 15 feet
Rear - 15 feet
Sides - 5 feet

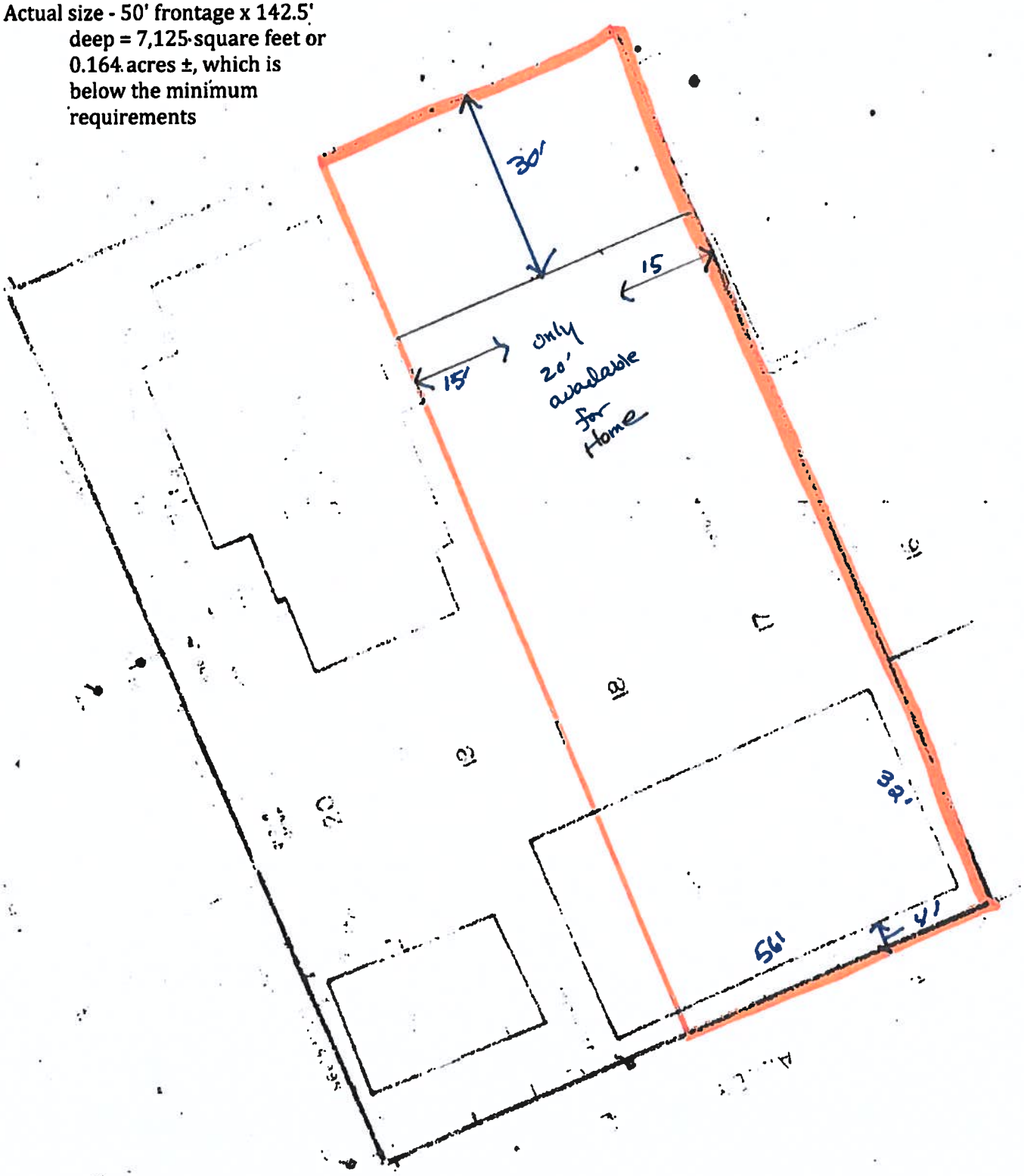
Lot size - Required by ordinance is 5,000 square feet per residence

Actual size - 50' frontage x 142.5' deep = 7,125 square feet or 0.164 acres ±, which will meet the minimum requirements



For Lots 17 & 18, Block 12
Property is currently zoned as an
R-A (Residential Agricultural Zone)
Setbacks: Front - 30 feet
Rear - 30 feet
Sides - 15 feet
Lot size - Should be one (1) acre
Actual size - 50' frontage x 142.5' deep = 7,125 square feet or 0.164 acres ±, which is below the minimum requirements

With the 15' side setback requirements, it will allow the placement of a single wide mobile only and it would have to be smaller than 20' wide.



For Lots 17 & 18, Block 12
Proposed Zone Change to an R-3
(Mixed Residential Zone).

Setbacks: Front - 15 feet
Rear - 15 feet
Sides - 5 feet

Lot size - Required by ordinance is 5,000 square feet per residence

Actual size - 50' frontage x 142.5' deep = 7,125 square feet or 0.164 acres ±, which will meet the minimum requirements

With the 5' side setback requirements, it will allow the placement of a single wide mobile home or possibly a 28' wide DW Manufactured home and still 12' which can be on either side of property

EXHIBIT # 7

APPLICATION FOR A ZONE CHANGE - - An Application for a Zone Change request from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) for the purpose of having lots with different setbacks and making property more saleable. Property is located at 1117 - 12th Street, Las Vegas, New Mexico.

APPLICANT: Long Living Trust
Michael & Judith Long, Trustees
769 Diane Avenue
Las Vegas, NM 87701

1-094-093-420-133 - - Lots 17, 18, 19 & 20, Block 12, of the Lopez Sulzbacher & Rosenwald Addition to the El Dorado Town Company - - T16n, R16e, Section 22
Quit Claim Deed recorded on January 5, 2006, Inst. No. 200600024

OWNER: Long Living Trust
Michael & Judith Long, Trustees
769 Diane Avenue
Las Vegas, NM 87701

1. 1-094-093-391-142
Sean & Corrie Weaver
1214 San Francisco Avenue
Las Vegas, NM 87701

2. 1-094-093-413-146
David P. Follmer
HC 69, Box 30
Rociada, NM 87742

3. 1-094-093-421-164
NM Highlands University
P. O. Box 9000
Las Vegas, NM 87701

4. 1-094-093-406-125
Adelina & Alice Crespin
1221 San Francisco Avenue
Las Vegas, NM 87701

5. 1-094-093-411-127
Vangie Arellano
1213 San Francisco Avenue
Las Vegas, NM 87701

6. 1-094-093-408-111
Marcella C. Herrera
1222 Sulzbacher Avenue
Las Vegas, NM 87701

APPLICATION FOR A ZONE CHANGE - - An Application for a Zone Change request from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) for the purpose of having lots with different setbacks and making property more saleable. Property is located at 1117 - 12th Street, Las Vegas, New Mexico.

