



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
October 9, 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. Resolution No. 19-52, 2020 Election Resolution (English and Spanish).

Danielle Sena, Deputy Clerk As per §1-22-4A, An Election Resolution must be adopted by the Governing Body between 120-150 days prior to an election.
 2. Recommendation of Awarding bid 2020-01 for the Senior Center North Parking Lot to Pacheco Construction.

Danny Gurule, Interim Public Works Director Senior Center North Parking Lot Reconstruction scope of work is to remove and replace of cement curbing and asphalt, add ADA ramp with railing, riprap, signage, reflective parking markings, and cement filled bollards for the safety and efficiency of meal pickup for staff drivers.
 3. Funding from the Bulletproof Vest Partnership in the amount of \$1566.72.

David T. Bibb III, Police Chief The Las Vegas City Police Department has acquired funding in the amount of \$1566.72 in order to purchase bulletproof vests for our police officers.

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

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

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 9/27/19

DEPT: City Clerk

MEETING DATE: 10/9/19

DISCUSSION ITEM/TOPIC: *Resolution No. 19-52, 2020 Election Resolution (English and Spanish).*

BACKGROUND/RATIONALE: As per §1-22-4(A), An Election Resolution must be adopted by the Governing Body between 120-150 days prior to an election.

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

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

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

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

ELECTION RESOLUTION
CITY OF LAS VEGAS

Resolution No. 19-52

Whereas, pursuant to NMSA 1978, Section 1-22-4(A), a notice of regular election is required.

Be it resolved by the governing body of the City of Las Vegas that:

- A. A regular municipal election for the election of municipal officers shall be held on March 3, 2020. Polls will open at 7:00 A.M. and close 7:00 P.M.
- B. At the regular municipal election, persons shall be elected to fill the following elective offices:
 - 1. One (1) Mayor for a four (4) year term.
 - 2. Ward 2 – One (1) Councilor for a four (4) year term.
 - 3. Ward 3 – One (1) Councilor for a four (4) year term.
- C. In accordance with NMSA 1978 §1-3-4B, the following precincts are consolidated for the regular municipal election:

CP01: Consists of precincts 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. The following locations are designated as polling places for the conduct of the regular municipal election:
 - 1. Robertson High School Michael Marr Gymnasium, 1238 4th Street
 - 2. West Las Vegas “Gillie Lopez” Gymnasium, 157 Moreno Street
- E. Absentee Voting. Applications for absentee ballots may be obtained only from the office of the Municipal Clerk. All applications for an absentee ballot must be completed and accepted by the Municipal Clerk prior to 5:00 p.m., February 28, 2020. After 5:00 p.m. on February 28, 2020, all unused absentee ballots will be publicly destroyed by the Municipal Clerk. The Municipal Clerk will accept completed absentee ballots delivered by mail, or in person by the voter casting the absentee ballot, by a member of the voters’ immediate family, or by the caregiver of the voter, until 7:00 p.m. on March 3, 2020.

Absentee ballots may be marked in person in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, February 4, 2020 and closing at 5:00 p.m. on February 28, 2020.

Early Voting. Early voting on paper ballots counted by electronic vote tabulator will be conducted in the office of the Municipal Clerk during the regular hours and days of business, beginning on Tuesday, February 4, 2020 and closing at 5:00 p.m. on Friday, February 28, 2020. The City Clerk's Office will also be open on Saturday, February 29, 2020 between the hours of 10:00 a.m. and 6:00 p.m.

- F. Persons desiring to register at the regular municipal election must register with the County Clerk of San Miguel County not later than Tuesday, February 4, 2020 at 5:00 p.m., the date on which the County Clerk will close registration books.
- G. All Declarations of Candidacy shall be filed with the Municipal Clerk on Tuesday, January 7, 2020 between the hours of 9:00 A.M. and 5:00 P.M.
- H. The casting of votes by qualified electors shall be recorded on electronic tabulators.

ADOPTED AND APPROVED THIS _____ day of _____, 2019.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

RESOLUCIÓN DE ELECCIÓN
CIUDAD DE LAS VEGAS

Resolución núm. 19-52

Mientras que, de conformidad con NMSA 1978, sección 1-22-4(A), se requiere un aviso de elección regular.

Sea resuelto por el cuerpo gobernante de Las Vegas que:

- A. Una elección municipal regular para la elección de oficiales municipales se llevará a cabo el 3 de marzo de 2020. Lugares de votación estarán abiertas al público entre las horas de las 7:00 A.M. y las 7:00 P.M.
- B. En las elección municipal regular, individuos serán elegidos para ocupar los siguientes cargos electivos:
 1. UN Alcalde por un término de cuatro años.
 2. El barrio 2 – UN Concejal por un término de cuatro años.
 3. El barrio 3 – UN Concejal por un término de cuatro años.
- C. De conformidad NMSA 1978 §1-3-4B, se consolidan las siguientes casillas:

CP01: Es compone de distritos 27, 4B, 26, 3B, 4A, 5.2, 28, 25, 5.1, 6, 2, 7, 3A, 1, 8, 11
- D. Las siguientes ubicaciones son designadas como centros electorales para el conducto de la elección municipal:
 1. Escuela Secundaria de Robertson gimnasio de Michael Marr, calle 1238 4th.
 2. Escuela Secundaria de Las Vegas Oeste gimnasio de Gillie Lopez, calle 157 Moreno.
- E. Votación en Ausencia. Solicitudes para obtener balotas para votar en ausencia pueden ser obtenidas únicamente de la oficina de la Escribana de la Municipalidad. La Escribana de la Municipalidad debe llevar y aceptar todas las solicitudes para obtener una balota para votar en ausencia antes de las 5:00 p.m. el 28 de febrero de 2020. A partir de las 5:00 p.m. el 28 de febrero de 2020, la Escribana de la Municipalidad públicamente destruirá todas las balotas no utilizadas. La Escribana de la Municipalidad aceptará las balotas completadas por la votante que emite su balota, con el fin de votar en ausencia, que se le entregue por correo o en persona o por un miembro de la familia inmediata del votante, o del conserje al votante hasta las 7:00 p.m. el 3 de marzo de 2020.

Las balotas para votar en ausencia se pueden marcar en persona en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 4 de febrero de 2020 y terminando a las 5:00 p.m. el viernes, 28 de febrero de 2020.

Votación por Anticipado. El recuento de los votos por anticipado, de papeleta, se llevará a cabo por un tabulador electrónico en la oficina de la Escribana de la Municipalidad, durante las horas y días hábiles, empezando el martes, 4 de Febrero de 2020 y terminando a las 5:00 p.m. el viernes, 28 de febrero de 2020. Oficina de la Escribana de la Municipalidad también abrirá en sábado, 29 de febrero de 2020 entre el horario de las 10:00 a.m. y las 6:00 p.m.

- F. Las personas que deseen registrarse para votar en la elección municipal regular, tienen que registrarse con la Escribana del condado de San Miguel condado antes del martes de 4 de Febrero de 2020 a Escribana del Condado cerrara los libros del registro.
- G. Se archivará todas las Declaraciones de Candidatura con la Escribana Municipal el martes, 7 de Enero de 2020 entre las horas de las 9:00 A.M. y las 5:00 P.M.
- H. Se archivará un record de los votos de los electores municipales calificados en papeletas, de las cuales se hará un recuento por tabuladores electrónicos.

Adoptada y aprobada este día _____ de _____ de 2019.

Alcalde

Da fe:

Escribano Municipal

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 10/01/19 **DEPT:** Public Works **MEETING DATE:** 10/09/19

DISCUSSION ITEM/TOPIC: *Recommendation of Awarding bid 2020-01 for the Senior Center North Parking Lot to Pacheco Construction.*

BACKGROUND/RATIONALE: *Senior Center North Parking Lot Reconstruction scope of work is to remove and replace of cement curbing and asphalt, add ADA ramp with railing, riprap, signage, reflective parking markings, and cement filled bollards for the safety and efficiency of meal pickup for staff drivers.*

Advertised: August 18, 2019 Las Vegas Optic, Albuquerque Journal and the City website.

Bid Opening: September 11, 2019

Number of Bidders: 1- \$97,605.00 excluding GRT.

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**

**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)**



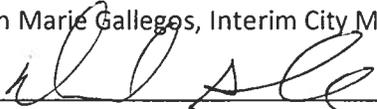
City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

MEMORANDUM

TO: Ann Marie Gallegos, Interim City Manager

From: 
Daniel Gurule, Interim Public Works Director

DATE: October 1, 2019

RE: Award Pacheco Construction Senior Center North Parking Lot Reconstruction

The City of Las Vegas Public Works Department would like to recommend the use of Pacheco Construction for the Reconstruction of the Senior Citizens Center North Parking Lot in the amount of \$97,605.00 excluding GRT.

The Senior Center staff is in need of an upgrade for safety and efficiency of the loading and unloading of meal vehicles.

Scope of work is removal and replacement of cement curbing and asphalt, ADA ramp and railing, riprap, signage, reflective parking markings, and cement filled bollards.

Pacheco Construction does have all the paper work and qualifications to complete the job.

If you should have any questions please feel free to contact me at your convenience.



