



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
May 8, 2019–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **DISCUSSION ITEMS**
 1. Crack Sealing Project on Mills Avenue from Grand Avenue to Hot Springs Boulevard. Total amount \$61,844.37.

Daniel Gurule, Public Works Director Road improvements on Mills Avenue from Grand Avenue to Hot Springs Boulevard in the form of crack sealing in which cracks will be routed, cleaned and sealed of bituminous pavement as per NM State Price Agreement #61-805-16-14054. Budgetary provisions have been made in the Public Works Department.
 2. Award request for bid #2019-10 for the solid waste tipping fees for municipal solid waste per ton to GGH Wagon Mound, LLC, as the primary landfill and Waste Management of NM, Inc., as the secondary landfill.

Maria Gilvarry, Utilities Director This allows the City to haul refuse and waste to a landfill.
 3. Resolution 19-20 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.

Virginia Marrujo, Interim Community Development Director The City of Las Vegas is applying for the 2019 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 to qualify for submission of the grant application.

VIII. 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.**

IX. ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas 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, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 4/25/19

DEPT: Public Works

MEETING DATE: 05/08/2019

DISCUSSION ITEM/TOPIC: Crack Sealing Project on Mills Avenue from Grand Avenue to Hot Springs Boulevard. Total amount \$61,844.37.

BACKGROUND/RATIONALE: Road improvements on Mills Avenue from Grand Avenue to Hot Springs Boulevard in the form of crack sealing in which cracks will be routed, cleaned and sealed of bituminous pavement as per NM State Price Agreement #61-805-16-14054. Budgetary provisions have been made in the Public Works Department.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULÉ-GIRON
MAYOR**



**ANN MARIE GALLEGOS
INTERIM CITY MANAGER**

**TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)**

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

**ESTHER GARDUNO MONTOYA
CITY ATTORNEY
(ALL CONTRACTS, ORDINANCES
AND RESOLUTIONS MUST BE
REVIEWED)**

Dismuke Construction Company

PO Box 30354, Station D
Albuquerque, NM 87190
(505) 884-1633
FX (505) 880-0391

February 27 2019

City of Las Vegas

Attention: Daniel Gurule Phone Number (505) 652-8750

Regarding: Asphalt Rubber Crack Sealing of Bituminous Pavement according to the State of New Mexico Price Agreement # 61-805-16-14054, Crack Sealing-Hot Mix and Concrete Pavements, Hot Poured to meet M324 -04 and ASTM D6690-01 TYPE 1. Rout, Clean and Seal

Description

Mills Ave (Grand ave to HotSprings)

	As designated by Engineer.				
#047	Estimated pounds material	38,900	x	\$1.40	\$54,460.00
#056	Traffic control - hours	32	x	\$50.00	\$1,600.00
#054	Mobilization (One Way)	124	x	\$8.00	\$992.00
	Estimated Sub-Total				<u>\$57,052.00</u>
	Gross Receipts Tax (Las Vegas 12-122)			8.40%	<u>\$4,792.37</u>
	Estimated Grand Total				<u>\$61,844.37</u>

This is an estimate only, actual quantities will be determined in the field by the contractor and NMDOT personnel. Price includes routing, cleaning and sealing random cracks with Rubber Asphalt Sealant.

Prices include all necessary clean up. Estimate does not include sealing Alligator cracking. All workmanship, materials and traffic control will meet NMDOT Specifications. If you have any questions, please call me at (505) 362-5034. This estimate is accurate for 90 days.

Sincerely,

Randy Carter

Dismuke Construction



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
2 Vendors

Telephone No.

Price Agreement Number: 61-805-16-14054

Price Agreement Amendment No.: Three

Term: March 21, 2016 – March 20, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:
New Mexico Department of Transportation
Various Locations

Email: raelynn.lujan@state.nm.us

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 21, 2019 to March 20, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Ana Silva
New Mexico State Purchasing Agent

Date: 1/4/2019

nm



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
2 Vendors

Telephone No. _____

Price Agreement Number: 61-805-16-14054

Price Agreement Amendment No.: Two

Term: March 21, 2016 – March 20, 2019

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Procurement Specialist: Yulastuti Wulandari

Telephone No.: (505) 827-0485

Title: **Crack Sealing Hot Mix Asphalt and Concrete Pavements**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 21, 2018 to March 20, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/22/18



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors

Telephone No.: _____

Price Agreement Number: 61-805-16-14054

Price Agreement Amendment No.: One

Term: March 21, 2016-March 20, 2018

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
Angela Martinez 505-827-5127

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 21, 2017 to March 20, 2018 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 1/25/17



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
2 Vendors (see page 7)

Telephone No.:

Price Agreement Number: 61-805-16-14054

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Eric Sanchez *ES*

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
Angela Martinez 505-827-5127

Title: Crack Sealing Hot Mix Asphalt and Concrete Pavements

Term: March 21, 2016-March 20, 2017

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 3/17/16

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,

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Price Agreement #: 61-805-16-14054

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such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 61-805-16-14054

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Awarded Vendors:

**(AA) 0000051537
Dismuke Construction Company
PO Box 30354, Sta. D
Albuquerque, NM 87190-0354
505-362-5032**

**(AB) 0000045183
IPR LTD.
3740 Hawkins
Albuquerque, NM 87109
505-292-3331**

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Establish a Price Agreement for Crack Sealing of Hot Mix Asphalt and Concrete Pavements for the New Mexico Department of Transportation. Work shall consist of sealing of cracks in pavement with sealant material to prevent water from entering the underlying materials which may cause stripping, pumping, sub-grade and base failure. This price agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Price Agreement, the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications. They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/en/PSE.html> and they are available for purchase at the General Office Financial Control Office contact (505) 827-5338.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

Terms of Price Agreement:

The term of this agreement shall be for one year from date of award with an option to extend for up to three (3) additional one year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for

State of New Mexico
General Services Department
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rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The New Mexico Department of Transportation shall provide direction regarding the performance required by this price agreement.

Vendor is requested to indicate their Federal Tax ID Number, New Mexico Gross Receipts or Social Security Number _____.

Bid Review:

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:

Method of award shall be to multiple vendors for each district. Items shall be awarded to multiple vendors per district as follows:

Items 001 to 014 - District One
Items 015 to 028 - District Two
Items 029 to 042 - District Three
Items 043 to 056 - District Four
Items 057 to 070 - District Five
Items 071 to 084 - District Six

For a bid to be considered for award to a District, prices must be submitted for all items for that district. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that district.

This Price Agreement may be awarded to one or more vendors, but not to exceed three vendors per district.

Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to complete a project shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.

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General Services Department
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Price Agreement #: 61-805-16-14054

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3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor not offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

Public Works Minimum Wage Act:

This is a Public Works Contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at:

<http://www.dws.state.nm.us/LaborRelations/LaborInformation/PublicWorks>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s)

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for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. Comply with state laws and rules pertaining to Worker's Compensation Insurance Coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.
- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

- 1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
 - 1. Coverage for liability arising out of the operation of independent Contractors
 - 2. Completed operation coverage
 - 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 - 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling,

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cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) Worker's Compensation Insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

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The New Mexico Department of Transportation shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, form and types of bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the New Mexico Department of Transportation against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

**SPECIFICATIONS FOR CRACK SEALING – HOT MIX ASPHALT AND CONCRETE
PAVEMENTS:**

Specifications for Joint Sealants, Hot Applied, Elastomeric-Type, for Portland Cement Concrete Pavements AASHTO Designation: M 282-99 (ASTM Designation: D 3406-95):

All applicable sections of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current Special Provisions and Supplemental Specifications shall apply and be considered an integral part of these specifications.

All work done under this contract shall meet the following specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications:

Section 452.3 Construction Requirements

1.0 Scope

- 1.1 This specification covers a one component, hot-applied elastomeric type concrete joint sealant resistant to weathering, for use in sealing joints and cracks in Portland cement concrete pavements.
- 1.2 This standard is not intended to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use. Specific precaution statements are given in appendix XI.