Long Living Trust
Page 2

7. 1-094-093-413-113
Carl J. Vigil
HCR 73, Box 594
San Jose, NM 87565

8. 1-094-093-416-115
Lilith M. Haynes
46 High Street
Natick, MA 01760-4858

9. 1-094-093-424-125
Robert L. & Margie Lucero
1103 - 12th Street
Las Vegas, NM 87701

10. 1-094-093-426-120
Robert L. & Margie Lucero
1103 - 12th Street
Las Vegas, NM 87701

11. 1-094-093-423-115
Ronald A. Trujillo
P. O. Box 124
Las Vegas, NM 87701

12. 1-094-093-430-118
Robert L. & Margie Lucero
1103 - 12th Street
Las Vegas, NM 87701

13. 1-094-093-442-136
NM Highlands University
P. O. Box 9000
Las Vegas, NM 87701

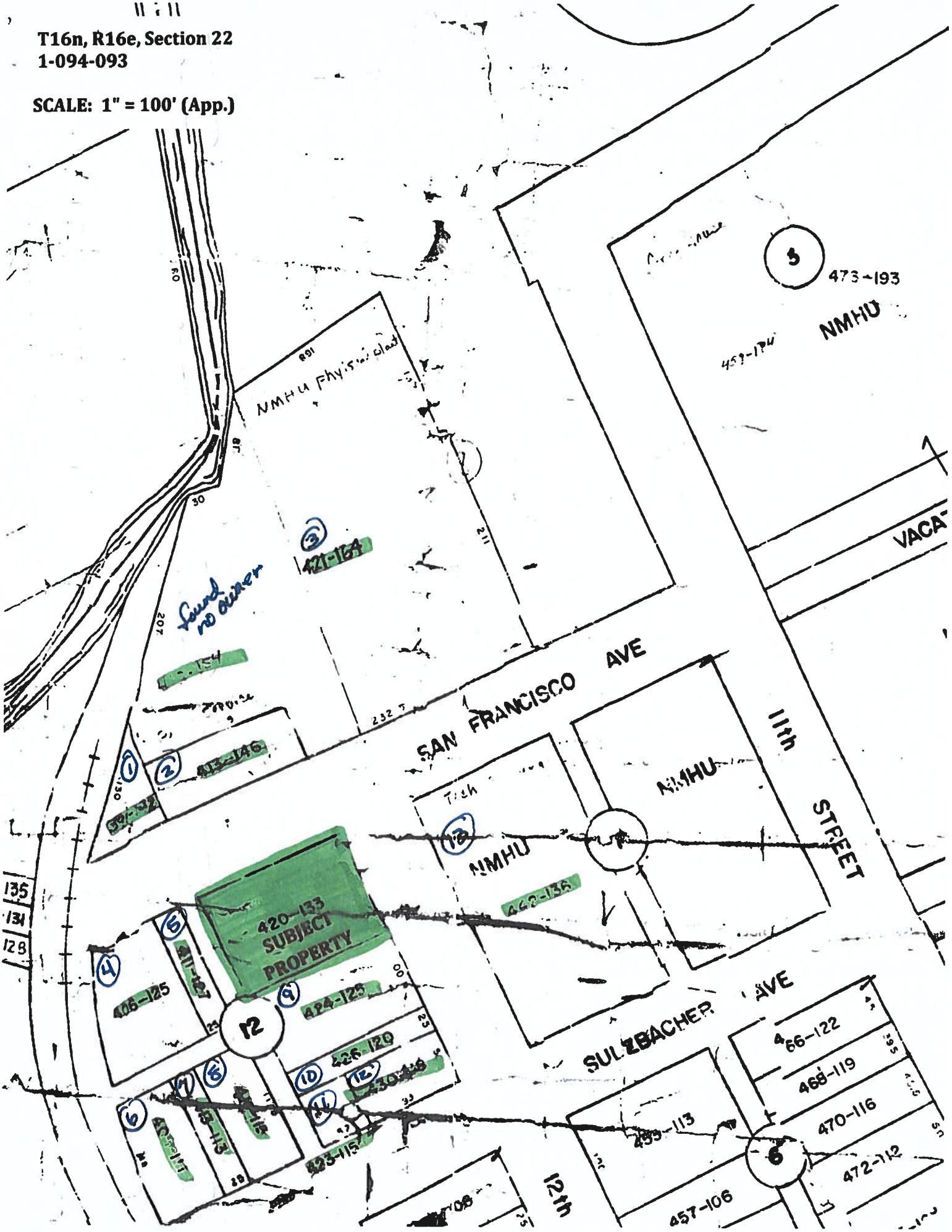
ONLY ONE (1) LETTER SENT- - Both properties belong to New Mexico Highlands University

ONLY ONE (1) LETTER SENT- - All properties belong to Robert L. & Margie Lucero

Above list was compiled on May 7, 2018 as per September 15, 2015 Map/Parcel Data provided by the San Miguel County Assessor's Office. List was verified as per list of current owners provided by the San Miguel County Assessor's Office on May 11, 2018. List was completed and verified by Maria D. Perea, Planning & Zoning Coordinator for Community Development Department.

T16n, R16e, Section 22
1-094-093

SCALE: 1" = 100' (App.)



The Board of Adjustment and Planning & Zoning Commission will hold a **PUBLIC HEARING** on Tuesday, May 29, 2018 at 4:00 pm, in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, to consider an application for a **ZONE CHANGE** from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) for property located at 1117 - 12th Street, Las Vegas, NM. Owners want to change zoning on property because of the difference in setback requirements for the R-3 zone and it will make parcels more saleable. Application submitted by Long Living Trust, Michael & Judith Long, Trustees (Applicants/Owners). The legal description for this property is on file at Community Development Department, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

This letter is notifying you because you own property within 100 feet (excluding public right-of-way) of the proposed **ZONE CHANGE**. You may appear at the hearing to enter your testimony in favor or in opposition to this request. The applicant aggrieved by the decision of the Board of Adjustment and Planning & Zoning Commission, may file a written notice of appeal.

If you require further information, please contact Maria Perea, Planning & Zoning Coordinator at (505) 426-3279.