New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Search Results		Displaying 1st record of 1 record(s)			Page: 1 of 1	
License Number	Company Name	Address	City, Zip	Expiry Date	Status	
<input checked="" type="radio"/> 82807	<u>PACHECO CONSTRUCTION & TRUCKING, INC.</u>	P.O. BOX 1405	TUCUMCARI, 88401	12/31/2020	Active	

[Back to search page](#)

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New Mexico E-Services for Contractor Licensing



[Home Page](#)

Company Details

Company Name	PACHECO CONSTRUCTION & TRUCKING, INC.	License Number	82807
Phone Number	5754614811	License Status	Active
Issue Date	12/15/1999	Expiry Date	12/31/2020
Volume	\$1000000.00 +		
Address			
P.O. BOX 1405			
City	TUCUMCARI		
State	NM	Zip Code	88401

QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>JOSHUA JAMES PACHECO</u>	374503	GB98	05/25/2012	Attached
<u>JOSHUA JAMES PACHECO</u>	374883	GA03	06/26/2012	Attached
<u>JOSHUA JAMES PACHECO</u>	375021	GA02	07/09/2012	Attached
<u>JOSHUA JAMES PACHECO</u>	375361	GA01	08/06/2012	Attached

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CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 11-Sep-2019

OPENING NO.: 2020-01

TIME: 2:00 PM

DEPARTMENT: SENIORS

LOCATION: City of Las Vegas Chambers
1760 N. Grand Ave.
Las Vegas, NM 87201

ITEM(S): RE-BID SENIOR CENTER
SERVICE ACCESS PARKING LOT
RECONSTRUCTION

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 Pacheco Const.				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE

COMPANY NAME

Daniel Gurule	City of Las Vegas
MARGARET SILVA	City of Las Vegas - Inventory
Helen Vigil	CLV Purchasing
Syrene Tabares-Cordova	CLV Senior Center
Linda Salazar	CLV Senior Center
Dominic Chavez	CLV Finance

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]
DATE: 9/11/19

OPENED BY: FINANCE DEPARTMENT

[Signature]
DATE: 9/11/2019

COPIES TAKEN BY DEPT:

[Signature]
DATE: 9-11-19

OFFICIAL CHECK - CUSTOMER COPY

10000004904

GCB September 11, 2019

Purchaser: PACHECO CONSTRUCTION & TRUCKING INC

\$4,880.25

RE: Bid Bond Pacheco Const.

PAY TO THE ORDER OF: SAN MIGUEL COUNTY SENIOR CENTER

Notice to Customer: If the check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until the data affecting the account information only will be issued and the Declaration of Loss certification.

OFFICIAL CHECK

10000004904



Notice to Customer: If the check is lost, destroyed, or stolen, the bank will not accept a replacement request on the check until 60 days after the date certifying the copy with the issuance of a "Declaration of Loss" certification.

Purchaser: PACHECO CONSTRUCTION & TRUCKING INC
RE: Bid Bond Pacheco Const.

\$4,880.25

Four Thousand Eight Hundred Eighty Dollars And 25/100*****

PAY TO THE ORDER OF: SAN MIGUEL COUNTY SENIOR CENTER

Author's Signature

⑈ 10000004904⑈ ⑆ 103 10055 1:0 1600 10033817⑈

REQUEST FOR PROPOSALS

2:00 PM
W

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, Sept 11, 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:

RE-BID SENIOR CENTER SERVICE ACCESS PARKING LOT RECONSTRUCTION

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's Office 1700 N GRAND AVE LAS VEGAS, NM 87701 or www.lasvegasnm.gov

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked Re-bid Senior Center Service Access Parking Lot Reconstruction, Opening No. 2020-1; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,

Ann M. Gallegos
ANN MARIE GALLEGOS, INTERIM CITY
MANAGER

Esther Garduno-Montoya
ESTHER GARDUNO-MONTOYA, CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Tama Vega
TAMA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2020-1

Date Issued: 8/13/2019

Published:	LAS VEGAS OPTIC	Aug 18	2019
	ALBUQUERQUE JOURNAL	Aug 18	2019
	www.lasvegasnm.gov	Aug 18	2019

OFFEROR INFORMATION

OFFEROR: Pacheco Construction & Trucking
 AUTHORIZED AGENT: Tommy Garcia
 ADDRESS: 3638 Route 166 Tucuman NM 89401
 TELEPHONE NUMBER (575) 461-4811
 FAX NUMBER (575) 461-3625
 DELIVERY: _____
 STATE PURCHASING RESIDENT CERTIFICATION NO.: _____
 NEW MEXICO CONTRACTORS LICENSE NO.: 82807
 SERVICE (S): Re-bid Senior Center Service Access Parking Lot Reconstruction

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

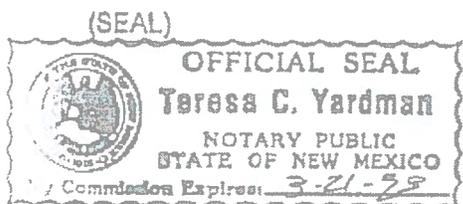
AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF New Mexico }
 COUNTY OF San Miguel } ss

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

[Signature]
 Signature

Subscribed and sworn to before me, this 11th day of September, 2019.



Teresa C. Yardman
 Notary Public Signature
 My Commission Expires: 3-21-23

AWARDED PROPOSAL

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

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 11, 2019; 2:00 am/pm at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: October, 2019. The successful offeror will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-41-3, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

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

NON-COLLUSION

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

CLARIFICATION OF PROPOSAL

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

MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

APPLICATION OF PREFERENCE

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

FEDERAL TAX IDENTIFICATION NUMBER

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

FEDERAL TAX ID NUMBER: 85-0459644

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

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

SPECIAL NOTICE

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

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

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

CONTRACT

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

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

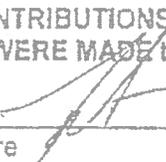
Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

9/11/19

Date

Corp. President

Title (Position)

**SPECIFICATIONS AND CONTRACT
DOCUMENTS**

**CITY OF LAS VEGAS
SENIOR CENTER SERVICE ACCESS PARKING LOT (Re-Bid)
RECONSTRUCTION**

Prepared for:



**City of Las Vegas
1700 North Grand Avenue Las Vegas, NM 87701**

Prepared by:

WHPacific

6501 Americas Parkway NE, Suite 400 Albuquerque, NM 87110

May 2018

OPENING NO. 2020-1

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

City of Las Vegas

Senior Center Service Access Parking Lot Reconstruction (Re-Bid)

PREPARED BY:

WHPacific, Inc.
6501 Americas Parkway N.E.
Suite 400
Albuquerque, NM 87110

PREPARED FOR:



City of Las Vegas
1700 North Grand Avenue Las
Vegas, NM 87701

WHPacific

TITLE, CERTIFICATION, AND SEALS

General: This Section provides general project information and approvals of the documents by the Owner as required.

PROJECT NAME: The Drawings, Specifications, and other contract and construction documents referred to herein apply to the following Construction Project, referred to elsewhere herein as "Project" or "Work".

Las Vegas Senior Center Service Access Parking Lot Reconstruction (Re-Bid)

PROJECT LOCATION: The Project is located at 500 Sabino Street, Las Vegas, New Mexico

ENGINEER OF RECORD: The prime architectural and engineering consultant representing the Owner is:

WHPacific, Inc.
6501 Americas Parkway NE
Suite 400
Albuquerque, NM 87110
Telephone: (505) 247-0294 Fax: (505) 242-4845
www.whpacific.com

CERTIFICATION SEAL AND SIGNATURE: The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as Project Engineer and license to practice in the State of New Mexico is affixed below.

I, Beatha I. Schatz, Registered Professional Engineer No. 22188, hereby certify that these documents were prepared by me, or directly under my supervision, and are true and correct to the best of my knowledge and belief.



Beatha I. Schatz

Registered Professional Engineer
No. 22188

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REQUEST FOR BIDS

The City of Las Vegas will open Sealed Bids at _____ on _____, 20189 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, on other designated area at the City Offices, on the following:

Senior Center Service Access Parking Lot Reconstruction (Re-Bid)

Bid Forms and Specifications may be obtained from:

Download from the City of Las Vegas

http://lasvegasnm.gov/business/request_for_proposal_bids/index.php Mailed

bids should be addressed to:

City Clerk

1700 North Grand Ave

Las Vegas, New Mexico 87701

with the envelope clearly marked: "Senior Center Service Access Parking Lot Reconstruction (Re-Bid)" on the lower lefthand corner of the submitted envelope. It shall be the responsibility of the bidder to see their bid is delivered to the City Clerk by the date and time set for this bid request. If the mail or delivery of the bid request is delayed beyond the opening date and time, bids thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

Project Description:

The project consists of the reconstruction of the north service access parking lot at the Las Vegas Senior Center, 500 Sabino Street, Las Vegas, NM 87701. Construction includes grading, asphalt pavement, aggregate base course, concrete header curb, concrete sidewalk, concrete curb and gutter, pavement marking, ADA ramps, and concrete dumpster pad.

Work requires the following licenses from the New Mexico:

1. GA-1 Streets, roads and highways, including tunnels, parking lots, alleys, seal coat and surfacing
2. GA-3 Curbs, gutters, and driveway culverts
3. GA-4 striping or GA-98 asphalt, bitumen and concrete construction.

These licenses will be required at the time bids are opened by any contractor bidding on this work.

The procurement code, New Mexico Statutes, Chapter 13 – Public Purchases and Property, Article 1 – Procurement, Sections 13-1-28 through 13-1-199, NMSA 1978 (as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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

Published:

Las Vegas Optic: _____, _____

Albuquerque Journal: _____, _____

City of Las Vegas Website: _____, _____

Ann Marie Gallegos, Interim City Manager

Esther Garduno-Montoya, City Attorney

Cassandra Fresquez, City Clerk

Tana Vega, Interim Finance Director

Helen Vigil, Purchasing Officer

INFORMATION FOR BIDDERS

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 any of all Bids and to waive any technical irregularity in the form of the Bid.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before September 11, 2019 at 2:00 PM 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 October 2019. The successful Bidder will be notified by mail.

ENVELOPES

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

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third-degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 3024-2, 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 an 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, the 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,

Pacheco CONST.

BIDDER'S COMPANY NAME

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: 85-0459644

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) 827-700 for registering instructions.

New Mexico Tax Identification Number (CRS): 02-420238-000

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 13, Article 1, Section 13-1-191.1, 2016 New Mexico Statutes.

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. Contractor shall obtain a receipt of notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and four (4) copies of Bid documents.

DEFAULT

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

BID PROTESTS

If any Bidder is of the opinion the specifications as written preclude him/her from submitting a bid his/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for 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.

PCT

BIDDER'S COMPANY NAME

If any Bidder is of the opinion 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 an 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 successful bidder will be required to obtain a business license from the City of Las Vegas prior to commencing any project within the City Limits.

PURPOSE OF PROJECT:

The project consists of the reconstruction of the north service access parking lot at the Las Vegas Senior Center, 500 Sabino Street, Las Vegas, NM 87701. Construction includes grading, asphalt pavement, aggregate base course, concrete header curb, concrete sidewalk, concrete curb and gutter, pavement marking, ADA ramps, and concrete dumpster pad.