2.0 Referenced Documents

2.1 ASTM Standards

D 5167 practice for melting of hot-applied joint and crack sealant and filler for evaluation
D 5249 specification for backer material for use with cold and hot-applied joint sealants in Portland cement concrete and asphalt joints
D 5329 test methods for sealants and fillers, hot-applied, for joints and cracks in asphaltic and Portland cement concrete pavements.

3.0 General Requirements

- 3.1 The joint sealant, when in place, shall form a resilient and cohesive compound that is resistant to weathering, and shall effectively seal joints in concrete throughout repeated cycles of thermal expansion and contraction, and against the infiltration of moisture and incompressible. It shall not flow from the joint or be picked up by vehicle tires. The joint sealant, before placement, shall be stable at the safe heating temperature for up to 6 hours. The poured joints shall be free of internal voids due to placement or that develop subsequently while in service.

4.0 Physical Requirements

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- 4.1 Safe Heating Temperature - The highest temperature to which the sealing compound can be heated & still conform to all the requirements specified herein. For the purposes of testing as specified hereafter, the pouring temperature for specimen preparation shall be the safe heating temperature, as recommended by the sealant manufacturer. The safe heating temperature shall be shown on all containers & shall be provided to the testing agency before any laboratory tests are begun. The safe heating temperature shall be a minimum of 20 degrees F (11 degrees C) Higher than the manufacturer's recommended application temperature. (See appendix XI).
- 4.2 Cone Penetration - Non-immersed at 77 +/- 0.2 degrees F (25 +/- 0.1 degrees C) 150 grams for 5 seconds shall not exceed 130 units.
- 4.3 Flow - There shall be no flow after 72 hours at 158 +/- 2 degrees F (70 +/- 1 degree C)
- 4.4 Bond - The sealant shall be tested at 0 +/- 2 degrees F (-17.8 +/- 1.1 degree C) for three complete cycles of 50 percent extension each. All three specimens shall meet the following requirements for bond.
 - 4.4.1 Non-immersed - No specimen shall develop any crack, separation, or other opening in the sealing compound or between the sealing compound & the concrete blocks.
 - 4.4.2 Water Immersed - No specimen shall develop any crack, separation, or other opening in the sealing compound or between the sealing compound and the concrete blocks.
- 4.5 Resilience - When tested at 77 +/- 0.2 degrees F (25 +/- 0.1 degree C). The recovery shall be a minimum of 60 %.
- 4.6 Resilience Oven Aged - When conditioned in a forced draft oven maintained at 158 +/- 2 degrees F (70 +/- 1 degree C) for 24 hours, & tested at 77 +/- 0.2 degree F (25 +/- 0.1 degree C) The recovery shall be a minimum of 60 percent.
- 4.7 Artificial Weathering - After 160 hours of exposure, the joint sealant shall not flow, show tackiness, the presence of an oil-like film or reversion to a mastic-like substance, form surface blisters, either intact or broken, form internal voids, have surface crazing, cracking, hardening, or loss of rubber-like properties. Evidence of physical change in the surface of the material by visual & tactile examination shall constitute failure of this test.
- 4.8 Tensile Adhesion - The average of three test specimens shall be a minimum of 500 percent elongation.
- 4.9 Flexibility - When conditioned in forced draft oven maintained at 158 +/- 2 degrees F (70 +/- 1 degree C) for 72 hours, and bent at 90 degrees over a 0.25 inch (6.4mm) diameter mandrel, the specimen shall have no indication of surface crazing or cracking.
5. Sampling and Heating
 - 5.1 Sampling

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- 5.1.1 Samples may be taken at the plant or warehouse prior to delivery or at the time of delivery, at the option of the Purchaser. If sampling is done prior to shipment, the inspector representing the Purchaser shall have free access to the material to be sampled. The inspector shall be afforded material to be sampled. The inspector shall be afforded all reasonable facilities for inspection and sampling which shall be conducted so as not to interfere unnecessarily with the operation of the works.
- 5.1.2 Samples shall consist of one of the manufacturer's original sealed containers selected at random from the lot or batch of finished material. A batch or lot shall be considered as all finished material that was manufactured simultaneously or continuously as a unit between the time of compounding and the time of packaging or placing in shipping containers.
- 5.1.3 The sealant portion for testing shall be obtained from the selected manufacturer's original sealed container in accordance with practice D 5167. The sample portion for testing which is added to and heated in the melter shall weigh a minimum of 2500 grams.
- 5.2 Heating - Heat the material in accordance with practice D 5167.
 - 5.2.1 Initial Melting - Heat the oil bath in the melter to the safe heating temperature of the sealant being tested. Add the sample according to instructions in practice D 5167. After the sample has been added, the oil bath temperature may be increased to not more than 20 F (11 C) higher than the sealant safe heating temperature, to raise the sealant temperature to the safe heating temperature within the required 1 hour as stated in practice D 5167.
 - 5.2.2 Extended Heating - Continue heating the sample at the safe heating temperature until 6 hours have elapsed after adding the first segment to the melter. Test specimens for evaluation are then immediately poured from the material that has been heated for 6 hours.
- 6. Test Methods
 - 6.1 The physical properties enumerated in this specification shall be determined in accordance with method D 5329.
- 7. Packaging & Package Marking
 - 7.1 The joint sealant shall be packaged in 5-gallon (18.9 liter) sealed containers or as otherwise specified by the user. Each container shall be clearly marked with the name and address of the manufacturer, the trade name of the sealant, specification designation, the manufacturer's batch or lot number, recommended application temperature, safe heating temperature, & application instructions, unless otherwise specified in the contract or purchase order.

Appendix:

- XI.0 Precaution on use and application of joint sealant, hot applied, elastomeric-type, for portland cement concrete pavements.
 - XI.1 Temperature Control - Some, if not all the known materials conforming to this specification may be damaged by heating to too high a temperature, reheating, or by heating for too long a time. Ensure equipment for heating and application that is suitable for the purpose and approved by the

manufacturer of the sealant. Direct heating shall not be used. The sealant should be heated in a kettle or melter constructed as a double boiler, with a space between the inner and outer shells filled with high-flash heat transfer oil. Positive temperature control, mechanical agitation, and circulating pump should be provided.

- X1.2 Pavement Joints in New Construction - Before sealant is applied into new construction pavement joints, the joints should be dry, clean of all scale, dirt, dust, curing compound, and other foreign material. The joints to be sealed are to be thoroughly sandblasted, sidewalls of the joint space should be thoroughly sandblasted and blown clean of loose sand by high pressure air of 100 PSI (689 KPA) minimum. Compressors should be equipped with adequate oil and a water trap to ensure that the compressed air is not contaminated. The joints should then be sealed by the use of a double-boiler melter or applicator, as described in X1.1. If the joints are cleaned by jet water blasting, jet water-blast machine shall be capable of discharging water at a rate of 8500 to 10,000 PSI (58.6 to 68.9 MPA) pressure and 20 to 22 gal of water/min (75.7 to 83.3 l of water/min). Joints shall be thoroughly dry before installation of backer rod, and then sealed using a melter or applicator as described in X1.1.
- X1.3 Pavement Joints to be Resealed - When sealant covered by this specification is used for maintenance and resealing of joints that have previously been sealed with similar or dissimilar sealant, it is recommended that the joints be thoroughly cleaned with a plow, router, concrete saw, or other suitable tool or tools designed for the purpose of neatly cleaning pavement joints without spalling the joint. Loose material should be blown free of the joint. The joint sidewalls should be thoroughly sandblasted and blown free of loose sand with high pressure air of 100PSI (689 KPA) minimum. Compressors should be equipped with adequate oil and water trap to ensure that compressed air is not contaminated. The joints should then be sealed using a melter or applicator as described in X1.1. If joints are cleaned by jet water-blasting, the jet water-blast machine will be capable of discharging water 8500 to 10, 000 PSI (58 .6 to 68. 9 MPA) pressure and 20 to 22 gal of water/min (75.5 to 63.3 l of water/min). Joints should be thoroughly dry before installation of backer rod or bond breaker. Joints should be sealed with a melter or applicator as described in X1.1.
- X1.4 Backer Rod or Bond Breaker - The use of backer rod or bond breaker in the joint to be sealed is recommended to control the depth of the sealant, and to achieve the desired joint shape factor. Backup material and bond breakers should be compatible with the sealant. Due to elevated temperatures of sealants at application temperatures, exercise care in the selection of suitable back-up materials. Backer material should meet requirements of specification D 5249.
- X1.5 Workmanship-Practice care in applying the sealant to avoid overfilling of the joint space. Joints should be filled in a neat workmanlike manner to within 0.125 to 0.25 in. (3.2 to 6.4 mm) below flush with the pavement surface.
- X1.6 Caution - As this material may contain polyvinyl chloride and coal-tar derivatives, special care must be taken when using this material. The manufacturer shall state necessary precautions clearly on the container and shall supply the applicator with U.S. Department of Labor material and safety data sheet (OSHA form 20), so that proper safe handling and application techniques may be used.