CITY OF LAS VEGAS

COMMUNITY DEVELOPMENT DEPARTMENT
1700 NORTH GRAND AVENUE
LAS VEGAS, NEW MEXICO 87701

'NOT TO SCALE'

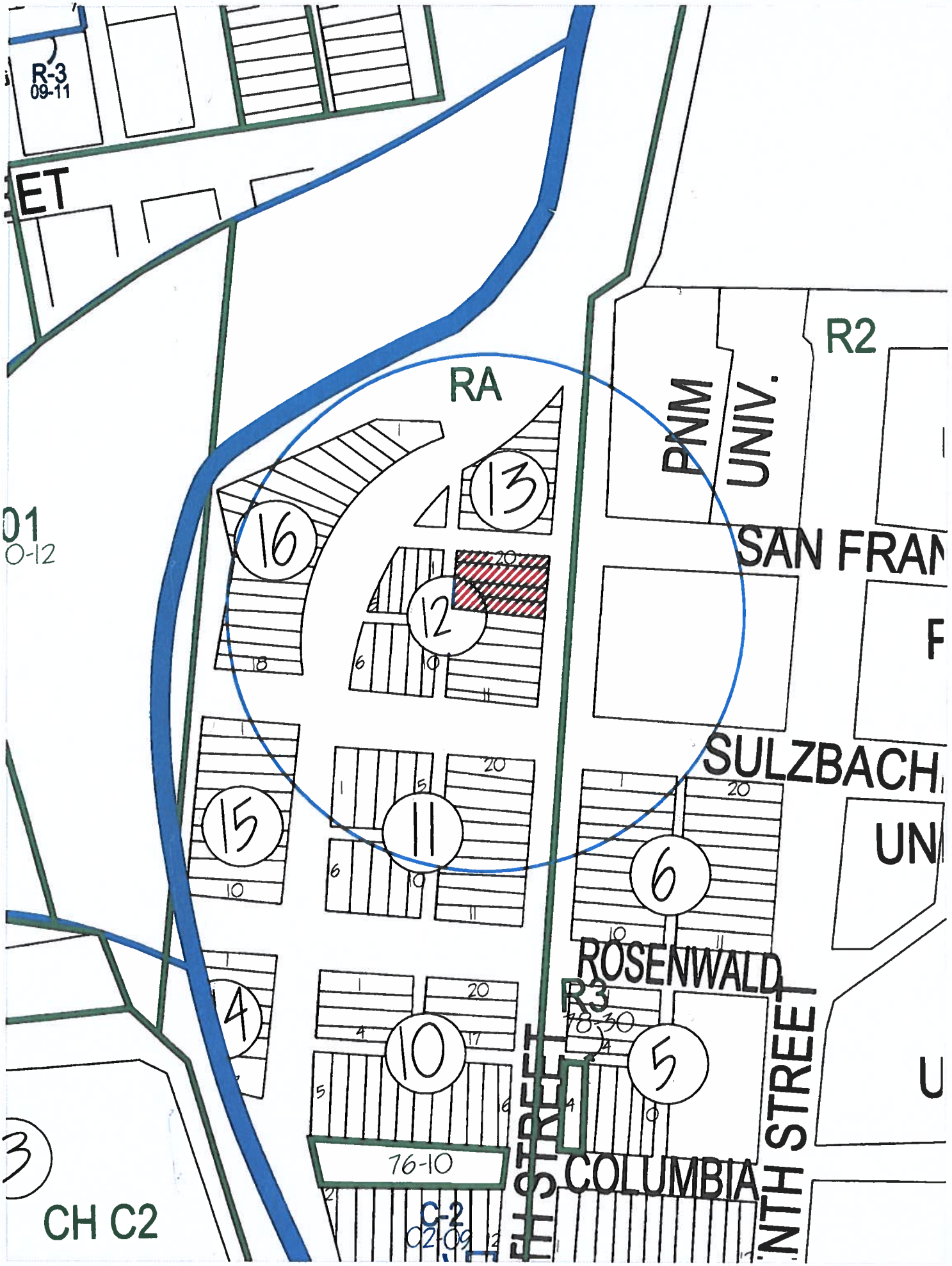

R-3
09-11
ET
RA
R2
PNM
UNIV.
SAN FRAN
SULZBACH
UN
ROSENWALD
R3
78-30
76-10
COLUMBIA
NTH STREET
CH C2
C-2
02-09
01
0-12
3
16
13
12
15
11
6
14
10
5

EXHIBIT # 8

EXHIBIT # 9

RECORD PROPER
ZONE CHANGE APPLICATION

Applicants/Owners: **Long Living Trust**
Michael & Judith Long, Trustees

Location: **1117 – 12th Street, Las Vegas, NM 87701**

Hearing Date: **Tuesday, May 29, 2018**

ACTION REQUESTED:
A recommendation for approval or disapproval of a Zone Change from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) for property located at 1117 – 12th Street, Las Vegas, New Mexico 87701.

BACKGROUND:
Applicants/Owners, the Long Living Trust, Michael & Judith Long, Trustees, want to change the zoning of Lots 17, 18, 19 & 20, Block 12, of the Lopez, Sulzbacher & Rosenwald Addition to the El Dorado Town Company as shown on Exhibit # 5. Property is addressed as 1117 – 12th Street, Las Vegas, New Mexico. The purpose of the zone change request is to have setback requirements changed on property to be able to place a single wide mobile home on Lots 19 & 20 for a family member, and possibly sell Lots 17 & 18. The R-A setbacks are 30 feet in the front and rear and 15 feet on the sides.

EXHIBITS

Exhibit No.	Description (Document Name, date and number of pages)
1	Application to re-zone property located at 1117 12th Street, Las Vegas, New Mexico, received on April 9, 2018 – 1 page
2	Letter of Intent to re-zone above property, dated April 9, 2018 – 1 page
3	Warranty deed recorded at the San Miguel County Clerk's Office on January 5, 2006, Doc. #200600024 and trust creation documents - 6 pages
4	Letter to property owner advising of the meeting date and time, dated May 15, 2018 – 1 page
5	Plat of the Survey & Monumentation of the above lots. Plats is not recorded at the San Miguel County Clerk's Office – 1 page
6	Site Development Plans depicting setback information for the R-A Zone and the R-3 Zone (Scale: 1" = 20" approximately) - 5 pages
7	List of property owners within 100-feet of subject property sent notification via certified mail, copy of Assessor's Map (1" = 100'), Vicinity Map and Zoning map of subject property – 5 pages
8	Aerial photo of Subject property – 1 page
9	Photo of Public Notice posted on premises located at 1117 - 12th Street - 1 page
10	Copy of legal ad placed in the Las Vegas Optic on May 13, 2018 – 1 page
11	Staff Report on Application – 3 pages

COMMISSION'S RECOMMENDATION

Based upon the Findings of Fact, the Commission made the following recommendation:

1. Motion was made to recommend approval of the amendment to the Zoning Map.

CONCLUSION OF LAW AND DECISION

Based upon the above findings of fact, the Commission makes the following Conclusions of Law and Decision:

1. Adequate notice, pursuant to § 450-104 of the Las Vegas Municipal Code was provided.
2. The Zoning Map amendment is in accordance with the Las Vegas Comprehensive Plan.
3. The Commission recommends to the City Council that the proposed Zone Change amendment be approved for property located at 1117 - 12th Street, Las Vegas, New Mexico.

Signed this ____ day of _____, 2018

_____

Planning & Zoning Commission Chairperson

EXHIBIT # 10

FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION

On May 29, 2018, the Las Vegas Planning and Zoning Commission considered an application submitted by Long Living Trust, Michael & Judith Long (Applicants/Owners) for an amendment to the City of Las Vegas Zoning Map. The proposed amendment would change the zoning for Lots 17, 18, 19 & 20, Block 12, of the Lopez, Sulzbacher & Rosenwald Addition of the El Dorado Town Company to Las Vegas, New Mexico. Property is 14,250 square feet in size (0.327 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone). The Commission having been presented with the record testimony hereby makes the following Findings of Fact, Conclusions of Law and Recommendation.