CONTRACTOR LICENSE

At the time of bidding, the Proposer must hold the appropriate Contractor's license or have a qualifying party who holds the appropriate Contractor's license identified in the Bidders Qualification Statement.

The General Construction Classifications contained in Title 14, Chapter 6, Part 6, paragraph 14.6.6.9 of the New Mexico Administrative Code will be used to determine the appropriate contractor's license classification required for the project based on the scope and location of the work. Failure to hold the appropriate license makes the bid non-responsive.

A proposer can submit with their bid, a letter from the Construction Industries Division of the Regulation and Licensing Department of the State of New Mexico stating the license held by the proposer is acceptable for the project. This letter must include the project name, location, and scope of work; and the licenses held by the proposer.

The work requires the prime contractor to hold the following licenses from New Mexico Construction Industries Division:

Work requires the following licenses from the New Mexico:

1. GA-1 Streets, roads and highways, including tunnels, parking lots, alleys, seal coat and surfacing
2. GA-3 Curbs, gutters, and driveway culverts
3. GA-4 striping or GA-98 asphalt, bitumen and concrete construction.

These licenses will be required at the time bids are opened by any contractor bidding on this work.

BIDDER QUALIFICATION:

- A. Contractor's License: Bidders must have a New Mexico contractor's license, in one of the following classifications: GA-1, GA-3, GA-4, or GA-98 or other as determined by New Mexico Construction Industries Department.
- B. Resident Bidders Preference: A ruling by the New Mexico Attorney General's Office states that the Resident Bidders Preference, set forth in Section 13-1-21, and 13-1-22 N.M.S.A., 1978, Comp., as amended 1981 (Public Purchases Act), must be applied to all bids awarded for work performed on all public works projects.

Any questions concerning the above New Mexico Statute should be referred to legal counsel.

It shall be the sole responsibility of the bidders requesting consideration for Resident Bidders Preference to apply to the New Mexico State Purchasing Director for certification, and to receive approval and a certification number, which must be included on the Bid Proposal prior to bid opening deadline date and time.

Requests for qualification for Resident Bidders Preference certification after bid submission deadline date and time will not be considered.

- C. New Mexico Department of Workforce Solutions (formerly Department of Labor) Registration: Any Contractor bidding on a public works project shall be registered with the New Mexico Department of Workforce Solutions and shall provide proof of current registration. The Department of Workforce Solutions Registration No. shall be entered on the Bid Proposal in the designated space.

Below is the pertinent information from the NM statutes:

- a. Except as otherwise provided in this subsection, in order to submit a bid valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the Labor and Industrial Division of the Labor Department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

- b. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.
- c. Contractors and subcontractors may register with the Division on a form provided by the Division and in accordance with Labor Department rules. The Division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.
- d. Registration fees collected by the Division shall be deposited in the Labor Enforcement Fund.

BID EVALUATION:

Following bid opening, bids will be evaluated for such items as accuracy, completeness, and bidder's qualifications. Bidders shall furnish such information, data, and documents to City of Las Vegas as they may require, and the City of Las Vegas may conduct such inquiry as it deems appropriate into the bidder's qualifications, prior to contract award. The City of Las Vegas reserves the right to reject the bid of any bidder whom the City of Las Vegas deems is not qualified.

Following evaluation, the successful bidder will be notified in writing.

PREPARATION OF BIDS:

Bids shall be prepared in accordance with the requirements contained wholly within these documents.

BID FORM:

- A. The Bid Form is included in the Contract Documents; additional copies may be obtained from the Engineer.
- B. Bid Proposal must be typed or completed in ink. The Bid price of each item on the form must be stated in numerals. In case of an error in extensions in the unit price schedule, the unit price shall govern.
- C. Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

SUBMISSION OF BIDS:

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. The Bid Proposal shall not be detached from the bound set of Contract Documents.

Bids shall not include gross receipts tax. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract and will be paid by City of Las Vegas.

UNBALANCED BIDS:

Any apparent unbalancing of bids using unrealistic or unreasonable bids may be cause for rejection of the bid.

ADDENDA:

Any addenda issued during the time of bidding or forming a part of the Contract Documents furnished to the Bidder for the preparation of the Proposal, shall be acknowledged in the Proposal and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid Proposal. Failure to complete the acknowledgement may result in a non-responsive bid that will be rejected.

SUBSTITUTIONS:

The bid shall not be qualified in the Bid Proposal as to substitutions for specified materials or equipment, and no alternative bids will be considered unless such bids are specifically requested.

BID SECURITY:

Each proposal must be accompanied by a Certified Check or a Bid Bond acceptable to the City of Las Vegas in an amount which shall be not less than five (5) percent of the amount of the bid, payable without condition to the City of Las Vegas as a guarantee that the bidder, if awarded the contract will, within seven (7) days, execute such contract in accordance with the proposal and in the manner and form required by the Contract Documents and will furnish good and sufficient bond for the faithful performance of the same, and for payment for all labor and material. The bid security of the three lowest bidders will be retained until the contract is executed or other disposition is made thereof. The bid security of all bidders except the three lowest will be returned promptly after the canvass of bids. Bid Security in the form of bonds will not be returned unless requested.

ADDITIONAL PLANS AND SPECIFICATIONS:

The deposit for plans and specifications will be returned to the successful bidder and five sets of plans and specifications will be issued without additional charge. Additional sets requested will be issued to the successful bidder at cost of reproduction. The deposit for each set of bidding forms and documents will be refunded to each plan holder, provided such documents are returned to the Consultant in good condition within ten (10) days after the bid opening date.

LOCATION:

The work is located at the Las Vegas Senior Center, 500 Sabino Street, Las Vegas, NM.

CITY OF LAS VEGAS

IFB-7

INFORMATION FOR BIDDERS

SENIOR CENTER SERVICE ACCESS

PARKING LOT RECONSTRUCTION

CONTRACT EXECUTION:

The Contractor shall provide to City of Las Vegas, within seven (7) days after award, seven (7) signed copies of the Contract along with the required bonds and certificates of insurance. It is the City of Las Vegas' intent, pending award, to execute all seven (7) copies within ten (10) days after receipt of the signed documents.

The City intends to issue the "Notice to Proceed" within six (6) working days after execution of the contract. The Contractor will hold their bid prices for ninety (90) calendar days after the bid date.

BASIS OF AWARD:

The Basis of Award will be the Base Bid.

LABOR AND MATERIAL AND PERFORMANCE BOND:

The successful Bidder, simultaneously with the execution of the contract, will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount; said bond shall be secured from a surety company satisfactory to the City of Las Vegas and duly authorized to do business in the State of New Mexico and approved in Federal Circular 570, as published by the United States Treasury. The forms of the Bonds the successful Bidder will be required to execute are included in the Contract Documents. These bonds will name the City of Las Vegas as obligee.

CONSTRUCTION SCHEDULE:

The successful bidder shall deliver to the Project Manager, an estimated progress schedule in a form satisfactory to the Project Manager, showing the proposed dates of commencement and the anticipated delivery date of the equipment.

PREFERENCES:

The City of Las Vegas has no preference for type of equipment or kinds of material but will consider all types of equipment or kinds of material offered on an equal competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The City of Las Vegas reserves the right to be the sole judge as to whether a different type of equipment or kind of material offered is in fact the equal of that specified.

ROYALTIES AND PATENTS:

The Contractor shall include in his bid all royalties and license fees. They shall save the Owner harmless from loss because of charges or claims for any patent right. They shall determine in advance of their bid the existence of any patent which is or may be infringed by any provisions of the specifications and pay such royalties or fees that may be required.

LABOR:

Bidders are required to inform themselves of the conditions relating to construction and labor under which the work will be performed. Preference shall be given to local labor.

WAGE RATES:

The Contractor shall pay each mechanic or laborer of the Contractor (or sub-contractor) engaged in the work on the project under the contract in accordance with NMAC 11.1.2 Public Works Minimum Wage Act Policy Manual.

It is anticipated this project will not meet the minimum threshold as stated in NMAC 11.1.2 and wage rates were not requested from the New Mexico Department of Workforce Solutions.

AIR POLLUTION CONTROL:

Contractor shall provide dust control 24 hours per day, 7 days per week.

PERMITTING:

The Contractor is responsible for obtaining all permits required for this project. The Contractor is responsible for obtaining all state and local inspections required for the project.

EQUAL EMPLOYMENT OPPORTUNITIES:

The Contractor and his subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges or employment of any matter directly or indirectly related to employment, because of his race, gender, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract (Laws 1949, Ch. 161, S.S. New Mexico Statutes, relating to Equal Employment Opportunities on Government contracts).

CAMPAIGN CONTRIBUTION DISCLOSURE FORM:

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, and as modified by the City of Las Vegas, 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 one hundred dollars (\$100.00) over the two year period.

This form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions subject to disclosure.

Bidders must complete and submit the CITY OF LAS VEGAS CAMPAIGN CONTRIBUTION DISCLOSURE FORM, pages CCDF-1-2, with their bid. Bids that do not include the completed form will be considered non-responsive.

PCT

BIDDER'S COMPANY NAME

BID PROPOSAL

BIDDER INFORMATION

BIDDER: PACHECO CONSTRUCTION & TRUCKING

AUTHORIZED AGENT: _____

ADDRESS: 3638 ROUTE 66 TUCUMANI N.M. 88401

TELEPHONE NUMBER: (575) 461-4811

FAX NUMBER: (575) 461-3625

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

BID ITEM (S): Re-bid Senior Center Service Access Parking Lot Reconstruction

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

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF New Mexico

COUNTY OF San Miguel

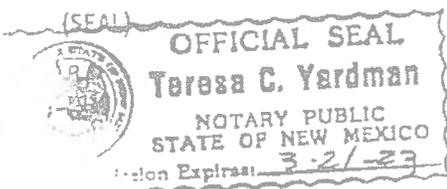
I, Josh Pacheco, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed 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 [Handwritten Signature]

Subscribed and sworn to before me, this 11th day of September, 2019.