**Specifications for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
AASHTO Designation M 324-08 (ASTM Designation D 6690-06a):**

All applicable sections of The New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction current edition, current special provisions and Supplemental Specifications shall apply and be considered an integral part of these specifications.

All work done under this contract shall meet the following specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications:

Section 411: Hot-Poured Crack Sealant

1. Scope:

- 1.1 This specification covers joint and crack sealants of the hot-applied type intended for use in sealing joints and cracks in Portland cement concrete and asphalt pavements.
- 1.2 The values stated in SI units are the standard.
- 1.3 This standard is not intended to cover the properties required of sealants for use in areas of Portland cement concrete or asphaltic pavement subject to jet fuel or other fuel spillage such as vehicle and/or aircraft refuel and maintenance areas.
- 1.4 This standard is not intended to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.

2. Referenced Documents:

2.1 ASTM Standards

- D 1190 Specification for concrete joint sealer, hot-applied elastic type.
- D 3405 Specification for joint sealants, hot-applied for concrete and asphalt pavements.
- D 5167 Practice for melting of hot-applied joint and crack sealant and filler for evaluation.
- D5249 Specification for backer material for use with cold and hot-applied joint sealants in Portland cement concrete and asphalt joints
- D 5329 Test methods for sealants and fillers, hot-applied, for joints and cracks in asphaltic and Portland cement concrete pavements.

2.2 Federal Specification

SS-S-1410C

3. General Requirements:

- 3.1 The sealant shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints and cracks in concrete and asphaltic pavements against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and that will not, at ambient temperatures, flow from the joint or be picked up by vehicle tires. The material shall be capable of being brought to a uniform pouring

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consistency suitable for completely filling the joints without inclusion of large air holes or discontinuities and without damage to the material. It shall remain relatively unchanged in application characteristics for at least 6 H at the recommended pouring temperature in the field.

4. Classification:

4.1 Type I

A joint and crack sealant capable of maintaining an effective seal in moderate climates. The material is tested for low temperature performance at -18C using 50% extension (specification D 6690)

4.2 Type II

A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29C using 50% extension (specification D 6690).

4.3 Type III

A joint and crack sealant capable of maintaining an effective seal in most climates. Material is tested for low temperature performance at -29C using 50% extension. Special tests are included (Federal Spec. SS-S-1401C).

4.4 Type IV

A joint and crack sealant capable of maintaining an effective seal in most climates experiencing very cold temperatures. Material is tested for low temperature performance at -29C using 200% extension.

Note: It is the responsibility of the New Mexico Department of Transportation to determine which type is most applicable to their conditions.

5. Physical Requirements:

5.1 Maximum Heating Temperature - The maximum heating temperature is the highest temperatures to which a sealant can be heated and still conform to all the requirements specified herein. For purposes of testing as specified hereinafter, the application temperature hereinafter, the application temperature shall be the same as the maximum heating temperature. The maximum heating temperature shall be set forth by the manufacturer and shall be shown on all containers and shall be provided to the testing agency before any laboratory tests are begun.

6. Sampling and Heating:

6.1 Sampling

6.1.1 Samples may be taken at the plant or warehouse prior to delivery or at the time of delivery, at the option of the purchaser, if sampling is done prior to shipments, the inspector representing the purchaser shall have free access to the material to be sampled. The inspector shall be afforded all reasonable

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facilities for inspection sampling which shall be conducted so as not to interfere unnecessarily with the operation of the works.

- 6.1.2 Samples shall consist of one of the manufacturer's original sealed containers selected at random from the lot or batch of finished material. A batch or lot shall be considered as all finished material that was manufactured simultaneously or continuously as a unit between the time of compounding and the time of packaging or placing in shipping containers.
- 6.1.3 Obtain the sealant portion for testing from the selected manufacturer's original sealed container in accordance with practice D 5167. The sample portion added to and heated in the melter shall weigh 800 \pm 50 g., for types I, II, IV, and 1600 \pm 50g for type III. Both pots of the melter described in practice D 5167 shall be used for type III.
- 6.2 Heating - Heat the material accordance with practice D 5167.
 - 6.2.1 The oil bath in the melter shall be heated to a temperature between the sealant's maximum heating temperature and (42C) above the sealant's maximum heating temperature. Never allow the oil temperature to exceed (288 C). Add the sealant to the melter according to the instructions in practice D 5167, after the sample has been added to the melter; regulate the oil temperature within the listed temperature limits while raising the sealant's temperature to manufacturer's recommended maximum heating temperature within the required 1 hour of time, as stated in practice D 5167. Immediately upon reaching the maximum heating temperature, pour samples for testing except for type III which shall be heated for 3 hours from the time of first addition to the melter.
- 7. Test Methods:
 - 7.1 The physical requirements enumerated in this specification shall be determined in accordance with test methods D 5329.
- 8. Packaging and Marking:
 - 8.1.1 The sealing compound shall be delivered in the manufacturer's original containers. Each container shall be legibly marked with the name of the manufacturer, the trade name of the sealant, the manufacturer's batch, or lot number and specification number and type, the minimum application temperature and the maximum heating temperature. The maximum heating temperature must be at least 11 C (20 F) higher than the minimum application temperature.
- XI. **Appendix**
 - XI.1 Some if not all, materials conforming to this specification may be damaged by heating to too high a temperature, reheating, or by heating for too long a time. Care should be exercised to secure equipment for heating and application that is suitable for the purpose and approved by the manufacturer of the material. The material should be heated in a kettle or melter constructed as a double boiler, with the space between the inner and outer shells filled with oil or other heat transfer medium. Thermostatic control for the heat transfer medium shall be provided and shall have sufficient sensitivity to maintain sealant temperature within the manufacturer's specified application temperature range. Temperature indicating devices shall have intervals no greater than S F (2.8 C) and shall be calibrated as required to

assure accuracy. The melter shall have a continuous sealant agitation and mixing system to provide uniform viscosity and temperature of material being applied. If equipped with an application system to deliver sealant to the pavement, the melter shall incorporate a recirculation pump or other means of maintaining sealant temperature in the delivery system. Sealant that has been damaged due to overheating, reheating or prolonged heating may experience poor adhesion, softening or bleeding, difficult application, or jelling in the melter. Direct heating must not be used. As a means of ascertaining whether or not the material covered by this specification is being or has been damaged in the field as a result of overheating, reheating, or prolonged heating, flow panel specimens may be prepared periodically by drawing off sealant directly from the melter-applicator during sealing operations and then tested for flow according to the methods of testing materials covered by this specification. Flow in excess of 3.0 mm for type II, III, and IV, and 5.0 mm for type I would indicate damage to material caused by improper heating procedures.