NOTICE

Notice for the Public Hearing before the Planning and Zoning Commission was published in the Las Vegas Optic on May 13, 2018, faxed to area media on May 16, 2018, mailed via certified mail on May 16, 2018 to property owners within 100 feet, and notice was posted on the external boundaries of the property.

APPLICATION

The applicants/owners, Long Living Trust, Michael & Judith Long, have submitted an application for an amendment to the official zoning map of the City of Las Vegas. The application would change the zoning of property located at 1117 - 12th Street, Las Vegas, New Mexico. The re-zone would allow owners to place a mobile home on Lots 19 & 20 with shorter setback requirements and make Lots 17 & 18 more saleable.

LAND HISTORY

The property is currently vacant, except for storage buildings in the rear. The residence that was there burned and was demolished recently.

TESTIMONY

Mr. & Mrs. Long have stated in the application that they would like to change the zoning from R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) because of the difference in setback requirements in the zones. The R-A Zone requires 30' setbacks in the front and rear, and 15' setbacks on each side. The R-3 Zone requires 15' setbacks in the front and rear, and 5' setbacks on each side. Both zones allow mobile homes to be placed on the lots, but requirements differ.

EXHIBIT # 11

CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 18-05

AN ORDINANCE AMENDING THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN R-A (RESIDENTIAL AGRICULTURAL ZONE) TO AN R-3 (MIXED RESIDENTIAL ZONE) FOR FOUR (4) LOTS LOCATED AT 1117 - 12TH STREET, LAS VEGAS, NEW MEXICO AS REQUESTED BY LONG LIVING TRUST, MICHAEL & JUDITH LONG, TRUSTEES (APPLICANTS/OWNERS)

WHEREAS, the Long Living Trust, Michael & Judith Long, trustees have applied for an amendment to the official zoning map for Lots 17, 18, 19 & 20, Block 12, of the Lopez, Sulzbacher & Rosenwald Addition of the El Dorado Town Company to Las Vegas, New Mexico. Property is 14,250 square feet in size (0.327 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico pursuant to provisions of the Las Vegas City Zoning Ordinance, and;

WHEREAS, on May 29, 2018 the City of Las Vegas Planning and Zoning Commission, following adequate public notice, held a public hearing to receive testimony concerning the amendment of the Official Zoning Map to re-zone above parcel (0.327 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone) and on May 29, 2018 adopted a motion recommending approval of the proposed amendment.

WHEREAS, on June __, 2018, the Governing Body of the City of Las Vegas, following adequate public notice, held a public hearing to receive testimony concerning the recommendations of the Planning and Zoning Commission.

NOW, THEREFORE BE IT ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby **GRANTS** the amendment to the Official Zoning Map by re-zoning and changing the district classification of certain property known as Parcel A (0.4809 acres ±) located within T16n, R16e, Section 22, and known as 1117 - 12th Street, Las Vegas, New Mexico from an R-A (Residential Agricultural Zone) to an R-3 (Mixed Residential Zone), and more fully described as follows:

Lots 17, 18, 19 and 20, Block 20, of the Lopez, Sulzbacher & Rosenwald Addition to the El Dorado Town Company

BE IT FURTHER ORDAINED that the Governing Body of the City of Las Vegas, New Mexico, hereby adopts the following findings of fact upon which the Council's decision is based:

1. The boundaries of the zones established by the City's Ordinances, the classification of property herein, or other provisions of said Ordinances may

be amended whenever public necessity, convenience, or general welfare require.

2. That duly public notice and public hearings were in accordance with the legal requirements and a site plan for the zone change has been provided which is acceptable to the City Council.
3. That property owner(s) disclose that property is within a flood zone area when property is sold and that elevation certificates will be required for the completion of property development.

PASSED, APPROVED AND ADOPTED ON THIS _____ DAY OF _____, 2018.

ATTEST:

_____ _____

Casandra Fresquez, City Clerk Tonita Gurulé-Girón, Mayor

REVIEWED AND APPROVED
AS TO LEGAL SUFFIENCY ONLY

_____

City Attorney

CITY OF
LAS VEGAS
NEW MEXICO

City Manager &City Attorney's Office
Review and Approval Form

Date Submitted: June 6, 2018

Department Submitting and Person: **Community Development/Maria D. Perea**

I am in receipt of the document for review titled: Ordinance #18-05

Amount of Pages to be reviewed: 3 pages

Upon Completion of review please: Contact Maria Perea @ Ext. 3279

Urgency: ☐ **High Priority** ☐ **Medium Priority** ☐ **Low Priority**

Deadline: As soon as possible

Comments: _____

_____

Approved / Disapproved: **Summary Included: Yes / No**

_____ _____
Danelle Smith, City Attorney **Date**

Approved / Disapproved:

_____ _____
Anne M. Gallegos, Interim City Manager **Date**

Date Documents Picked Up: _____

By: _____ _____
Printed Name **Signature**

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/1/18 **DEPT: Executive** **MEETING DATE: 06/20/18**

ITEM/TOPIC: ***Presentation by Kenny Roybal from IT Department providing information about selecting a new phone system***

ACTION REQUESTED OF COUNCIL: approval or disapproval to purchase new phone system

BACKGROUND/RATIONALE: The Cities current phone system has been failing and is in need of replacement. The cost to repair the current system is as much or greater than purchasing a new system. The IT Department with the help of Harris Technologies reviewed and quoted out three phone systems The system that IT is recommending and best fits the need of the city is the Allworks system.

STAFF RECOMMENDATION: It is the recommendation of the IT Department that the purchase of the Allworks phone system be approved.

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 GURULÉ-GIRÓN
MAYOR

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ANN MARIE GALLEGOS
INTERIM CITY MANAGER

CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES AND RESOLUTIONS MUST BE REVIEWED)

Revised 1/3/18

The Allworx phone system that we are recommending has several benefits.

1. Cost savings - this is an analog/digital system meaning that we will have the ability to change all of the Cities current analog services from the phone company to digital services which will give the city substantial monthly cost savings on those services.
2. All add-on features to the system are included or low cost.
3. Orlando has been certified by Allworkx to work on the their systems.
4. The ease of management and cost effective 5 year support and warranty
5. PD, Fire, and Transportation will all have redundant failover, eliminating almost all down time.