Notary Public Signature Teresa C. Yardman

My Commission Expires: 3-21-23



PCT

BIDDER'S COMPANY NAME

BID PROPOSAL

Senior Center Service Access Parking Lot Reconstruction

To: City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701
(Hereinafter called "Owner")

The undersigned hereby proposes to perform all work for the Senior Center Service Access Parking Lot Reconstruction Project in accordance with the following:

1. Advertisement for Bids dated September 18, 2019 in the Albuquerque Journal; September 18, 2019 in the Las Vegas Daily Optic and on the City of Las Vegas Website.
2. The Contract Documents, Technical Specifications, and modifications dated May 2018 prepared by WHPacific, Inc., for the Owner.

All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices or lump sum bid shown in the following bid schedule: (The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid. The cost of any work not specifically identified in the bid schedule shall be considered incidental to the item to which it applies.) Bids shall not include New Mexico gross receipts tax.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will within seven (7) days execute and return to City of Las Vegas the prescribed construction contract and bonds.

PCT

BIDDER'S COMPANY NAME

BID FORM

2019-2020

City of Las Vegas
Senior Center Service Access Parking Lot Reconstruction (Re-bid)

BASE BID:

BID ITEM NO.	SPECIFICATION ITEM NUMBER	ITEM DESCRIPTION	UNIT TYPE	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	203000	UNCLASSIFIED EXCAVATION	CY	221	\$ 15 ⁰⁰	\$ 3,315 ⁰⁰
2	207000	SUBGRADE PREPARATION	SY	490	\$ 7 ⁰⁰	\$ 3,430 ⁰⁰
3	303000	CRUSHED AGGREGATE BASE COURSE (5")	CY	73	\$ 60 ⁰⁰	\$ 4,380 ⁰⁰
4	408100	PRIME COAT MATERIAL	TON	1	\$ 750 ⁰⁰	\$ 750 ⁰⁰
5	414000	COLD MILLING (ASPHALT)	SY	180	\$ 30 ⁰⁰	\$ 5,400 ⁰⁰
6	423282	HMA SP-III COMPLETE	TON	82	\$ 270 ⁰⁰	\$ 22,140 ⁰⁰
7	511200	STRUCTURAL CONCRETE, CLASS A (6" THICK)	SY	16	\$ 200 ⁰⁰	\$ 3,200 ⁰⁰
8	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰

9	601120	REMOVAL OF CONCRETE SIDEWALK	SY	70	\$ 43 ⁰⁰	\$ 3,010 ⁰⁰
10	601130	REMOVAL OF CONCRETE CURB AND GUTTER	LF	250	\$ 15 ⁰⁰	\$ 3,750 ⁰⁰
11	602000	RIPRAP (CLASS B)	CY	6	\$ 250 ⁰⁰	\$ 1,500 ⁰⁰
13	609200	CONCRETE HEADER CURB	LF	155	\$ 32 ⁰⁰	\$ 4,960 ⁰⁰
14	609324	CONCRETE SLOPED CURB & GUTTER 6" X 24"	LF	135	\$ 30 ⁰⁰	\$ 4,050 ⁰⁰
15	609424	CONCRETE VERTICAL CURB & GUTTER 8 6" X 24"	LF	15	\$ 35 ⁰⁰	\$ 525 ⁰⁰
16	621000	MOBILIZATION	LS	1	\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
17	702000	CONSTRUCTION SIGNING	LS	1	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰
18	704900	NON-REFLECTORIZED PAVEMENT MARKINGS 4"	LF	420	\$ 475	\$ 1995 ⁰⁰
19	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	\$ 13,500 ⁰⁰	\$ 13,500 ⁰⁰
21	5-2	6" CONCRETE FILLED PIPE BOLLARD	EA	8	\$ 400 ⁰⁰	\$ 3,200 ⁰⁰
TOTAL BASE BID						\$ 97,605 ⁰⁰

PCT

BIDDER'S COMPANY NAME

Award of the Contract will be made to the lowest responsible bidder based on the Base Bid and Additive Alternate:

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals are named herein and that no other persons or firms herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as Bidder hereby certifies that he and his subcontractors are registered with the Department of Workforce Solutions (formerly the Labor Department) in accordance with the "Public Works Contracts – Registration of Contractors and Subcontractors" Section of the Public Works Minimum Wage Act.

The undersigned agrees that, upon receiving written notice of acceptance of this proposal, he will, within seven (7) days, execute and return to City of Las Vegas the prescribed construction contract, insurance and bonds.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages (representing damage, failure to provide drinking water and risk of loss of property), the amounts listed in the following schedule for each calendar day in which the work is not complete.

Attached hereto is the required proposal guarantee described as follows: _____

The proposal guarantee shall be 5% of the total amount bid. The receipt of Addenda is acknowledged below:

Addendum No.	_____	Date
Addendum No.	<u>M/A</u>	Date
Addendum No.	_____	Date

Dated: _____, 2019

SIGNATURE OF BIDDER:

(SEAL) if Bid is by a Corporation

By: Joshua Pacheco
(Print Name)

Title: Corp. President

Company: Pacheco Construction & Trucking Inc.

PCT

BIDDER'S COMPANY NAME

PO Box 1405, Tucuman, NM 88401
ADDRESS:

If Corporation Federal Tax ID No. 85-0459644

or

Sole Proprietorship or Partnership Social Security No.

New Mexico Tax Identification No. (CRS) 02-420238-000

CITY OF LAS VEGAS

SENIOR CENTER SERVICE ACCESS

PARKING LOT RECONSTRUCTION

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective 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.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if:

- 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or
- 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

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 statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it

include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____

Date _____

Title (position) _____

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature [Handwritten Signature]

Date 9/11/19

Title (Position) Corp. President

NOTICE TO CONTRACTORS AND SUBCONTRACTORS

PUBLIC WORKS CONTRACTS--REGISTRATION OF CONTRACTORS AND SUBCONTRACTORS

As this contract is a Public Works Contract as defined by the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978), the provision of 13-4-13.1 requires the registration of all contractors and subcontractors on this project.

13-4-13.1. Public works contracts: registration of contractors and subcontractors.

A. Except as otherwise provided in this subsection, in order to submit a bid valued at more than fifty thousand dollars (\$50,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than fifty thousand dollars (\$50,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department. Bidding documents issued or released by a state agency or political subdivision of the state shall include a clear notification that each contractor, prime contractor or subcontractor is required to be registered pursuant to this subsection. The provisions of this section do not apply to vocational classes in public schools or public post-secondary educational institutions.

B. The state or any political subdivision of the state shall not accept a bid on a public works project subject to the Public Works Minimum Wage Act from a prime contractor that does not provide proof of required registration for itself.

C. Contractors and subcontractors may register with the division on a form provided by the division and in accordance with labor department rules. The division shall charge an annual registration fee of two hundred dollars (\$200). The division shall issue to the applicant a certificate of registration within fifteen days after receiving from the applicant the completed registration form and the registration fee.

D. Registration fees collected by the division shall be deposited in the labor enforcement fund.

CERTIFICATION OF BIDDER

REGISTRATION WITH THE LABOR ENFORCEMENT FUND (13-4-13.1 NMSA 1978)

BIDDER'S NAME

Pacheco Construction & Trucking

ADDRESS

2638 Route 66 Tucuman, NM 88401

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS

REGISTRATION NO. 062447820120511 Expiration date _____

The bidder certifies that all contractors listed in the bid proposal or who may become subcontracted under the contract resulting from this bid proposal, including the bidder, hold valid registration with the New Mexico Department of Workforce Solutions, as is required to bid on contracts subject to the Public Works Minimum Wage Act. Further, the bidder certifies that all registrations will remain valid until the date of the bid opening as published in the Advertisement to Bid or as amended in any Addendum to these documents.

Subcontractor Listing with Registration Information

Subcontractor Name	Registration Number	Expiration Date
N/A		

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

Toshua Pacheco Corp. President

Name and Title of Signer (Please Type)


Signature

9/11/19
Date

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

SUBCONTRACTORS FAIR PRACTICES ACT

The provisions of the New Mexico Subcontractors Fair Practices Act (13-4-31 to 13-4-42 NMSA 1978) apply to this contract. Additionally, provisions of the Disadvantaged Business Enterprise (DBE) Program (49 CFR part 26) apply to this contract.

Subcontractors identified on the Subcontractor Listing form in this section cannot be substituted without complying with the New Mexico Subcontractors Fair Practices Act. Under the New Mexico Subcontractors Fair Practices Act, a subcontractor performs work or labor or renders a service in or about the construction project. The dollar value for listing of subcontractors under the New Mexico Subcontractors Fair Practices Act is \$5,000.

All DBE subcontractors should be listed regardless of dollar value of their subcontract. Under the DBE program, a subcontractor includes subcontractors and any suppliers of materials with whom the contractor has direct contact.

The Subcontractor Information form will be completed for each subcontractor to be used under this contract.

PAYMENTS TO SUBCONTRACTORS

57-28-5 NMSA 1978 "Payments; Prompt Pay Required; Retainage states:

"C. All construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay their subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to their subcontractors and suppliers beginning on the eighth day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers."

"E. When making payments, the owner shall retain no more than five percent of the cost of estimated work done and the value of materials stored on the site or suitably stored and insured off-site. When the project is substantially complete, no further retainage shall be withheld. A contractor shall retain no more than five percent retainage, regardless of whether retainage is withheld by the owner."

**SUBCONTRACTORS FAIR PRACTICES ACT
REQUIRED LISTING**

City of Las Vegas Senior Center Access Parking Lot Reconstruction

Bidders' listing of subcontractors for compliance with Subcontractors Fair Practices Act (NMSA 1978 §13-431, et. seq.). This sheet must be filled in.

PROJECT: City of Las Vegas Senior Center Access Parking Lot Reconstruction

Bidder must list subcontractors where estimated work exceeds \$5,000.00. List only one subcontractor per category of work. This listing must be filled out with either a subcontractor's name or the words "no subcontractor to be used," "no bid was received," or "only one bid was received" corresponding to each category. Failure to fill in this sheet may result in a non-responsive bid which may be rejected. See Special Conditions No. 18.