- X1.2 Pavement joints in new construction for application of material covered by this specification should be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The sidewalls of the joint space to be sealed should then be thoroughly sandblasted, blown clean of loose sand by high-pressure air, and sealed by use of the melter-applicator described in X1. 1.
- X1.3 When material covered by this specification is used for maintenance or resealing of joints that have contained either similar or dissimilar sealing material, it is recommended that the joint be dry, cleaned thoroughly with a plow, router, wire brush, concrete saw, or other suitable tool or tools designed for the purpose of neatly cleaning pavement joints. Loose material should be blown out. The sidewall is of the joint space to be sealed should be thoroughly sandblasted, blown free of loose sand with high-pressure air and then sealed with material by use of the melter-applicator described in X1.1.
- X1.4 The use of a backer material or bond breaker in the bottom of the joint to be filled with material covered by this specification is recommended to control the depth of the sealant and achieve the desired shape factor, and to support the sealant against indentation and sag. Backup materials and bond breakers should be compatible with the material. Due to the elevated temperatures of application of material covered by this specification, care should be exercised in the selection of the suitable backer materials. Refer to specification D 5249 for recommended backer material.
- X1.5 Care should be practiced in the application of material covered by this specification to avoid overfilling of the joint space. Joints should be filled in a neat workmanlike manner from 1/8 inch to 1/4 inch (3 to 6mm) below the adjacent pavement surface.

Special Warranty:

The Contractor shall furnish a five (5) year warranty to The New Mexico Department of Transportation from the manufacturer of the crack/joint sealant material which shall read as follows:

“We hereby warrant that our crack/joint seal material used to seal the cracks/joints in the pavement from M.P. _____ to M.P. _____ on the New Mexico route _____ shall prevent infiltration of water and/or foreign material through the joint under normal usage, shall not flow, have loss of bond or cohesive failure, blister, bubble or crack, or lose resilient rubber-like properties. This warranty is for a period of five (5) years from the date of placement and any defective material shall be replaced and new sealant applied at no cost to The New Mexico Department of Transportation”.

Method of Measurement and Payment:

Pay Items containing specifications for AASHTO M324-08 or ASTM D6690-06a, type I or Type II will be measured and paid for by the pound. Joint Sealing utilizing these items shall only apply to concrete/asphalt joint interfaces where the asphalt pavement butts up to concrete pavement or curb and gutter. Items containing specifications for AASHTO M282-99 or ASTM D3406-95 will be measured and paid for by the linear feet. Joint Sealing utilizing these items shall only apply to concrete interfaces. Backer Rod for these items shall be incidental to the Joint Sealing

All quantities are to be measured by the District Engineer or their designee and shall be considered final. All payments for quantities shall be based off the same determination and will also be considered final.

Traffic Control will be paid for by the hour as applicable for restricted or non-restricted work as indicated in the purchase order.

Traffic Control:

The Contractor shall abide with the New Mexico Department of Transportation standard specifications for road and bridge construction, most current edition and special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Payments and Invoicing:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of

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tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Invoice To:

NM Department of Transportation
General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
P.O. Box 231
Deming, NM88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation
District Three
P. O. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159

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Escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

An approved escalation will be evaluated on an ongoing basis the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT State Purchasing Division.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

All quantities are to be measured by the District Engineer or their designee and shall be considered final. All payments for quantities shall be based off the same determination and will also be considered final.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.55
002	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)	AA)\$2.05 AB)\$1.60
003	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.45
004	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)	AA)\$1.75 AB)\$1.50
005	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)	AA)\$1.40 AB)\$1.53
006	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)	AA)\$1.45 AB)\$1.45
007	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)	AA)\$1.25 AB)\$1.40
008	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)	AA)\$1.35 AB)\$1.39
009	10,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District One. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)	AA)\$5.00 AB)\$.97
010	50,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District One. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)	AA)\$3.00 AB)\$.97

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011	99,999	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District One. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)	AA)\$2.45 AB)\$.97
012	2,000	mi	Mobilization to District One - one way as defined	AA)\$8.00 AB)\$10.00
013	600	hr	Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District One.	AA)\$450.00 AB)\$100.00
014	600	hr	Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District One	AA)\$50.00 AB)\$90.00
015	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.46
016	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.60
017	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.50
018	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)	AA)\$1.75 AB)\$1.50
019	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)	AA)\$1.40 AB)\$1.45
020	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)	AA)\$1.45 AB)\$1.50
021	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District One. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)	AA)\$1.25 AB)\$1.40

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022	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Two. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)	AA)\$1.35 AB)\$1.39
023	10,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Two. AAHSTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)	AA)\$5.00 AB)\$0.97
024	50,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Two. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)	AA)\$3.00 AB)\$0.97
025	99,999	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Two. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)	AA)\$2.45 AB)\$0.97
026	2,000	mi	Mobilization to District Two - one way as defined	AA)\$8.00 AB)\$10.00
027	600	hr	Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District One.	AA)\$450.00 AB)\$100.00
028	600	hr	Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Two	AA)\$50.00 AB)\$90.00
029	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.50
030	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)	AA)\$2.05 AB)\$1.51
031	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.37

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032	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.45
033	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)	AA)\$1.40 AB)\$1.37
034	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)	AA)\$1.45 AB)\$1.45
035	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)	AA)\$1.25 AB)\$1.32
036	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Three. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)	AA)\$1.35 AB)\$1.34
037	10,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Three. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)	AA)\$5.00 AB)\$0.97
038	50,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Three. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)	AA)\$3.00 AB)\$0.97
039	99,999	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Three. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)	AA)\$2.45 AB)\$0.97
040	2,000	mi	Mobilization to District Three - one way as defined	AA)\$8.00 AB)\$5.00
041	600	hr	Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Three	AA)\$450.00 AB)\$100.00
042	600	hr	Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Three	AA)\$50.00 AB)\$90.00

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043	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.45
044	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)	AA)\$2.05 AB)\$1.55
045	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.43
046	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)	AA)\$1.75 AB)\$1.50
047	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)	AA)\$1.40 AB)\$1.45
048	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)	AA)\$1.45 AB)\$1.50
049	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)	AA)\$1.25 AB)\$1.37
050	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Four. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)	AA)\$1.35 AB)\$1.45
051	10,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Four. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)	AA)\$5.00 AB)\$0.97
052	50,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Four. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)	AA)\$3.00 AB)\$0.97

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053	99,999	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Four. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)	AA)\$2.45 AB)\$0.97
054	2,000	mi	Mobilization to District Four - one way as defined	AA)\$8.00 AB)\$10.00
055	600	hr	Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Four.	AA)\$450.00 AB)\$100.00
056	600	hr	Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Four	AA)\$50.00 AB)\$90.00
057	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.55
058	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)	AA)\$2.05 AB)\$1.60
059	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.45
060	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)	AA)\$1.75 AB)\$1.50
061	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000 lbs)	AA)\$1.40 AB)\$1.45
062	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)	AA)\$1.45 AB)\$1.50

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063	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)	AA)\$1.25 AB)\$1.37
064	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Five. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)	AA)\$1.35 AB)\$1.40
065	10,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Five. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)	AA)\$5.00 AB)\$0.97
066	50,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Five. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)	AA)\$3.00 AB)\$0.97
067	99,999	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Five. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)	AA)\$2.45 AB)\$0.97
068	2,000	mi	Mobilization to District Five - one way as defined	AA)\$8.00 AB)\$10.00
069	600	hr	Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Five	AA)\$450.00 AB)\$100.00
070	600	hr	Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Five	AA)\$50.00 AB)\$90.00
071	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (1 to 10,000 lbs)	AA)\$2.00 AB)\$1.55
072	20,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (1 to 10,000 lbs)	AA)\$2.05 AB)\$1.60