Allworx System

Recomended System

HARRIS TECHNOLOGY SERVICES, INC.
1603 Golf Course Road SE
Suite B
Rio Rancho, NM 87124-1762

Harris Technology Services, Inc
Phone: (505) 892-7364
Fax: (505) 213-0038
1603 Golf Course Rd SE, Suite B
Rio Rancho, NM 87124

Quote

No.: **95692**

Date: 3/5/2018

Prepared for:
Kenny Roybal (505) 429-1014
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701 USA

Prepared by: Michael A. Murphy
Account No.: 281
Phone: (505) 454-1401
Fax: (505) 425-7335

Quantity	Part Number	Description	UOM	Discount	Sell	Total
	Quote is based on CES Contract #17-03B-C205-ALL Servers, Workstations, Peripherals Printers, CPUs, Displays, Scanners, Peripherals, Accessories, Operating System Software, Parts and Repair					
	-->Submit PO & quote to CES, copy to Orders@htsusa.com <--					
2	8200104	Connect 731 Server Licensed for 30 Users	EA	$325.00	$3,087.50	$6,175.00
	Designed for companies with up to 180 users per site.1 Includes a base of 30 users, 3 Gigabit network ports, 2 FXO ports, 2 FXS ports, 1 built-in T1 port 15-port voicemail with unified messaging. Supports up to 60 concurrent external calls. Includes 1 Allworx Reach, unlimited Allworx Interact 1 Allworx Interact Professional, and 12 generic SIP device licenses.					
1	8010625	Connect 731 Service Spare PAckage	EA	$142.50	$2,707.50	$2,707.50
	Includes a Connect 731 system with a base of 50 users, T1 port feature key, ACD, Dual Language Support, Conference Center, Advanced Multi-Site Branch, Mobile VM, Reach Link, Reach (5 licenses), Interact Sync, and Interact Professional (5 licenses). It also comes with a 4-year extended hardware warranty and a perpetual software upgrade key					
2	8321535	Allworx Connect 731 Hardware & Software4-year extended hardware warranty and software upgrade key	EA	$180.00	$1,710.00	$3,420.00
2	8211502	Allworx Connect 731 31-50 user expansion key	EA	$100.00	$950.00	$1,900.00
1	8211503	Allworx Connect 731 51-100 User Key	EA	$75.00	$1,425.00	$1,425.00
1		Allworx Connect 731 100-150 User Key	EA	$90.00	$1,710.00	$1,710.00
2.00	8211516	T1 Key - Activates the T1 port on a Connect 731.	EA	$35.00	$332.50	$665.00
1.00	8211518	Allworx Connect 731 Multi site Primamry	EA	$65.00	$1,235.00	$1,235.00
	Designate a Primary server and connect up to 100 Allworx systems under a single, unified system					
1.00	8211519	Allworx Connect 731 Advanced Multi site Branch	EA	$32.50	$617.50	$617.50
	Designate a Branch server. Must have at least 1 Primary server in a multi-site network					
1	8211543	10 Interact Professional user licenses to a Connect 731	EA	$30.00	$570.00	$570.00
	Allworx Interact Pro adds the aspect of control to the application in a series of dockable windows. Users control presence management, current and parked calls, contacts and call history. The ability to see the presence and handset status of other Allworx users prior to placing calls makes connecting with co-workers easier than ever before.					
1	8211533	10 Reach applications for iOS or Android to a Connect 731	EA	$40.00	$760.00	$760.00
	Allworx Reach combines effortless communication with complete mobility for iOS and Android devices. Allworx Reach brings the rich functionality of your Allworx phone to your smartphone, providing a robust level of features.					
	Large, visually oriented windows are utilized to manage calls, contacts, call history and voicemail in the Allworx Reach user					

Quantity	Part Number	Description	UOM	Discount	Sell	Total
	interface. The user can simultaneously make, receive and manage multiple calls. The contacts and call history lists are useful to simplify dialing calls, reducing dialing errors and speeding time to connect. Voicemail is also accessible from Allworx Reach, enabling quick review and processing of individual messages.					
15	8113120	Allworx Verge 9312 Phone	EA	$269.25	$341.05	$5,115.75
	IP phone with 12 self-labeling programmable function buttons, Gigabit Ethernet, 4.3" color screen, Bluetooth wireless support					
15.00	8322124	Verge 9312 4 Year Extended Warranty	EA	$30.00	$38.00	$570.00
155	8113080	Allworx Verge 9308	EA	$2,317.25	$284.05	$44,027.75
	IP phone with 8 self-labeling programmable function buttons, Gigabit Ethernet, and 3.5" color screen					
155.00	8322084	Verge 9308 4-year extended hardware warranty	EA	$248.00	$30.40	$4,712.00
	32					
1.00	8211511	Conference Center for Connet 731	EA	$35.00	$665.00	$665.00
	Host, schedule, modify, and monitor conference calls from a centralized, easy-to-use web portal *Supports up to 30 users and 4 Conference calls*					
180	CBL-Z-C6-10--BLK	Cat 6 Patch Cable 10ft Black	EA	$120.60	$12.82	$2,307.60
	10 Foot Black					
2	910101079	Konftel 300IP SIP Conference Phone	EA	$89.90	$854.05	$1,708.10
	Konftel 300IP Features: *Omnisound audio technology provides clear conversations with no clipping, background noise suppression, and an equalizer to adjust sound pitch.* *SIP based for integration with leading SIP based IP PBX and Softswitch platforms* *Web based configuration to import/export contacts and settings* *Conference guide helps you set up group calls with the touch of a button* *Optional expansion microphones increase coverage and number of participants (not included; see accessory below)* *Optional PA interface box connects amplifiers and mixers to AUX port for larger group requirements (not included)* *Record your meetings and conference calls to an SD memory card for archiving and future reference* *Phone book provides quick access to 50 contacts and 20 call groups* *1 Year Warranty*					
2	KF900102113	Konftel Expansion Mic's - Blk., pair	EA	$22.50	$213.75	$427.50
2	SMART3000RM2UN	Tripp Lite SmartPro - UPS - AC 120 V - 2.25 kW - 3000 VA - Ethernet, RS-232, USB - 9 output connector(s)	EA	$198.36	$1,884.42	$3,768.84
Equipment Subtotal						**$84,487.54**
0.00	HTS-ENG-ST	Engineer labor, per hour	HR	$0.00	$160.00	$0.00
12.00	S-DP-PHN-AWX	Alworx off Site Nightly Backup - 1 Month - Police Department	EA	$0.00	$20.00	$240.00
	Nightly Backup is phone system data protection, providing a means of restoring your phone system configuration or voice mail. *Nightly Backup stores backup files off-site, making recovery possible even if your on-site system or backup file is damaged.* *Nightly Backup can alleviate some or all of the cost (time and money) of reconfiguring a failed system and returning your business to normal operation.* *Note: Nightly Backup does not include services for restoring data or system configuration. Ask about Billable Support or Disaster Recovery.*					
12.00	S-DP-PHN-AWX	Alworx off Site Nightly Backup - 1 Month - City Hall	EA	$0.00	$20.00	$240.00
	Nightly Backup is phone system data protection, providing a means of restoring your phone system configuration or voice mail. *Nightly Backup stores backup files off-site, making recovery possible even if your on-site system or backup file is*					