SUBCONTRACTOR'S NAME	LOCATION	CATEGORY
----------------------	----------	----------

NONE

NON-COLLUSION AFFIDAVIT

STATE OF NM

COUNTY OF San Miguel

SS:

JOSHUA Pacheco, being first duly sworn, deposes and says:

That he/she is CORP President of Pacheco CONSTRUCTION TRUCKING
(title) (Insert name of bidder)

who submits herewith to the City of Las Vegas, New Mexico, a proposal:

That all statement of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Las Vegas, New Mexico, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw their proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit their proposed price or any breakdown thereof, or the contests thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that City of Las Vegas, New Mexico, or to any person or persons who have a partnership or other financial interests with said bidder in their business.

SUBSCRIBED and sworn to before me this 11th day of Sept, 2019.

By [Signature]

Teresa C. Yardman
Notary Public
My Commission Expires: 3-21-23

OFFICIAL SEAL
Teresa C. Yardman
 NOTARY PUBLIC
 STATE OF NEW MEXICO
 My Commission Expires: 3-21-23
 CITY OF LAS VEGAS
 SENIOR ENGINEER
 PARKING LOT RECONSTRUCTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the "Principal," as Principal, and the _____, of _____, hereinafter called the "Surety," as Surety, are held and firmly bound unto the City of Las Vegas, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$ 4880.25), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Senior Center Service Access Parking Lot Reconstruction

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20_____, in the presence of:

WITNESS

PRINCIPAL

TITLE

WITNESS

SURETY

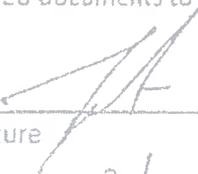
TITLE

CONTRACT DOCUMENTS, AND SPECIFICATIONS CERTIFICATION

Certification: The bidder has examined the documents received in paper or electronic form and certifies that they have received the complete contract documents, and specifications by verification of the received documents to the Table of Contents.

Signature

Date



9/11/19

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2019, between the City of Las Vegas and

_____, a,

(State whether individual, partnership, corporation or joint venture; if incorporated, give State of Incorporation) or its successors and assigns, hereinafter called the Contractor.

WITNESSETH: That the Contractor, in consideration of the payment or payments herein specified and agreed to by the City of Las Vegas, hereby covenants and agrees to furnish all skill, labor, materials, and equipment necessary to carry out and complete in good, firm, substantial, and workmanlike manner, and delivered to the City of Las Vegas, NM all work required for the Senior Center Service Access Parking Lot Reconstruction Contract at the unit prices bid by said Contractor for the respective estimated quantities aggregating approximately the sum of:

_____ dollars

(\$ _____) excluding New Mexico Gross Receipts Tax, and other items as mentioned in the contract documents, including the original bid proposal, together with Notice to Bidders and Information for Bidders, Specifications, and Supplemental Specifications, and Addenda are made a part of this contract and accepted as such.

The Contractor understands and agrees with the City of Las Vegas there has been incorporated herein by reference, the same as if fully rewritten herein, the "New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction," 2014 Edition as supplemented, modified, and amended by these documents.

The Contractor shall perform the work above described for the amount stated above in strict accordance with the unit prices bid and the plans and specifications to the complete approval of and acceptance by the City of Las Vegas and in accordance with the laws of the State of New Mexico and Federal laws, rules, and regulations pertaining thereto.

The Contractor agrees time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the schedule listed below for completion of the work. The Contractor further agrees to pay, as liquidated damages (representing damage and risk of loss of property), the amount listed below for each calendar day in which the work is not complete:

- Contract Time: 30 calendar days
- Liquidated Damages: \$500/day

The Performance Bond given by the Contractor to secure the proper compliance with the terms and provisions of this contract are hereto attached and made a part hereof.

IN WITNESS WHEREOF, the City of Las Vegas, by authority in him vested, has executed this contract on its behalf and affixed its seal hereto, and the said Contractor

_____ have hereunto set their hand and seals, the day and year first above written.

Attest:

OWNER:

City of Las Vegas
700 North Grand Avenue
City of Las Vegas, NM 87701
(505) 454-3832

By: _____

City of Las Vegas, NM

Title

Date

Attest:

CONTRACTOR:

Secretary

By:

Title: _____

(Corporate Seal)

New Mexico State Contractor's
License No.

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract is executed on behalf of a Corporation)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by

_____ of _____, a _____
(Name and Title of Officer) (Name of Corporation) (State of Incorporation)

My Commission Expires:

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(insert the name and address or legal title of the Contractor) as Principal, hereinafter called
"Contractor," and _____ (insert the legal title of
Surety) as Surety, hereinafter called "Surety," are held and firmly bound unto City of Las Vegas, Obligee,
hereinafter called the "Owner," in the amount of _____ dollars
(\$ _____) for the
payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2019, entered into a
Contract with Owner for: Senior Center Service Access Parking Lot Reconstruction

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and
faithfully perform said Contract, then this Obligation shall be null and void; otherwise, it shall remain in
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its
terms and conditions, and upon determination by Owner and Surety of the lowest responsible
bidder, arrange for a Contract between such bidder and Owner, and make available as work
progresses (even though there should be a default or a succession of defaults under the
contract or contracts of completion arranged under this paragraph), sufficient funds to pay the
cost of completion less the balance of the Contract price; but not exceeding, including other
costs and damages for which the Surety may be liable hereunder, the amount set forth in the
first paragraph hereof. The term "balance of the Contract price," as used in this paragraph shall
mean the total amount payable by Owner to Contractor under the Contract and any
amendments thereto, less the amount properly paid by Owner to Contractor.

The Contractor shall guarantee any and all work performed under this Bond against defective materials
and workmanship, for a period of one year following its completion and acceptance.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the
Owner named herein or the heirs, executors, administrators or successors of Owner.

SIGNED AND SEALED THIS _____ day of _____, 2019.

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
as Principal, hereinafter called "Principal," and _____, as
Surety, hereinafter called "Surety," are held and firmly bound unto City of Las Vegas, the Obligee,
hereinafter called "Owner," for the use and benefit of claimants as herein below defined, in the amount
of: _____
(\$ _____) for
the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2019, entered into a
contract with Owner for: Senior Center Service Access Parking Lot Reconstruction (Re-bid)

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly
make payment to all claimants, as hereinafter defined, for all labor and material used or reasonably
required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall
remain in full force and effect; subject, however, to the following conditions: A claimant is defined as
one having a direct Contract with the Principal or with a subcontractor of the Principal for labor,
material, or both, used or reasonably required for use in the performance of the Contract, labor and
material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone
service, or rental of equipment directly applicable to the Contract. The above named Principal and
Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has
not been paid in full before the expiration of a period of ninety (90) days after the date on which the last
of such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment
for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not
be liable for the payment of any costs or expenses of any such suit. No suit or action shall be
commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall have given
written notice to any two of the following: the Principal, the Owner, or the Surety above named,
within ninety (90) days after such claimant did or performed the last of the work or labor, or
furnished the last of the materials for which said claim is made, stating with substantial accuracy
the amount claimed and the name of the party to whom the materials were furnished or for
whom the work or labor was done or performed. Such notice shall be served by mailing the
same by registered mail or certified mail, postage prepaid, in an envelope addressed to the
Principal, Owner, or Surety, at any place where an office is regularly maintained for the
transaction of business, or served in any manner in which legal process may be served in the
state in which the aforesaid project is located, save that such service need not be made by a
public officer.
2. After the expiration of one (1) year following the date on which Principal ceased work on said
Contract, it being understood, however, that if any limitation embodied in this Bond is
prohibited by any law controlling the construction hereof, such limitation shall be deemed to be
amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in any for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of Surety of mechanics' liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this Bond.

SIGNED AND SEALED this _____ day of _____, 2019, in the presence of:

WITNESS

PRINCIPAL

BY

TITLE

WITNESS

SURETY

BY

TITLE

SPECIAL CONDITIONS

1. **AUTHORITY OF CITY OF LAS VEGAS.** City of Las Vegas or its representative shall have full authority to perform inspection of the project during construction and reserves the right to require the Contractor or its representative to take necessary action if the approved specifications are not being met.
2. **COMMENCEMENT AND COMPLETION.** The Contractor will hold their bid prices for thirty (30) calendar days after the bid date for award and/or Notice to Proceed. The Contractor shall commence work within 10 days after receipt of written Notice to Proceed from the City of Las Vegas for work described in the contract documents.

The Contractor agrees that time is of the essence, and the work will be accomplished in a timely and efficient manner. All work must be completed according to the following schedule for completion of the work. The Contractor further agrees to pay, as liquidated damages (representing damage and risk of loss of property), the amounts listed in the following schedule for each calendar day in which the work is not complete.

Description of Work	Timeframe / Completion Date	Liquidated Damages
Senior Center Service Access Parking Lot Reconstruction	<u>30 Consecutive Calendar days</u>	\$500.00/calendar day

3. **EMERGENCY PROVISIONS.** The Contractor must designate at least one responsible employee to represent him in case of an emergency. Such employee, or employees, shall have a local telephone at which he may be reached at any hour of the day or night. Directions for contacting such employee shall be given to the City of Las Vegas Police Department, San Miguel County Sheriff Department, the Fire Marshall, and the City of Las Vegas.
4. **PERMITTED WORK HOURS.** Normal working hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Friday for the entire project. If during an emergency the Engineer directs work during off hours the Contractor shall comply with all applicable regulations regarding Federal, State and Local Noise Ordinances. The Contractor shall also furnish such lights, satisfactory to the Engineer, as will allow proper inspection and safety. In the case of emergency, the work hours may be extended.
5. **WATER.** The Contractor shall provide and make arrangements for all water required. If water is obtained from the City of Las Vegas, it shall be done in accordance with all rules and regulations. If Contractor drills a water well, he must have a permit issued by the State Engineer.
6. **COORDINATION WITH UTILITIES.** The Contractor will be required to coordinate all utility locations with each respective utility. Contact or call New Mexico One Call for utility location.

It will be required of the Contractor to protect all utilities in the vicinity of the project.