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073	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (10,001 to 30,000 lbs)	AA)\$1.70 AB)\$1.45
074	60,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (10,001 to 30,000 lbs)	AA)\$1.75 AB)\$1.50
075	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (30,001 to 50,000)	AA)\$1.40 AB)\$1.37
076	90,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (30,001 to 50,000 lbs)	AA)\$1.45 AB)\$1.50
077	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type I (over 50,000 lbs)	AA)\$1.25 AB)\$1.35
078	100,000	lbs	Joint and crack sealing, hot applied, for concrete and asphalt pavements for District Six. AASHTO M324-08 or ASTM D6690-06a type II (over 50,000 lbs)	AA)\$1.35 AB)\$1.40
079	10,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Six. AASHTO M282-99 or ASTM D3406-95 (1 to 1,000 L.F.)	AA)\$5.00 AB)\$0.97
080	50,000	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Six. AASHTO M282-99 or ASTM D3406-95 (1,001 to 10,000 L.F.)	AA)\$3.00 AB)\$0.97
081	99,999	LF	Joint sealing, hot applied, elastomeric type, for Portland cement concrete pavements for District Six. AASHTO M282-99 or ASTM D3406-95 (over 10,000 L.F.)	AA)\$2.45 AB)\$0.97
082	2,000	mi	Mobilization to District Six - one way as defined	AA)\$8.00 AB)\$10.00

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083	600	hr	Traffic control, restricted and/or night time hours, where operation hours are limited to less than 8 hrs. per day or night time work is required for District Six	AA)\$450.00 AB)\$100.00
084	600	hr	Traffic control non-restricted hours where operation hours are 8 hrs. or more per day for District Six	AA)\$50.00 AB)\$90.00

84 Items Total

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 04/26/19

DEPT: Utilities

MEETING DATE: 05/08/19

DISCUSSION ITEM/TOPIC: Award request for bid #2019-10 for the solid waste tipping fees for municipal solid waste per ton to GGH Wagon Mound, LLC. as the primary landfill and Waste Management of NM, Inc. as the secondary landfill.

BACKGROUND/RATIONALE: This allows the City to haul refuse and waste to a landfill.

Advertised: 03/10/19 – Las Vegas Optic, Albuquerque Journal and City website
Bid Opening: April 3, 2019
Number of Bidders: 2 – Wagon Mound GGH, LLC; Waste Management of NM, Inc.
Amount: \$27.40 per ton (GGH) and \$25.34 per ton (WM)-see attached bid tabulation
Funding Source: City Funding
Budget Line Item: 630-0000-610-7211

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.

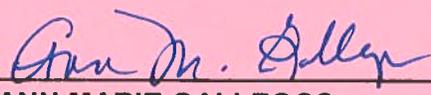


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULÉ-GIRÓN
MAYOR



ANN MARIE GALLEGOS
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

TANA VEGA
INTERIM FINANCE DIRECTOR
(PROCUREMENT)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 3-Apr-2019

OPENING NO.: 2019-10

TIME: 2:00 PM

DEPARTMENT: **SOLID WASTE**

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

ITEM(S): **SOLID WASTE TIPPING FEES
FOR MUNICIPAL SOLID WASTE (MSW)
PER TON**

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
<u>GGH Watson Mound LLC</u>	<u>See attached</u>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Waste Management of NM Inc.</u>	<u>See attached</u>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

COMPANY REPRESENTATIVE	COMPANY NAME
<u>Jennifer Montoya</u>	<u>Utilities - Purchasing</u>
<u>Dominic Chavez</u>	<u>Finance Dept</u>
<u>Neil</u>	<u>CLV Purchasing</u>
<u>NEZ. MAY</u>	<u>GGH Watson Mound, LLC</u>

(use other side of form when full)
COPIES TAKEN BY CITY CLERK:
[Signature]
DATE: 4/3/19

OPENED BY: FINANCE DEPARTMENT
[Signature]
DATE: 4/3/2019

COPIES TAKEN BY DEPT:
[Signature]
DATE: 4/3/19

Bid Tabulation for Landfill Contract

WAGON MOUND GGH

Truck and Trailer can haul 22 Tons per trip

At \$27.40 per ton the cost of disposal of one truckload is **\$594.00**

A single round trip to Wagon Mound is 72 Miles

At 0.50 cents per mile the cost is **\$36.00**

Trip to WM, discharging trash and returning is approximately 2:20 hours

In a 8 hour day up to 3 trips can be made

One trip to Wagon Mound will cost \$630.00 and take 2 hours

RIO RANCHO WM

Truck and Trailer can haul 22 Tons per trip

At \$25.35 per ton the cost of disposal of one truckload is **\$557.70**

A single round trip to Rio Rancho is 230 Miles

At 0.50 cents per mile the cost is **\$115.00**

Trip to RR, discharging trash and returning is approximately 4:50 hours

In a 8 hour day only 1 trip can be made

One trip to Rio Rancho will cost \$672.70 and take a little under 5 hours

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 a.m./p.m. April 3rd, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of: 1700 N. Grand 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: **SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON**, Opening No. 2019-10; 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,

Ann Marie Gallegos
Ann Marie Gallegos, Interim, City Manager

Esther Garduno-Montoya
Esther Garduno-Montoya, City Attorney

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tana Vega
Tana Vega, Interim Finance Director

Helen Vigil
Helen Vigil, Purchasing Officer

Opening No. 2019-10

Date Issued: March 5, 2019

Date Issued: Published:

Las Vegas Optic 3/10/2019
Albuquerque Publishing 3/10/2019
www.lasvegasnm.gov 3/10/2019

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.

The City of Las Vegas may make multiple awards of the bid, 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 2:00pm April 3, 2019 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 _____. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and three (3) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), 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, bid will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

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

WITHDRAWAL OF BID

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

INSPECTION

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer 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 three (3) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties 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.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and most advantageous bidder to accommodate the need for service of the City.

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the services, the term may be extended from year to year for a maximum of four (4) years.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON**

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: _____

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
**PLEASE SEE NOTE ON PAGE 5 OF RFB*

A.	<u>Residential Waste</u>	<u>\$</u>
B.	<u>Commercial Waste</u>	<u>\$</u>
C.	<u>Construction & Demolition</u>	<u>\$</u>
D.	<u>Tires</u>	<u>\$</u>
E.	<u>Other Fees/Costs</u>	<u>\$</u>
F.	<u></u>	<u>\$</u>
G.	<u></u>	<u>\$</u>
H.	<u></u>	<u>\$</u>
I.	<u></u>	<u>\$</u>
J.	<u></u>	<u>\$</u>
K.	<u></u>	<u>\$</u>
L.	<u></u>	<u>\$</u>
M.	<u></u>	<u>\$</u>
N.	<u></u>	<u>\$</u>
O.	<u></u>	<u>\$</u>
P.	<u></u>	<u>\$</u>
Q.	<u></u>	<u>\$</u>
R.	<u></u>	<u>\$</u>
S.	<u></u>	<u>\$</u>

REQUEST FOR BIDS

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

CITY OF LAS VEGAS,

Ann Marie Gallegos
Ann Marie Gallegos, Interim, City Manager

Esther Garduno-Montoya
Esther Garduno-Montoya, City Attorney

Cassandra Fresquez
Cassandra Fresquez, City Clerk

Tana Vega
Tana Vega, Interim Finance Director

Helet Vigil
Helet Vigil, Purchasing Officer

Opening No. 2019-10

Date Issued: March 5, 2019

Date Issued: Published:

Las Vegas Optic 3/10/2019
Albuquerque Publishing 3/10/2019
www.lasvegasnm.gov 3/10/2019

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TIMETABLE

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ENVELOPES

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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.

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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: 46-0928493

SOCIAL SECURITY NUMBER: N/A

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): 03-261060-00-2

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer 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 three (3) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties 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.

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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.

The City of Las Vegas Solid Waste Department intends to make multiple awards to qualified bidders and will use the lowest bidder and most advantageous bidder to accommodate the need for service of the City.

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the services, the term may be extended from year to year for a maximum of four (4) years.

BIDDER INFORMATION

BIDDER: GGH Wagon Mound, LLC

AUTHORIZED AGENT: Thad Owings

ADDRESS: 134 Riverstone Terrace, Suite 203 Canton, GA 30114

TELEPHONE NUMBER (770) 720-2717

FAX NUMBER (770) 720-2747

DELIVERY: Federal Express

STATE PURCHASING RESIDENT CERTIFICATION NO.: N/A

NEW MEXICO CONTRACTORS LICENSE NO.: MSW SW Permit # SWM-181102

BID ITEM (S): SOLID WASTE TIPPING FEES FOR MUNICIPAL SOLID WASTE (MSW) PER TON

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

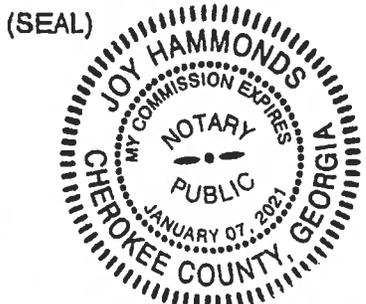
AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Georgia
COUNTY OF Cherokee

I Thad Owings, 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.