Quote

No.: **95692**

Date: 3/5/2018

Quantity	Part Number	Description	UOM	Discount	Sell	Total
	damaged.					
	Nightly Backup can alleviate some or all of the cost (time and money) of reconfiguring a failed system and returning your business to normal operation.					
	Note: Nightly Backup does not include services for restoring data or system configuration. Ask about Billable Support or Disaster Recovery.					
1.00	LAB	Installation, Configuration, Training and Travel	EA	$0.00	$47,574.00	$47,574.00
1.00	HTS-SHIP	Shipping	EA	$0.00	$186.00	$186.00
1.00	ACCT-HTS-PP-DP	*** Down Payment Required ***	EA	$0.00	$0.00	$0.00
	A down payment is required with your order. *If your organization requires an invoice prior to remitting a down payment, please indicate this on your purchase order. IMPORTANT: On your payment, reference the applicable Quote or Invoice number.*					
1.00	ACCT-HTS-PP-CR	*** Down Payment Credited ***	EA	$0.00	$0.00	$0.00
	Your down payment is credited toward the total amount due.					

Item Total:	$137,173.40
Your Price:	**$132,727.54**
Sales Tax	$3,637.31
SubTotal:	**$136,364.85**
Total:	**$136,364.85**
You saved:	**$4,445.86**

For a savings of 3.24%

Prices are firm until 7/25/2018 Terms: Net 15

Prepared by: Michael A. Murphy, Mike.Murphy@htsusa.com **Date:** 3/5/2018

Prior to Installation Harris Technology will need the following information from the City of Las Vegas for the CenturyLink trunks: all DID trunk listing for both PRI locations, City Hall and the Police Department. Harris Technology will also need the E911 trunk and address information on the City Hall PRI.

Harris Technology Services Inc. (HTS) will perform the following tasks for this installation:

The telephone system server will be installed in a customer provided 19 inch equipment rack unless a rack is being supplied by HTS.
Customer switch network needs enough open ports to accommodate the added telephone system connections and standalone telephones.
All customer switches will need to provide adequate POE ports for the telephones unless HTS is providing switches or POE injectors are part of the pricing.
If a network assessment is not provided by HTS, or if HTS is not providing the network infrastructure, it will be the customer's responsibility to perform all network configurations for VLAN's and QOS and must be completed before the start of the installation project.
HTS will install each telephone using the customer's existing patch cable from the wall to the computer to be connected to the telephone in each office and HTS will provide a patch cable from the telephone to the computer.
HTS will register each telephone and verify connectivity and proper functionality of each telephone.
All telephone locations are assumed to have a working computer or if installing a standalone telephone, it will connect to existing data network using included patch cable.
Any patch cables needing to be longer than the one included with the telephone, usually 7 to 10 feet, will be provided by the customer unless included in the above pricing.

An Excel spreadsheet will be provided for the customer to fill out including the Usernames, first and last, Extension number, DID number and possibly their email address.
The telephone system will be configured to match, as best as possible, the existing number plan used by the customer for all extensions.
HTS will input user names for all telephones assuming that the names do not exceed the length limitations of the telephone system.
It may be necessary to modify some user display names if their name exceeds the length limit of the system or have more than one last name.
Voicemail configuration will be implemented for all users that are to receive voicemail if the system is so equipped.
HTS will also input all email addresses if required by the system configuration and software options quoted.
Simple, single level auto attendant will be configured and implemented as part of the voicemail setup. Optionally, complex and/or multilevel auto attendant can be configured if not included in the pricing.
HTS will provide end user training on the use of the telephones and, if included as part of the telephone system, voicemail user training.
System administrator training is available for both the telephone system and voicemail system if not already included in the pricing.
Customer's music on hold, MOH, and paging can be connected but is not already included in the pricing.
A Hot Spare will be configured and installed to support system fail over in an emergency situation.
The system cutover will be scheduled to try and minimize down time for all users, we have provided overtime hours to cut over to the new phone system. There is the possibility that some phones will not be covered during this time and have to be cut over to the new system during normal business hours.

City of Las Vegas
Phone Count per Site and addresses
City Hall 50
1700 N GRAND AVE

Recreation Center 10
1751 N GRAND AVE

Solid Waste 5

Fire Station #1 6

Fire Station #2 4

Court House 10
727 GRAND AVE

Library 5
500 NATIONAL AVE

Utilities 30
905 12TH ST

AirPort 4

Housing 10

Transportation 7

Waste Water 4

Police Department 25
318 MORENO ST

Quote

No.: **95692**

Date: 3/5/2018

Total of phone 170

Accepted by: _____ **Date:**_____

Disclaimer

SDVOSB - CVE CERTIFIED

FEIN 85-0469937 DUNS 146656025 CAGE CODE 1TUS9 NM CRS ID #02-422469-00-3

Note: Payments made by credit card will incur a 3% processing fee.

Forti Voice system

HARRIS TECHNOLOGY SERVICES, INC.
1603 Golf Course Road SE
Suite B
Rio Rancho, NM 87124-1762

Harris Technology Services, Inc
Phone: (505) 892-7364
Fax: (505) 213-0038
1603 Golf Course Rd SE, Suite B
Rio Rancho, NM 87124

Quote
No.: **95793**
Date: 5/1/2018

Prepared for:
Kenny Roybal (505) 617-1234
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701 USA

Prepared by: Josh A. Harris
Account No.: 281
Phone: (505) 454-1401
Fax: (505) 425-7335

Quantity	Part Number	Description	UOM	Discount	Sell	Total
	Quote is based on CES Contract #17-03B-C205-ALL Servers, Workstations, Peripherals Printers, CPUs, Displays, Scanners, Peripherals, Accessories, Operating System Software, Parts and Repair					
	-->Submit PO & quote to CES, copy to Orders@htsusa.com <--					
3	FVE-300-T-BDL-311-60	FortiVoiceEnterprise 300E-T, 5x 10/100/1000 ports, 1x PRI, 1x 500 GB storage, 300 extensions, 30 VoIP trunks.	EA	$1,986.99	$5,961.01	$17,883.03
15	FON-670I	Executive IP phone with 7-inch color touchscreen, 100 programmable keys, PoE and 10/100/1000 LAN and PC connections	EA	$600.00	$360.00	$5,400.00
155	FON-570	IP phone with a 7-inch color touchscreen, 29 programmable keys, PoE and 10/100/1000 LAN and PC connections.	EA	$5,874.50	$341.10	$52,870.50
2	FON-C70	HD IP conference phone for small and medium-sized conference room with built-in 3 microphone array, full-duplex technology	EA	$119.80	$539.10	$1,078.20
2	FF-M70	MIC connector allows you to connect to the MIC port on the phone	EA	$29.80	$134.10	$268.20
180	CBL-Z-C6-10--BLK 10 Foot Black	Cat 6 Patch Cable 10ft Black	EA	$120.60	$12.82	$2,307.60
2	SMART3000RM2UN	Tripp Lite SmartPro - UPS - AC 120 V - 2.25 kW - 3000 VA - Ethernet, RS-232, USB - 9 output connector(s)	EA	$198.36	$1,884.42	$3,768.84
Equipment Subtotal						**$83,576.37**
1.00	LAB	Installation, Configuration, Training and Travel	EA	$0.00	$54,640.00	$54,640.00
1.00	HTS-SHIP	Shipping	EA	$0.00	$186.00	$186.00
1.00	ACCT-HTS-PP-DP	*** Down Payment Required ***	EA	$0.00	$0.00	$0.00
	A down payment is required with your order. *If your organization requires an invoice prior to remitting a down payment, please indicate this on your purchase order.* *IMPORTANT: On your payment, reference the applicable Quote or Invoice number.*					
1.00	ACCT-HTS-PP-CR	*** Down Payment Credited ***	EA	$0.00	$0.00	$0.00
	Your down payment is credited toward the total amount due.					