7. COMMUNICATIONS.

- A. All notices, demands, requests, instructions, approvals, and proposals and claims must be in writing.
 - B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City of Las Vegas), or if deposited in the United States mail in a sealed, or postage-prepaid envelope in each case addressed to such office.
 - C. All papers required to be delivered to the City of Las Vegas shall, unless otherwise specified in writing to the Contractor, be delivered to 1700 North Grand Avenue, Las Vegas, NM 87701, and any notice to or demand upon the Contracting Agency shall be sufficiently given if so delivered, or if mailed in the United States mail in a sealed, postage pre-paid envelope to the City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701, or to other representatives of the City of Las Vegas or to such other address as the Contracting Agency may subsequently specify in writing to the Contractor for such purpose.
 - D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course, as the case may be.
8. **WEATHER CONDITIONS.** The Contractor will, and will cause his subcontractor, to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials, shall be removed and replaced at the expense of the Contractor. Until the work is accepted by the City of Las Vegas the Contractor shall be responsible for protecting completed work, work in progress, equipment, materials and property from storm water, erosion, sediment, and related elements. Damage resulting from storm water, erosion, sediment, and related elements shall be the Contractor's sole responsibility to replace, repair, or otherwise rectify.
9. **GROSS RECEIPT SURETY.** The Contractor's attention is called to the requirements of a gross receipts surety bond as may be required by the State of New Mexico Bureau of Revenue. It shall be the Contractor's responsibility to ascertain if he is required to purchase a bond or not and as such will be wholly responsible for all costs so incurred and without cost to the City of Las Vegas.
10. **SANITARY CONVENIENCES.** Necessary sanitary conveniences for the use of the Contractor's employees on the project, properly screened from public observation, shall be constructed and maintained in sanitary condition by the Contractor and their use shall be strictly enforced.
11. **ACCIDENT PREVENTION.** The Contractor shall comply at all times during the life of this contract and will require its subcontractors, if any, to comply with the accident prevention provision hereinafter set forth. Additional and more specific requirements may be made in the

specifications, which form a part of this contract; however, such requirements shall always be in addition to, and not in lieu of, the provisions of this Section.

- A. Protection of Employees and Others: Exercise precaution for the safety of employees on the job, bystanders or observers, engineering personnel and inspectors and comply with all applicable provisions of State and Municipal Safety Laws and Occupational and Safety Act, 2070, (OSHA). All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, unless such instructions are incompatible with State and Municipal laws or regulations. If required by the Engineer, the Contractor shall furnish reports on all lost time accidents.
- B. Underground Structures: All storm sewer lines and other underground structures shall be ventilated with fresh air immediately before and during the time workmen are in such structures. Contractor's employees shall be prevented from smoking within 25 feet of any underground structure. Any natural gas leaks shall be immediately reported to the gas utility company and the work in the immediate vicinity shall be suspended until such leaks are repaired.
- C. Protection of Property: Where there are telephone poles, hydrants, water or gas mains or other pipes, conduits of other construction either public or private in or on the street, conduct work in such a manner as will not cause any damage to such property or any undue interruption or delay in the operation of same. Proper written notice must be afforded the companies or persons owning such mains, pipes, conduits or poles, by the Contractor or subcontractors and likewise to the Owners of any other construction encountered as well, to enable them to preserve the same from injury.
- D. Restoration of Property: Restore at his own expense any public or private damage, for which he is directly or indirectly responsible, to a condition equal to that existing before the damage. If he fails to do so or refuses to do so upon notice, the Engineer may cause such restoration and deduct the cost thereof from monies due, or which may become due, the Contractor.
- E. Barricades: The Contractor shall erect and maintain at his own expense: barricades and sufficient warning lights and other safeguards around all excavations, embankments, obstructions, or work areas, to safeguard and warn the public, employ watchmen; and strictly obey all laws and ordinances controlling or limiting those engaged in work affecting the public convenience and safety. Lighted warning devices shall be kept burning from sunset in the evening until sunrise. The Contractor will maintain a graffiti free project. The cost of cleaning and maintaining the project free from graffiti will be incidental to the traffic control item.
- F. Construction Site Safety Engineering: The Project Manager and the City of Las Vegas are not responsible for the construction site safety engineering which is a Civil Engineering discipline requiring special skill, knowledge and experience distinct from, and not inclusive with, the normal practice of Civil Engineering. Construction review and

observation by the Project Manager and City of Las Vegas does not normally, customarily, or traditionally include an affirmative duty that the Project Manager and City of Las Vegas search out deficiencies in the construction Contractor(s) safety measures. The Project Manager and City of Las Vegas are not responsible for superintendence of construction, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the project site.

12. **APPRENTICES.** Before using apprentices on this project, the Contractor shall present to City of Las Vegas, written evidence of registration of such employees with the New Mexico Department of Workforce Solutions, Apprenticeship Section, 501 Mountain Road NE, Albuquerque, NM 87102, Telephone (505) 222-4674. If the apprentice is not registered in a bona fide apprenticeship program as mentioned above, the journeyman's wage rate for that classification in which he is working is applicable.
13. **EMPLOYMENT PRACTICE REQUIREMENTS.** In accordance with Section 59-4-5 of New Mexico Statutes, the Contractor, or his subcontractors, shall not discriminate against any employee or applicant for employment to be employed in the performance of contracts to which the State or any of its political or civil subdivisions is a party, with respect to his hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.
14. **SCHEDULE OF SALARIES AND WAGES.** The decision of Labor Commissioner and the referenced State laws, on the following pages, are hereby made a part of this contract.
15. **CERTIFIED WEEKLY PAYROLL RECORDS.** The Contractor and all subcontractors shall submit one certified copy of the project weekly payrolls to City of Las Vegas and one certified copy directly to the State Labor Commission (in June only), not later than five working days after the close of each payroll period. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.
16. **STATE OF NEW MEXICO LABOR AND INDUSTRIAL COMMISSION AND UNITED STATES DEPARTMENT OF LABOR REQUIREMENTS:**
 - A. The minimum wages to be paid the various classes of mechanics and laborers engaged by the Contractor and subcontractors for work under this contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the State Labor Commission as provided in Section 13-4-11, NMSA 1978, and in full force and effect, without exception, on the date of the contract and during the lifetime of this contract.
 - B. The Contractor and each of his Subcontractors shall pay each of his employees working under this contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the

checks are drawn, and further that the checks may be cashed without charge, trace requirements or undue inconvenience to the payee.

- C. The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the Journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation reemployed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standard of the United States Department of Labor, or in the absence of such standards the number permitted under the usual practice prevailing between trade unions and Employees Association of the respective trades or occupations.
- D. Extra Work - Minimum Wages: In case the Owner orders the Contractor to perform extra work or additional work which may make it necessary for the contractor or any Subcontractor under him, to employ in the performance of such work, any person in any trade or occupation for which no minimum wage rate is specified, the Owner will include the Contract Change Order for such extra or additional work the minimum wage rate for such trade or occupation, and insofar as such extra or additional work is concerned, there shall be paid each employee engaged in the work in such trade or occupation, not less than the minimum wage rate included.
- E. Wage Underpayments and Adjustments: The Contractor agrees that, in case of underpayment of wages to any worker on the project under this contract, the City of Las Vegas may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that City of Las Vegas may disburse such amount so withheld by it, for and on account of the Contractor to the employee to which such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by City of Las Vegas pursuant to other provisions of this contract.

A copy of the New Mexico State Office of Labor Commission Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of this contract shall be posted or otherwise made available to the Contractor's employees at all times on the job.

- 17. **AIR POLLUTION CONTROL.** The contractor shall prevent the generation of air pollution. The Contractor shall provide dust control 24 hours a day, 7 days a week.
- 18. **STATE OF NEW MEXICO SUBCONTRACTORS FAIR PRACTICES ACT.** This Public Works Project is subject to the provisions of the Subcontractors Fair Practices Act (NMSA 1978 §13-4-31, et. seq.).
 - A. General: This law requires that all work being performed by a subcontractor in the amount exceeding \$5,000.00 be performed under the provisions of the Subcontractors Fair Practices Act.

- B. Listing Threshold Amount: The listing threshold on this project is five thousand dollars (\$5,000).
- C. List of Subcontractors Required: The bidder shall define the categories of subcontractors in the bid and shall list no more than one subcontractor for each category. This listing shall only apply to those subcontractors whose work exceeds the threshold dollar amount given in subparagraph B above. This list shall be filled in on the sheet provided in Section SFPA-1, immediately after the Bid Proposal. This sheet must be filled in if subcontractors whose work exceeds the threshold limit are to be used. The list shall include the name and location of each subcontractor under potential subcontract to the bidder, who will perform work or labor or render service, which exceeds the threshold amount. All subcontractors whose estimated work exceeds the threshold shall be listed at the time the bid is submitted to City of Las Vegas. Failure to fill in this sheet may result in a non-responsive bid that will be rejected.
- D. Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: in the event a hearing is held pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work of the Project is caused as a result, the Contractor shall not be entitled to an increase in the contract amount or contract time.
- E. Applicability of this Section: This Section shall apply to all work required of the Contractor for this project.

Any questions regarding this act should be referred to Legal Counsel.

- 19. **EQUIPMENT MAINTENANCE:** Field servicing and fueling of Contractor's equipment will be done in a manner to prevent the spillage of oil, fluids, or fuel. Should such fluids be spilled, the Contractor shall remove contaminated soil to an approved disposal site.
- 20. **PARTNERING:** To most effectively accomplish this contract, the City of Las Vegas is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization to achieve a quality project done right the first time, within budget and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.
- 21. **TRASH CONTROL:** Trash control and maintaining a litter free work place are essential to working with the project area.
- 22. **BID ITEM DESCRIPTIONS:**

The project consists of the reconstruction of the north service access parking lot at the Las Vegas Senior Center, 500 Sabino Street, Las Vegas, NM 87701. Project includes grading, asphalt pavement, aggregate base course, concrete curb, concrete sidewalk, concrete curb and gutter, pavement marking, ADA ramps, and concrete dumpster pad.