Thad Owings, Vice President
Signature

Subscribed and sworn to before me, this 28th day of March, 2019.



Joy Hammonds
Notary Public Signature
My Commission Expires: Jan. 7, 2021

**CITY OF LAS VEGAS
BID FORM**

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
****PLEASE SEE NOTE ON PAGE 5 OF RFB***

A.	<u>Residential Waste</u>	\$	<u>\$27.40</u>
B.	<u>Commercial Waste</u>	\$	<u>\$27.40</u>
C.	<u>Construction & Demolition</u>	\$	<u>\$27.40</u>
D.	<u>Tires</u>	\$	<u>\$250.00 per ton</u>
E.	<u>Other Fees/Costs</u>	\$	<u></u>
F.	<u>Bulky - Non Compact-able Waste</u>	\$	<u>\$250.00 per ton</u>
G.	<u>Batteries</u>	\$	<u>\$2.00 each</u>
H.	<u>White Goods -Refrigerator</u>	\$	<u>\$40.00 each</u>
I.	<u>White Goods - General</u>	\$	<u>\$4.00 each</u>
J.	<u>Direct Burial Fee</u>	\$	<u>\$20.00</u>
K.	<u>Recycle Fee - Motor Oil</u>	\$	<u>\$5.00 per gallon</u>
L.	<u>Loader Charge</u>	\$	<u>\$50.00 minimum</u>
M.	<u>Tires - Up to 16 Inches</u>	\$	<u>\$3.50 per tire</u>
N.	<u>Tires - Truck Tires</u>	\$	<u>\$5.00 per tire</u>
O.	<u>Tires - Tractor Tires</u>	\$	<u>\$10.00 per tire</u>
P.	<u></u>	\$	<u></u>
Q.	<u></u>	\$	<u></u>
R.	<u></u>	\$	<u></u>
S.	<u></u>	\$	<u></u>

*GGH Wagon Mound, LLC is interested in discussing a longer term contract which could produce an alternate pricing structure.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending

BIDDER INFORMATION

BIDDER: Waste Management of New Mexico, Inc.

AUTHORIZED AGENT: Greg Wermes

ADDRESS: 402 INDUSTRIAL PARK N.E, LOOP, RIO RANCHO, NM 87124

TELEPHONE NUMBER (480) 340-8124 (Mark Anderson) 505-473-0982

FAX NUMBER (866) 601-8153 / 480-457-4897 (Mark Anderson)

DELIVERY: N/A FAX (NM 505-438-3801)

STATE PURCHASING RESIDENT CERTIFICATION NO.: L 0573 120304

NEW MEXICO CONTRACTORS LICENSE NO.: 01-299015007

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AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF Arizona }
COUNTY OF Maricopa }

I, Greg Wermes, 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]
Signature

Subscribed and sworn to before me, this 27th day of March, 2019.

(SEAL)

[Signature]
Notary Public Signature
My Commission Expires: February 25, 2021



CITY OF LAS VEGAS
BID FORM

BID ITEM (S): Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton
*PLEASE SEE NOTE ON PAGE 5 OF RFB

- A. Residential Waste \$ 25.34/ton + NM GROSS RECEIPTS
- B. Commercial Waste \$ 25.34/ton + NM GROSS RECEIPTS
- C. Construction & Demolition \$ 25.34/ton + NM GROSS RECEIPTS
- D. Tires \$ 260.00/ton + NM GROSS RECEIPTS
- E. Other Fees/Costs \$ _____
- F. ANNUAL PI = CPI - Water, Sewer, Trash \$ _____
- G. Current NM GROSS RECEIPTS = 7,687,596 \$ _____
- H. _____ \$ _____
- I. _____ \$ _____
- J. _____ \$ _____
- K. _____ \$ _____
- L. _____ \$ _____
- M. _____ \$ _____
- N. _____ \$ _____
- O. _____ \$ _____
- P. _____ \$ _____
- Q. _____ \$ _____
- R. _____ \$ _____
- S. _____ \$ _____

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: WASTE MANAGEMENT OF NM

DBA: WASTE MANAGEMENT OF NM
402 INDUSTRIAL PARK LOOP NE
RIO RANCHO, NM 87124-1412

Expires: **30-Jul-2021**

Certificate Number:

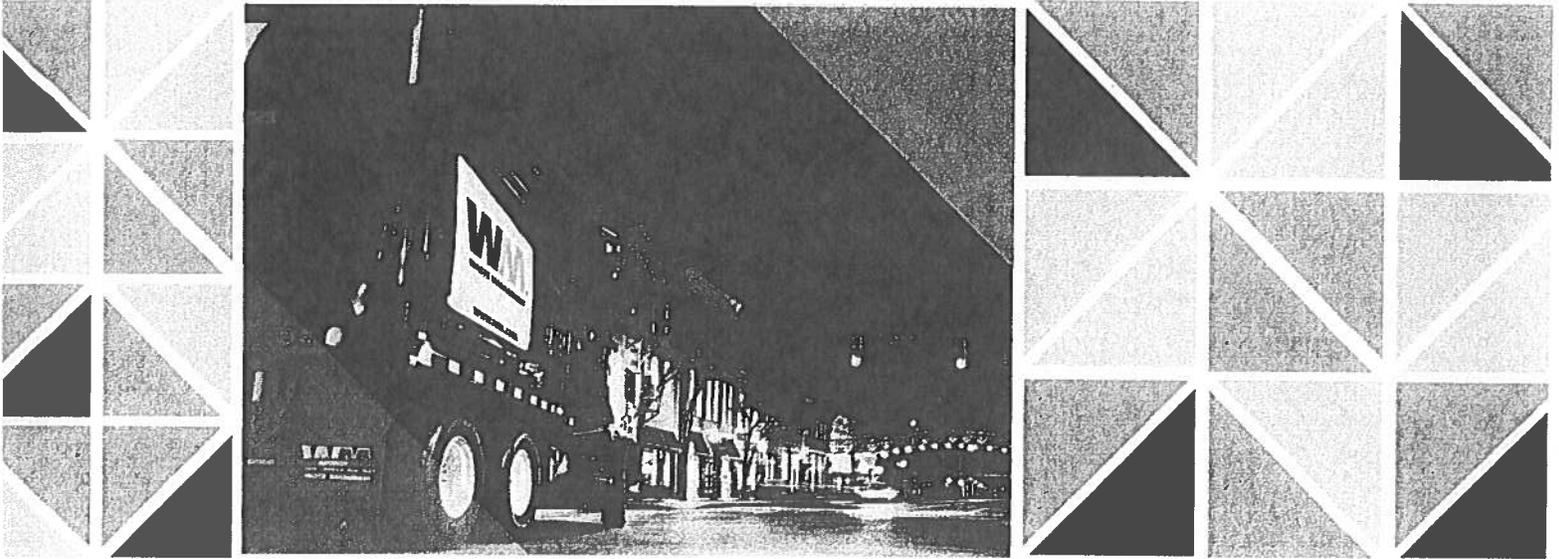
L0573120304



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CITY OF LAS VEGAS, NEW MEXICO



Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton

April 3, 2019

Submitted by
Waste Management of New Mexico, Inc.
402 Industrial Park N.E. Loop
Rio Rancho, NM 87124

Mark Anderson, Sr. Third Party Industrial Account Manager
(480) 340-8124, MAnderson28@wm.com





Waste Management of New Mexico, Inc.
402 Industrial Park N.E. Loop
Rio Rancho, NM 87124

April 3, 2019

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

Dear City Clerk:

Waste Management of New Mexico, Inc. is pleased to submit a response for Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton. Waste Management of New Mexico, Inc., uses the Rio Rancho Landfill, located at 1132 33rd Street, Rio Rancho, NM 87144 for disposal of solid waste. Stephen "Steve" Miceli is the district manager of disposal for the Rio Rancho Landfill. Mark Anderson is your primary contact person and has the ability to negotiate contracts on behalf of Waste Management. Mark can be contacted by phone at 480) 340-8124, or by email at MAnderson28@wm.com.