Item Total:	$147,332.42
Your Price:	**$138,402.37**
Sales Tax	$4,077.68

Quote

No.: **95793**

Date: 5/1/2018

SubTotal: **$142,480.05**

Total: **$142,480.05**

You saved: **$8,930.05**

For a savings of 6.06%

Prices are firm until 7/25/2018 Terms: Net 15

Prepared by: Josh A. Harris, josh.harris@htsusa.com **Date:** 5/1/2018

Prior to Installation Harris Technology will need the following information from the City of Las Vegas for the CenturyLink trunks: all DID trunk listing for both PRI locations, City Hall and the Police Department. Harris Technology will also need the E911 trunk and address information on the City Hall PRI.

Harris Technology Services Inc. (HTS) will perform the following tasks for this installation:

The telephone system server will be installed in a customer provided 19 inch equipment rack unless a rack is being supplied by HTS.
Customer switch network needs enough open ports to accommodate the added telephone system connections and standalone telephones.
All customer switches will need to provide adequate POE ports for the telephones unless HTS is providing switches or POE injectors are part of the pricing.
If a network assessment is not provided by HTS, or if HTS is not providing the network infrastructure, it will be the customer's responsibility to perform all network configurations for VLAN's and QOS and must be completed before the start of the installation project.
HTS will install each telephone using the customer's existing patch cable from the wall to the computer to be connected to the telephone in each office and HTS will provide a patch cable from the telephone to the computer.
HTS will register each telephone and verify connectivity and proper functionality of each telephone.
All telephone locations are assumed to have a working computer or if installing a standalone telephone, it will connect to existing data network using included patch cable.
Any patch cables needing to be longer than the one included with the telephone, usually 7 to 10 feet, will be provided by the customer unless included in the above pricing.
An Excel spreadsheet will be provided for the customer to fill out including the Usernames, first and last, Extension number, DID number and possibly their email address.
The telephone system will be configured to match, as best as possible, the existing number plan used by the customer for all extensions.
HTS will input user names for all telephones assuming that the names do not exceed the length limitations of the telephone system.
It may be necessary to modify some user display names if their name exceeds the length limit of the system or have more than one last name.
Voicemail configuration will be implemented for all users that are to receive voicemail if the system is so equipped.
HTS will also input all email addresses if required by the system configuration and software options quoted.
Simple, single level auto attendant will be configured and implemented as part of the voicemail setup. Optionally, complex and/or multilevel auto attendant can be configured if not included in the pricing.
HTS will provide end user training on the use of the telephones and, if included as part of the telephone system, voicemail user training.
System administrator training is available for both the telephone system and voicemail system if not already included in the pricing.
Customer's music on hold, MOH, and paging can be connected but is not already included in the pricing.
A Hot Spare will be configured and installed to support system fail over in an emergency situation.
The system cutover will be scheduled to try and minimize down time for all users, we have provided overtime hours to cut over to the new phone system. There is the possibility that some phones will not be covered during this time and have to be cut over to the new system during normal business hours.

Quote

No.: **95793**

Date: 5/1/2018

City of Las Vegas
Phone Count per Site and addresses

City Hall 1700 N GRAND AVE	50
Recreation Center 1751 N GRAND AVE	10
Solid Waste	5
Fire Station #1	6
Fire Station #2	4
Court House 727 GRAND AVE	10
Library 500 NATIONAL AVE	5
Utilities 905 12TH ST	30
AirPort	4
Housing	10
Transportation	7
Waste Water	4
Police Department 318 MORENO ST	25
Total of phone	170

Accepted by: _____ **Date:**_____

Disclaimer

SDVOSB - CVE CERTIFIED
FEIN 85-0469937 DUNS 146656025 CAGE CODE 1TUS9 NM CRS ID #02-422469-00-3
Note: Payments made by credit card will incur a 3% processing fee.

Shoretell systems

HARRIS TECHNOLOGY SERVICES, INC.
1603 Golf Course Road SE
Suite B
Rio Rancho, NM 87124-1762

Harris Technology Services, Inc
Phone: (505) 892-7364
Fax: (505) 213-0038
1603 Golf Course Rd SE, Suite B
Rio Rancho, NM 87124

Quote
No.: **95812**
Date: 5/10/2018

Prepared for:
Kenny Roybal (505) 617-1234
City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701 USA

Prepared by: Mark A. Everett
Account No.: 281
Phone: (505) 454-1401
Fax: (505) 425-7335

Quantity	Part Number	Description	UOM	Discount	Sell	Total
	Quote is based on CES Contract #17-03B-C205-ALL Servers, Workstations, Peripherals Printers, CPUs, Displays, Scanners, Peripherals, Accessories, Operating System Software, Parts and Repair					
	-->Submit PO & quote to CES, copy to Orders@htsusa.com <--					
1	29152	ShoreTel 14.2 General Release	EA	$0.00	$0.00	$0.00
1	30044	ShoreTel - Additional Site License	EA	$24.75	$470.25	$470.25
1	95152	ShoreCare Enterprise Support: 5 Yeares - Full	EA	$0.00	$55,281.14	$55,281.14
3	10324	ShoreTel ShoreGear-50V	EA	$374.25	$2,370.25	$7,110.75
1	10325	Shoretel ShoreGear 90V	EA	$184.75	$3,510.25	$3,510.25
1	10322	Shoretel ShoreGear T1k Switch	EA	$174.75	$3,320.25	$3,320.25
1	10229	ShoreTel Voice Switch 220T1A	EA	$324.75	$6,170.25	$6,170.25
15		Shoretel IP485g IP Phone, extension and mailbox	EA	$441.00	$558.60	$8,379.00
155		Shoretel IP480g IP Phone, extension and mailbox	EA	$4,092.00	$501.60	$77,748.00
1		Shoretel 485g User Guide (per25)	EA	$0.50	$9.50	$9.50
7		Shretel 480g User Guide (per25)	EA	$43.75	$118.75	$831.25
1	60125	Shoretel - Service Appliance 100 - required to host Conferencing and Instant Messaging	EA	$149.75	$2,845.25	$2,845.25
2	30091	Shoretel - 10 Concurrent Audio Conferencing Ports	EA	$0.00	$1,535.62	$3,071.24
180	CBL-Z-C6-10--BLK 10 Foot Black	Cat 6 Patch Cable 10ft Black	EA	$120.60	$12.82	$2,307.60
2	910101079	Konftel 300IP SIP Conference Phone	EA	$89.90	$854.05	$1,708.10
	Konftel 300IP Features: *Omnisound audio technology provides clear conversations with no clipping, background noise suppression, and an equalizer to adjust sound pitch.* *SIP based for integration with leading SIP based IP PBX and Softswitch platforms* *Web based configuration to import/export contacts and settings* *Conference guide helps you set up group calls with the touch of a button* *Optional expansion microphones increase coverage and number of participants (not included; see accessory below)* *Optional PA interface box connects amplifiers and mixers to AUX port for larger group requirements (not included)* *Record your meetings and conference calls to an SD memory card for archiving and future reference* *Phone book provides quick access to 50 contacts and 20 call groups* *1 Year Warranty*					
2	KF900102113	Konftel Expansion Mic's - Blk., pair	EA	$22.50	$213.75	$427.50