WATER RATES

The City of Las Vegas, New Mexico Code of Ordinances, Chapter 440: Water Service and Operations, Section 440-5 Water rates, deposits and service charges, as amended, is hereby incorporated by reference.

STANDARD SPECIFICATIONS

City of Las Vegas Senior Center Access Parking Lot Reconstruction

The New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction," 2007 Edition (NMDOT) and New Mexico Standard Specifications for Public Works Construction (NMAPWA) as supplemented, modified, and amended by these documents are incorporated by reference, the same as if fully rewritten therein, in the contract, proposal, bond, and other contract documents for work to be performed under this contract for City of Las Vegas.

Whenever, in the Supplemental General Provisions the word "Section" is followed by a number and a caption (such as "Section 101 – Abbreviations, Definitions and Terms") reference is made to that specific section of the "New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction," 2014 Edition.

Whenever, in the Supplemental General Provisions, Supplemental General Conditions, Special Conditions and Supplemental Technical Specifications the word "Section" is followed by a number and a caption reference is made to that specific section of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction," 2014 Edition as specified. The Supplemental General Conditions, Supplemental General Provisions, Special Conditions, and Supplemental Technical Specifications shall govern over the Standard Specifications and are hereby made a part of the Contract Documents.

**SUPPLEMENTAL GENERAL PROVISIONS
TABLE OF CONTENTS**

Section	Description
101	Abbreviations, Definitions, and Terms
102	Bidding Requirements and Conditions
103	Award and Execution of Contract
104	Scope of Work
105	Control of Work
106	Control of Materials
107	Legal Relations and Responsibility to Public
108	Prosecution and Progress
109	Measurement and Payment

**SECTION 101
(NMDOT)
ABBREVIATIONS, DEFINITIONS, AND TERMS**

1. 101.2 ABBREVIATIONS

Add the following:

NMDOT New Mexico Department of Transportation

COLV The City of Las Vegas

2. 101.4 DEFINITIONS AND TERMS

CABINET SECRETARY. Delete the wording in the paragraph and substitute the following:

The City Council of Las Vegas, NM

CHANGE ORDER. Delete the second sentence.

CONTRACT. Add the following: Also called Purchase Order

CONTRACT BOND. Add the following:

Contract Bond shall also be known as Performance Bond and Labor and Material Payment Bond.

CONTRACTOR. For "the Department" substitute "CITY OF LAS VEGAS."

DEPARTMENT. Delete the paragraph and substitute the following:

Whenever the words "Commission," "Department," or "The New Mexico Department of Transportation" appear, this shall mean "City of Las Vegas" except where such reference is to rules, codes or regulations, or pre-qualification of bidders.

DISTRICT ENGINEER. Delete the paragraph and substitute the following: The City of Las Vegas Public Works Director or City of Las Vegas Project Manager.

ENGINEER. Delete the wording in the paragraph and substitute the following:

City of Las Vegas' designee, also identified as the Project Manager.

GENERAL OFFICE (G.O.). Delete the wording in the paragraph and substitute the following:

The offices of CITY OF LAS VEGAS located at 1700 North Grand Avenue, Las Vegas, NM 87701

PROJECT MANAGER. Delete the wording in the paragraph and substitute the following:

The individual designated by the COLV who is responsible for the project.

SPECIAL PROVISIONS. Add the following:

Also called Special Conditions.

STATE. Delete the words "State of New Mexico" and substitute "CITY OF LAS VEGAS".

SUBGRADE. Add the following:

Also, the portion of the construction template prepared as a foundation for: structural reinforced concrete, concrete slope paving, riprap, and grouted rip, relating to a flood control project.

SUBSTANTIAL COMPLETION. Delete paragraph in its entirety, add the following:

The date, as certified by the Project Manager, when the construction of the project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the project or specified part can be utilized for the purpose for which it was intended.

SUPPLEMENTAL SPECIFICATIONS. Add the following:

Also called Supplemental Technical Specifications.

3. Add the following to the end of **Section 101**:

FINAL COMPLETION. The date, as certified by the Project Manager and the City of Las Vegas, when all the construction pertaining to said work is completed in accordance with the contract documents.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

102.8 PREPARATION OF BID.

Item 3

Add the sentence "If the unit price multiplied by the estimated quantity does not equal the extended price, the unit price will govern."

Delete Item 5 in its entirety.

Item 9

Delete the words "Bid review committee" and substitute "the City of Las Vegas".

SECTION 103 (NMDOT) AWARD AND EXECUTION OF CONTRACT

1. Add the following to the end of Section 103.

103.9 PRECONSTRUCTION CONFERENCE. Within seven (7) days after the date of the contract, but before the Contractor starts the work at the project site, a conference attended by the Contractor, City of Las Vegas, Project Manager, and others as appropriate, will be held to discuss the schedules referred to in Section 108.3 and procedures for handling shop drawings, other submittals, processing applications for payment, and to establish an understanding among parties as to the work.

SECTION 104 SCOPE OF WORK

1. 104.2 SIGNIFICANT CHANGE IN THE CHARACTER OF WORK

Remove the second and third paragraphs in their entirety. Replace with the following:

City of Las Vegas may authorize additional work and/or emergency task orders as necessary. The additional work will be authorized by issuance of a change order to the contract and will be authorized by City of Las Vegas and the contractor. Any work not covered by existing bid items will be the subject of a change order to the contract that will be approved by City of Las Vegas, and the contractor prior to the work being done.

**SECTION 105
CONTROL OF WORK**

1. GENERAL

Whenever the words "presumptive completion" or "substantially completed" are used, they shall mean the completion of work as defined in Section 101.2 Definitions and Term, Substantial Completion and Section 109.9 ACCEPTANCE AND FINAL PAYMENT.

2. 105.19 NOTICE OF POTENTIAL CLAIM

Delete the entire Section and substitute the following:

Claims for additional compensation and time shall be made under Subsection 108.6. The Contractor is barred from filing claims after the Project Manager has determined the work ordered is extra work. Payment will be made as provided in Subsection 109.5.

To make a claim, the Contractor shall notify the Project Manager in writing of the intention to make claim for such additional compensation before the Contractor begins the work on which the Contractor bases the claim, or in the case of termination of contract under Subsection 108.10, Termination of Contract; No Fault of Contractor, within 30 calendar days of the effective termination date. The Project Manager will notify CITY OF LAS VEGAS. If the notification is not given, and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby waives claims for such additional compensation. This requirement may be waived in writing by the Project Manager, with adequate justification. Notice by the Contractor, and the fact that the Project Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Project Manager, is found to be just, the Project Manager shall originate a Change Order and submit the Change Order to CITY OF LAS VEGAS Project Engineer. The CITY OF LAS VEGAS Project Engineer will review the Change Order. The change order will be submitted for final approval to the City of Las Vegas for their written approval. In any event, if the claim is paid, it shall only be paid pursuant to Subsections 104.2, Significant Changes in the Character of Work, and 109.5, Extra and Force Account Work.

Claims for adjustment are written notification by the Contractor to the Project Manager of one or both of the following conditions:

- (a) Claim for compensation. The Contractor and the Project Manager dispute regarding whether a portion of work is extra work, as defined in Section 101.2, under Extra work or is contract work under the original scope of the project.
- (b) Claim for Delay. The Contractor and the Project Manager dispute regarding whether causes beyond the Contractor's control are delaying the completion of the project.

To make a claim for compensation, the Contractor shall notify the Project Manager in writing of his intention to make claim for such additional compensation before he begins the work on which he bases the claim, or in the case of termination of contract under Section 108.10.

To make a claim for delay, the Contractor shall notify the Project Manager in writing of this intention to make claim for such delay at the time it believes it is being caused delay, or within ten (10) calendar days thereafter. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) calendar days after such occurrence, unless the Project Manager allows an additional period of time to ascertain more accurate data in support of the claim and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence. If the claim, after consideration by the Project Manager, is found to be just, the Project Manager shall originate a Change Order and submit the Change Order to the CITY OF LAS VEGAS Project Engineer for review and the Executive Engineer for written approval.

3. 105.20 ADMINISTRATIVE REMEDY

The following procedure is established for the resolution of claims:

1. The notification of claim shall be made in writing to the Project Manager. The written claim shall include sufficient documentation to justify the claim. The Project Manager will advise the Contractor, in writing, of his decision within ten (10) calendar days of receiving the written claim.
2. If the Contractor disagrees with the Project Manager's written decision, the Contractor shall deliver a written request to the CITY OF LAS VEGAS Project Engineer within ten (10) calendar days to reconsider the claim. The CITY OF LAS VEGAS Project Engineer will advise the Contractor, in writing, of his decision within ten (10) calendar days of receiving the written claim.
3. If the Contractor disagrees with the CITY OF LAS VEGAS Project Engineer's written decision, the Contractor shall deliver a written request to CITY OF LAS VEGAS's Executive Engineer within five (5) calendar days to reconsider the claim. The Executive Engineer will advise the Contractor, in writing, of his decision within ten (10) calendar days of receiving the claim from the Contractor.
4. If the Contractor disagrees with the Executive Engineer's written decision, the Contractor shall deliver a written request to the CITY OF LAS VEGAS Board of Directors within ten (10) calendar days, or its designated representative, to reconsider the claim. The Board of Directors may, in its sole discretion:
 - a. Consider the Contractor's claim based on written material submitted by the Contractor, Project Manager, the Project Engineer and the Executive Engineer;
OR

- b. Refer the Contractor's claim to a hearing officer appointed by the Board of Directors who shall conduct a hearing and make a written recommendation to the Board of Directors; OR
- c. Conduct a hearing, at which time testimony and evidence will be received.

The City of Las Vegas will make a decision within ninety (90) calendar days of receiving the Contractor's written request to reconsider his claim.

5. Should the Contractor disagree with the decision of the CITY OF LAS VEGAS City Council, and provided that it has exhausted the administrative procedures detailed in subparagraph (1) through (4) within this section, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction."

4. **105.20.1 DISTRICT LEVEL**

This section not used.

5. **105.20.2 SECRETARY LEVEL**

This section is not used

6. **102.20.3 ARBITRATION**

This section is not used

7. **105.20.4 LITIGATION**

This section is not used.