Steve is supported by several Waste Management team members. Rodney Walter is the landfill engineer and Douglas Diemer is the Director of Post Collection Operations. Both team members work with Steve to provide superior service to our customers.

Waste Management will comply with all governing conditions of the procurement stated in RFP for Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton.

Waste Management proposes this response to RFP Solid Waste Tipping Fees for Municipal Solid Waste (MSW) Per Ton, and verifies that MSW Landfill Disposal will be valid for sixty (60) days after the deadline for submission of proposals.

Sincerely,

Mark Anderson, Sr. Third Party Industrial Account Manager



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SECTION 1 | CAPABILITIES STATEMENT

Local Service Capabilities

Waste Management is a proven superior solid waste provider from our Rio Rancho Landfill to the surrounding area for over 45 years. We are well-positioned to provide the services and operations required by the City. Our local office, located in Rio Rancho, offers operational, management, financial, and reserve resources, as well as outstanding past performance, regulatory compliance history, safety records, and other applicable qualifications specific to the requirements of this solicitation. Waste Management of New Mexico, Inc. was incorporated on February 15, 1974 in New Mexico. City of Las Vegas will utilize our solid waste landfill located at:

Rio Rancho Landfill
402 Industrial Park N.E. Loop
Rio Rancho, NM 87124

Waste Management - Who We Are and What We Do

When most of us think about Waste Management, we often think of our drivers, our big green trucks, and our waste and recycling bins. That is a big part of who we are, but we are much more than that. As society's concept of how to most effectively manage waste is evolving, Waste Management understands this and is ready to help the City of Las Vegas find innovative solutions to maximize your recycling and reduce your waste and environmental impact.

Waste Management is the leading provider of comprehensive waste management services in North America. Through our subsidiaries, we provide collection, transfer, recycling, and resource recovery, and disposal services. We are a leading developer, operator, and owner of landfill gas-to-energy facilities in the United States. Our mission is to maximize resource value while minimizing environmental impact to improve economic and environmental sustainability for our stakeholders.

With headquarters in Houston, Texas, our 42,300 employees provide environmental services and solutions to customers throughout North America each day. With our extensive network of facilities, in 2017 we processed more than 15.3 million tons of recyclables and produced enough energy to power nearly 1.59 million homes while meeting the unique collection needs of 21 million customers. In total, our facilities include:

4 landfill gas-to-fuel facilities that convert landfill gas to Renewable Natural Gas (RNG) used to fuel our collection fleet

96 recycling processing centers, including 43 single stream recycling facilities that sort and prepare recyclables for end markets

4 CORE® processing facilities that process source separated organics into a slurry that is delivered to wastewater treatment facilities to increase energy production

43 organics processing facilities that transform food scraps and yard debris into nutrient-rich compost, fuel, and green electricity	390 collection operations that serve as local home-bases for our collection drivers and vehicles	310 transfer stations that allow us to efficiently consolidate and transport the material we collect
127 landfill gas-to-energy (LFGTE) projects that capture methane and convert it to renewable energy	243 active solid waste landfills for the proper disposal of residential, commercial, and industrial waste	5 hazardous waste sites that allow for the safe disposal of materials such as paint, fluorescent bulbs, and used automotive fluids

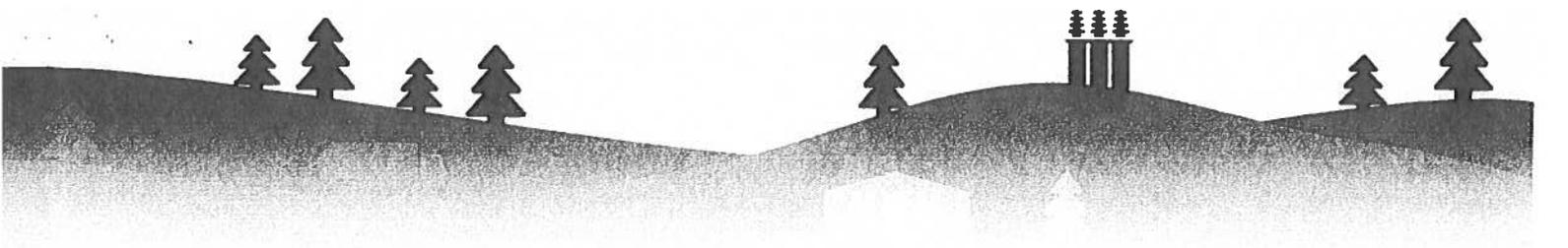
Financial Strength

The Foundation for Our Commitment to the City of Las Vegas

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of New Mexico, Inc. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure. Key statements from Waste Management's 2017 annual report are provided below. Full financial results are available on our website at <http://www.investors.wm.com/financial-information/annual-reports>.

Revenue in 2017 was \$14.5 billion, and Waste Management has an asset base of nearly \$22 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable.



SECTION 2 | QUALITY OF LANDFILL

Waste Management of New Mexico, Inc. (WMNM), Rio Rancho Landfill, is permitted by New Mexico Environment Department (NMED) to accept solid waste and special waste. Waste Management of New Mexico, Inc. has owned and operated this landfill since 1974.

Waste Management has the largest network of landfills in the solid waste industry. Waste Management currently operates 243 solid waste landfill disposal sites. We use state-of-the-art liners, leachate collection, ground water monitoring, gas control systems, and operational procedures to help protect the environment. Each site is carefully maintained, with a goal to meet or exceed federal, state, and local regulations.

Waste Management maintains a high standard for landfill design, construction, and operation. Our extensive compliance programs and industry experience enable Waste Management to provide an unmatched ability to reduce our customer's liabilities. Groundwater monitoring is also conducted on a regular basis at every facility and results are sent to proper regulatory agencies.

Waste Management's Landfill Operations

After recycling or diverting various materials for reuse, Waste Management safely manages the disposal of over 340,000 tons of New Mexico waste annually, including common municipal trash and highly specialized materials such as special wastes and industrial waste. On a national scale, Waste Management operates the largest network of landfills in our industry and works hard to minimize the impact of those facilities on neighbors and the environment.

Modern landfills are the products of sophisticated engineering, providing both secure containment systems for the disposal of waste and the opportunity to capture value through the conversion of waste to energy. Waste Management's modern landfills in the United States were developed under the federal Resource Conservation and Recovery Act (RCRA), which requires rigorous siting evaluation, site characterization and scientific engineering design, as well as a comprehensive permitting and regulatory approval process that includes public notification and comment. RCRA standards also require a range of measures to prevent environmental contamination, including the use of engineered liners and covers, collection and control systems for landfill gas, and collection and treatment systems for leachate (water that accumulates in and filters through waste).

Our modern sites are designed and operated to ensure that our landfills go beyond regulatory requirements. We continually monitor and work to improve the safety and environmental security of our disposal facilities, and are committed to reporting the results of these efforts. We strive to avoid conditions that cause concern for neighbors and communities, including odors and noise, regardless of whether those conditions are covered in our regulatory obligations. We also work with waste sector experts to understand what happens within landfills after they are closed. Studies have shown that modern municipal solid waste landfills tend to improve predictably over time, steadily producing less gas and less (and cleaner) leachate. Many of our landfills are designed and managed to ensure they can be used after closure for commerce, industry or even conversion into wildlife habitat or public parks.

Regulatory Compliance

Environmentally responsible business practices are an important component of a broader cultural commitment to ethical business practices. For the eleventh consecutive year, in 2017 Waste Management was named one of the world's most ethical companies by the Ethisphere Institute, a research-based organization advancing recognition of corporate social responsibility, business ethics, anti-corruption and sustainability best practices.