Quote

No.: **95812**

Date: 5/10/2018

Quantity	Part Number	Description	UOM	Discount	Sell	Total
2	SMART3000RM2UN	Tripp Lite SmartPro - UPS - AC 120 V - 2.25 kW - 3000 VA - Ethernet, RS-232, USB - 9 output connector(s)	EA	$198.36	$1,884.42	$3,768.84
Equipment Subtotal						**$176,959.17**
1.00	LAB	Installation, Configuration, Training and Travel	EA	$0.00	$54,460.00	$54,460.00
1.00	HTS-SHIP	Shipping	EA	$0.00	$186.00	$186.00
1.00	ACCT-HTS-PP-DP	*** Down Payment Required ***	EA	$0.00	$0.00	$0.00
	A down payment is required with your order. *If your organization requires an invoice prior to remitting a down payment, please indicate this on your purchase order. IMPORTANT: On your payment, reference the applicable Quote or Invoice number.*					
1.00	ACCT-HTS-PP-CR	*** Down Payment Credited ***	EA	$0.00	$0.00	$0.00
	Your down payment is credited toward the total amount due.					

Item Total:	$237,846.78
Your Price:	**$231,605.17**
Sales Tax	$8,210.81
SubTotal:	**$239,815.98**
Total:	**$239,815.98**
You saved:	**$6,241.61**

For a savings of 2.62%

Prices are firm until 6/9/2018 Terms: Net 15

Prepared by: Mark A. Everett, Mark.Everett@htsusa.com **Date:** 5/10/2018

Prior to Installation Harris Technology will need the following information from the City of Las Vegas for the CenturyLink trunks: all DID trunk listing for both PRI locations, City Hall and the Police Department. Harris Technology will also need the E911 trunk and address information on the City Hall PRI.

Harris Technology Services Inc. (HTS) will perform the following tasks for this installation:

The telephone system server will be installed in a customer provided 19 inch equipment rack unless a rack is being supplied by HTS.
Customer switch network needs enough open ports to accommodate the added telephone system connections and standalone telephones.
All customer switches will need to provide adequate POE ports for the telephones unless HTS is providing switches or POE injectors are part of the pricing.
If a network assessment is not provided by HTS, or if HTS is not providing the network infrastructure, it will be the customer's responsibility to perform all network configurations for VLAN's and QOS and must be completed before the start of the installation project.
HTS will install each telephone using the customer's existing patch cable from the wall to the computer to be connected to the telephone in each office and HTS will provide a patch cable from the telephone to the computer.
HTS will register each telephone and verify connectivity and proper functionality of each telephone.
All telephone locations are assumed to have a working computer or if installing a standalone telephone, it will connect to existing data network using included patch cable.
Any patch cables needing to be longer than the one included with the telephone, usually 7 to 10 feet, will be provided by the customer unless included in the above pricing.
An Excel spreadsheet will be provided for the customer to fill out including the Usernames, first and last, Extension number,

DID number and possibly their email address.
The telephone system will be configured to match, as best as possible, the existing number plan used by the customer for all extensions.
HTS will input user names for all telephones assuming that the names do not exceed the length limitations of the telephone system.
It may be necessary to modify some user display names if their name exceeds the length limit of the system or have more than one last name.
Voicemail configuration will be implemented for all users that are to receive voicemail if the system is so equipped.
HTS will also input all email addresses if required by the system configuration and software options quoted.
Simple, single level auto attendant will be configured and implemented as part of the voicemail setup. Optionally, complex and/or multilevel auto attendant can be configured if not included in the pricing.
HTS will provide end user training on the use of the telephones and, if included as part of the telephone system, voicemail user training.
System administrator training is available for both the telephone system and voicemail system if not already included in the pricing.
Customer's music on hold, MOH, and paging can be connected but is not already included in the pricing.
A Hot Spare will be configured and installed to support system fail over in an emergency situation.
The system cutover will be scheduled to try and minimize down time for all users, we have provided overtime hours to cut over to the new phone system. There is the possibility that some phones will not be covered during this time and have to be cut over to the new system during normal business hours.

City of Las Vegas
Phone Count per Site and addresses
City Hall 50
1700 N GRAND AVE

Recreation Center 10
1751 N GRAND AVE

Solid Waste 5

Fire Station #1 6

Fire Station #2 4

Court House 10
727 GRAND AVE

Library 5
500 NATIONAL AVE

Utilities 30
905 12TH ST

AirPort 4

Housing 10

Transportation 7

Waste Water 4

Police Department 25
318 MORENO ST

Quote

No.: **95812**

Date: 5/10/2018

Total of phone 170

Accepted by: _____ **Date:**_____

Disclaimer

SDVOSB - CVE CERTIFIED

FEIN 85-0469937 DUNS 146656025 CAGE CODE 1TUS9 NM CRS ID #02-422469-00-3

Note: Payments made by credit card will incur a 3% processing fee.

On the selection of the phone system for the City the IT Department has asked our current contracted network engineers, Harris Technologies, to assist in the ranking and rating of phone systems to best fit the needs of the City. Harris Technologies has extensive knowledge of the installation, maintenance, and service of a variety of physical and hosted phone systems.

	Allworx	ShoreTel	FortiVoice	Nextiva			Rating scale
	On Premise	On Premise	On Premise	Hosted			1-5 5=highest 1=Lowest
Ease of Management	5	4	2	5			
support & warranty	5	3	1	4			
cost effective add ons	5	2	4	5			
installation issues	5	4	2	5			
Stability of manufacture	4	3	3	4			
call quality	5	5	4	5			
Total quote amount	136,364.85	239,815.98	142,480.05	5,556.00 /month 799.50 one time cost for 10 phones			
Total Ranking	29	21	16	28			