Environmental stewardship is the core of our business – our promise to customers, our competitive advantage and our obligation to the communities in which we operate. How we manage potential environmental impacts and opportunities is a critical element of being a sustainable enterprise. In a business as highly regulated as ours, protecting the environment, maintaining compliance and innovating to improve operations require unwavering focus, expertise, comprehensive systems and internal checks and balances. Our approach has evolved over decades, with a focus on integrating environmental functions into key management systems.

We have a long track record of both supporting high regulatory standards and striving to go beyond them. Our environmental management approach has led us to undertake the following actions:

Urge the U.S. Environmental Protection Agency (EPA) in 1991 to revise regulations implementing the Resource Conservation and Recovery Act's Subtitle D and to establish strong and prescriptive federal standards for managing municipal solid waste (MSW). We supported specific, rigorous, governmentally sanctioned and publicly reviewed standards to ensure environmental protection at all MSW landfills. Information on our environmental policies, as well as on our management team, practices and training, is available on our website, www.wm.com.

Innovate beyond compliance. As part of Waste Management's internal formal performance review, the results of regulatory inspections, internal audits, external audits, and regulatory compliance issues and their precursors are all tracked, managed and remedied as part of the company's continuous improvement process. Members of senior management, up to and including the Board of Directors, review performance, and management review has been made stronger by the inclusion of environmental matters in the company's monthly and quarterly business reviews. Environmental performance also remains a factor in determining employees' compensation.

Extend the company's commitment to continuous improvement in environmental performance to events that are not necessarily regulatory in nature but that nonetheless are public concerns, such as noise, litter and odors. Such events are tracked, managed and remedied on a real-time basis. We also employ best management practices and conduct routine training to eliminate the dissemination of dust from our facilities.

Test our internal systems to ensure their thoroughness and accuracy. We periodically conduct gap analyses of our Corporate Environmental Management System against the International Organization for Standardization (ISO) 14001 standards to ensure the sufficiency of our systems for landfills, transfer stations, hauling operations, waste-to-energy plants, hazardous waste treatment and disposal facilities and recycling facilities. These systems continue to be evaluated and supplemented as appropriate.

Certify all of our Waste Management Sustainability Services United States' operations projects (formerly Upstream), including projects at more than 100 customer-operated locations, plus our Canadian operations projects and our Canadian consulting services (formerly Green Squad), to the globally recognized ISO14001 and ISO 9001 standards.

Audit the rest of our operations through an independent environmental audit team that employs nationally recommended compliance audit practices approved by the American Standards for Testing and Materials (ASTM) and the Board of Environmental, Health and Safety certification standards for

professional auditors. Nearly all of Waste Management revenues come from operations subject to environmental management systems that are audited.

Test our facilities to assure stakeholders that our operations protect human health and the environment. Our environmental experts hold a number of patents on innovative monitoring and analysis technologies, and we often provide monitoring data to outside parties to evaluate how our systems are performing.

Details on our Environmental Management System can be found in our 2016 Sustainability Report, which can be accessed by the following link: <https://www.wm.com/sustainability/index.jsp>

Environmental Excellence

Waste Management provides services to more than 21 million customers across North America. But we do it one city, one neighborhood, one business and one home at a time. This makes us an integral part of every community where we operate.

We have a stake in helping to make our cities, towns and counties better places in which to work and live – not just for today, but for the future. It's a responsibility we take to heart. Our vision is to be a trusted and valued partner, working hand-in-hand with the communities where we operate. Our efforts focus on making these communities cleaner, safer and more vibrant.

The events and organizations that we support are as varied as the thousands of communities and individuals that we serve. We concentrate on initiatives that enhance our environment, promote education and improve the livability of our communities, priorities that tie directly to our company's four key sustainability targets for the year 2020: increasing recycling; producing renewable energy; reducing fleet emissions; and preserving wildlife habitat.

We have long been involved in environmental projects that preserve and protect healthy ecosystems, and we optimize our work with national organizations such as Keep America Beautiful and the Wildlife Habitat Council. These national programs allow us to have an impact at the local level at hundreds of sites across our operating areas. Our employees also work in partnership with community-based groups, including conservationists, universities and environmental organizations, to support healthy ecosystems.

All of these efforts are outlined in our 2016 Sustainability Report, which can be accessed by the following link: <https://www.wm.com/sustainability/index.jsp>

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: April 23, 2019

DEPT: Community Development Dept.

MEETING DATE: May 8, 2019

DISCUSSION ITEM/TOPIC: Resolution 19-20 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.

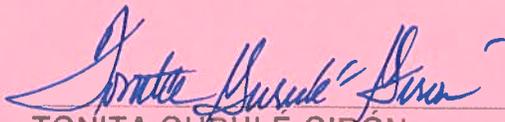
BACKGROUND/RATIONALE: The City of Las Vegas is applying for the 2019 CDBG grant and has met all criteria year to date to include, threshold compliance, attending the application workshop, Low to Moderate Income (LMI) methodology approval, and LMI calculation to qualify for submission of the grant application.

The 2019 CDBG grant application will be for Street and Drainage improvements for Hot Springs Blvd. in between Mora Street and 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 20, 2019.

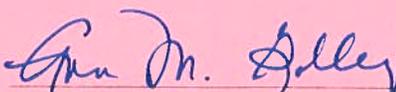
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


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 MUST BE
REVIEWED)

RESOLUTION NO. 19-20

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 the 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 2019 application process and the public hearings have been authorized by DFA to be used in the 2019 application; and

WHEREAS, the Council finds that there is a significant need to undertake the 2019 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 2019 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 2019 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 Vegas' Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City of Las Vegas' 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 2019 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street for this 2019 CDBG Street and Drainage Improvements – Hot Springs Blvd. from Mora Street to Bernalillo Street;

PASSED, ADOPTED AND APPROVED this ___ day of _____, 2019.

Signature, Chief Elected Official

Applicant Entity (County or Municipality)

Name (Typed or Printed)

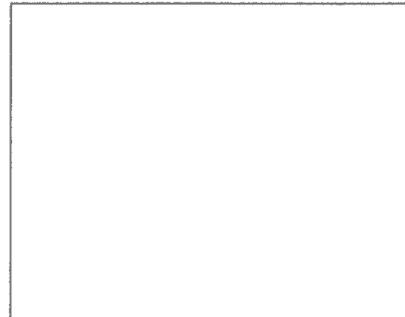
Title Date

SWORN TO AND SUBSCRIBED
Before me on this _____ day
Of _____, 20__

Notary Public

My commission expires

Place Seal Here



MICHELLE LUJAN GRISHAM
GOVERNOR



OLIVIA PADILLA JACKSON
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

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

March 22, 2019

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

Attn: Ms. Ann Marie Gallegos

RE: Approval to reuse survey from 2018

Dear Ms. Gallegos:

Your request of March 8, 2019 to reuse your survey from your 2018 CDBG application is approved. Please include all the documentation of this 55 household survey (including copies of our methodology and survey approval letters) in your 2019 application for the Hot Springs Street and Drainage project.

Good luck with your CDBG application.

Sincerely,

A handwritten signature in black ink, appearing to read "Donna Stewart".

Donna Stewart
Project Manager

Cc: Scott Wright, Community Development Bureau Chief

MICHELLE LUJAN GRISHAM
GOVERNOR



OLIVIA PADILLA JACKSON
CABINET SECRETARY

DONNIE J. QUINTANA
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) 827-4960 ♦ FAX (505) 827-4948

March 22, 2019

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

Attn: Ms. Ann Marie Gallegos

RE: Threshold waiver

Dear Ms. Gallegos:

Your request of March 8, 2019 for a threshold waiver for the 2019 CDBG application process is approved.

Thank you for your interest in CDBG and we look forward to receiving your application.

Sincerely,

A handwritten signature in black ink, appearing to read "D Stewart".

Donna Stewart
Project Manager

Cc: Scott Wright, Community Development Bureau Chief