8. **105.21 CONSTRUCTION STAKES, LINES AND GRADES**

Add new Section:

Local Survey Control has been set for vertical and horizontal control throughout the construction area. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work.

The Contractor shall be responsible for all other control, slope stakes, cut stakes, offset stakes, bench marks, blue tops or other staking necessary for proper execution of the work, or as requested by the Project Manager, to assure compliance with the plans. The Contractor shall

perform all work in accordance with the provisions set forth in Section 801 Construction Staking by the Contractor in the NMDOT Standard Specifications.

The Contractor shall be held responsible for the preservation of all stakes and marks, and, if any of the construction stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment for the work.

SECTION 106 CONTROL OF MATERIALS

1. 106.3 SAMPLES, TESTS, CITED SPECIFICATIONS

Add the following paragraph before the last paragraph:

Density of the subgrade and embankments will be tested in accordance with the contract documents. The inspection and testing will be provided by the Contractor. Concrete testing will be provided by the Contractor.

The Contractor shall provide the results of all testing to the Owner for review prior to payment for the item tested.

The Contractor shall give the Project Manager timely notice of readiness of work for all required inspections, tests, or approvals.

2. 106.10 EQUIPMENT GUARANTEES AND WARRANTIES

Add the following paragraphs:

"The Contractor shall guarantee all work constructed under the contract against defective materials and workmanship for a period of one (1) year following its completion. "

"The guarantee period begins on the date of acceptance of the project by City of Las Vegas. All corrective work required during this guarantee period shall be done by the Contractor and at no cost to City of Las Vegas. Emergency repairs to work covered by this guarantee, made or undertaken by City of Las Vegas, will be reimbursed by Contractor. "

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. 107.2 PERMITS, LICENSES, AND TAXES

Add the following:

This includes all licenses and permits required by City of Las Vegas, NMDOT or other agencies which regulate the Contractor's activities.

2. 107.17 USE OF EXPLOSIVES

Delete the entire wording in the section and substitute the following:

No explosives may be used on the site of this project.

3. 107.19 RESPONSIBILITY FOR THIRD PARTY CLAIMS AND DUTY TO DEFEND

Delete the entire section and substitute the following paragraph:

The Contractor agrees to defend, hold harmless and indemnify City of Las Vegas, their officers, agents and employees, and any governmental entity that contributes funds for or otherwise participates in the project, from all claims for property damage, personal injury, or wrongful death arising from or connected with the performance of this contract to the extent, if at all, that 56-7-1, N.M.S.A. 1978 (as amended) is applicable to this Contract, the agreement herein to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, by City of Las Vegas or its agents or employees; or (2) the giving or failure to give directions or instructions by City of Las Vegas or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

Nothing in this paragraph shall be construed to limit or restrict the requirements of any provision of this contract which may obligate the Contractor to carry or provide insurance for the benefit of City of Las Vegas nor to limit or restrict the coverage afforded or extended by any policy of insurance which may be provided by the Contractor for the benefit of City of Las Vegas. It is specifically understood and agreed that this paragraph is an undertaking separate and distinct from the Contractor's obligation to provide insurance, although the Contractor may insure against liability for performance of its obligations under this paragraph.

4. 107.25 INSURANCE REQUIREMENTS

Add the following after the first paragraph:

The Contractor shall purchase Standard Form Owners' Protective Liability Insurance naming City of Las Vegas, WHPacific, Inc., their employees, agents and elected officials, as their interests

may appear, as additional insured, with limits of liability applicable in full to the subject project as follows:

Bodily Injury Liability— One Million dollars (\$1,000,000.00) for each occurrence; Project Damage Liability— One Million dollars (\$1,000,000.00) for each occurrence; Property Damage and Bodily Injury combined— Two Million dollars (\$2,000,000.00 aggregate).

SECTION 108 PROSECUTION AND PROGRESS

1. GENERAL

Wherever the words "presumptive completion" or "substantially completed" are used they shall mean the completion of work as defined in Section 101.2 Terms and Definitions, under Substantial Completion and Section 109.9 Acceptance and Final Payment.

2. 108.3 SCHEDULE

The Contractor shall submit a Bar Graph Baseline schedule for each individual task order to the Construction Manager at least two days before the preconstruction conference. The Bar Graph Baseline schedule shall be submitted and maintained in accordance with Section 108.3.2.2.

3. 108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME

Insert before first paragraph:

The Contractor's request for extension of time shall be in accordance the Section 105.19 Claims for Adjustment, as amended. If the Project Manager finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to labor disputes, abnormal weather conditions, or act of God, he may recommend to the Project Engineer to extend the time for completion in such amount as the conditions justify. An extension will be granted for the time required to restore the work to its original state where damage to the work occurred from causes beyond the control of the Contractor. The extended time for completion shall then be in full force and affect the same as though it were the original time for completion. All extensions of the Contract Time must be done by Change Order and signed by City of Las Vegas and the Contractor.

4. 108.7 FAILURE TO COMPLETE ON TIME

Delete the last paragraph in its entirety.

5. 108.8 LIQUIDATED DAMAGES

Delete the table entitled "Schedule of Liquidated Damages" in its entirety and substitute the following:

Liquidated damages shall be as specified in the contract.

SECTION 109 MEASUREMENTS AND PAYMENT

1. 109.8 PROGRESS PAYMENTS

Replace the first paragraph with the following:

On or about the end of each month, the Project Manager will prepare an estimate of the work completed by the Contractor. The estimate will be prepared on a Monthly Payment Estimate form as provided by the Project Manager. The payments will be based upon the value of the work performed and materials complete in place in accordance with the contract documents, and for materials delivered in accordance with Section 109.8 Payment for Material on Hand.

2. Add the following Section:

109.12 CHANGE ORDER PROCEDURES. All changes to original contract terms must be documented by written Change Orders. Contract changes may be due to, but not necessarily limited to, the following reasons.

1. Increases or decreases of quantities due to significant changes of plans described in Section 104.2 Significant Changes in the Character of Work.
2. Differing site conditions as described in Section 104.3 Differing Site conditions.
3. Extra work as defined in Section 101.2 Definitions and Terms, and described in Section 104.4 Extra Work.
4. Extension of contract time as described in Section 108.6 Determination and Extension of Contract Time.
5. Eliminated items as described in Section 109.7 Eliminated Items.

Change Orders will be prepared by the Project Manager. Change Orders must be signed by the Project Manager, the Contractor, and the City of Las Vegas. Payment for work described by the Change Order will be made after final approval of the Change Order and after the work has been performed.

TECHNICAL SPECIFICATIONS

New Mexico Department of Transportation 2014 Specs for Highway and Bridge Construction as amended by the contract documents are incorporated by reference.

http://dot.state.nm.us/content/dam/nmdot/Plans_Specs_Estimates/2014_Specs_For_Highway_And_Bridge_Construction.pdf

DRAWING INDEX

Sheet No.	Description
G-101	Cover Sheet, General Notes, Location Map
C-101	Site Demolition Plan
C-102	Dimensioned Site Plan
C-103	Grading & Drainage Plan
C-104	Typical Sections and Details

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 09/27/19

DEPT: POLICE

MEETING DATE: October 9, 2019

DISCUSSION ITEM/TOPIC: *Funding in the amount of \$1566.72 from the Bulletproof Vest Partnership.*

BACKGROUND/RATIONALE: The Las Vegas City Police Department has acquired funding in the amount of \$1566.72 in order to purchase bulletproof vests for our police officers.

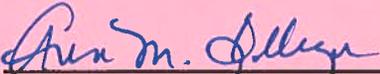
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

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



Beatrice Salazar <bea.salazar@lasvegasnm.gov>

Bulletproof Vest Partnership 2019 Award Announcement

1 message

BVP Email Account <ojp@public.govdelivery.com>

Tue, Sep 24, 2019 at 8:51 AM

Reply-To: ojp@public.govdelivery.com

To: bea.salazar@lasvegasnm.gov

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2019 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2019 BVP awards is available at: <https://ojp.gov/bvpbasi/>.

The FY 2019 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2019. The deadline to request payments from the FY 2019 award is August 31, 2021, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx>

Stab Resistant Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx>

As a reminder, all jurisdictions that applied for FY 2019 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <https://ojp.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf>.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://ojp.gov/bvpbasi/bvpprogramresources.htm>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team

Bureau of Justice Assistance

This email was sent to bea.salazar@lasvegasnm.gov using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000

NM	HOBBS CITY	\$16,561.16
NM	JICARILLA APACHE TRIBE	\$8,679.86
NM	LAS VEGAS CITY	\$1,566.72
NM	LINCOLN COUNTY	\$1,041.59
NM	LOGAN VILLAGE	\$517.67
NM	LOS LUNAS VILLAGE	\$6,492.43
NM	LOVINGTON CITY	\$1,241.22
NM	LOS ALAMOS COUNTY	\$2,506.75
NM	MILAN VILLAGE	\$1,064.76
NM	OTERO COUNTY	\$4,166.33
NM	PUEBLO OF JEMEZ	\$3,159.47
NM	PUEBLO OF SANDIA	\$2,864.36
NM	RAMAH NAVAJO CHAPTER	\$1,373.59
NM	RIO ARRIBA COUNTY	\$5,610.88
NM	RIO RANCHO CITY	\$36,455.38
NM	RUIDOSO VILLAGE	\$5,529.07
NM	SAN MIGUEL COUNTY	\$1,692.58
NM	SANTA FE CITY	\$14,755.75
NM	SANTA ROSA CITY	\$1,041.59
NM	SILVER CITY TOWN	\$2,877.33
NM	SOCORRO COUNTY	\$4,344.27
NM	TAOS TOWN	\$2,083.17
NM	VALENCIA COUNTY	\$5,555.11
	Totals for NM(32 Jurisdictions):	\$192,028.59
NV	BOULDER CITY	\$4,687.12
NV	CARLIN CITY	\$566.35
NV	ELKO CITY	\$2,734.16
NV	ELKO COUNTY	\$7,540.63
NV	EUREKA COUNTY	\$1,983.35
NV	LYON COUNTY	\$7,638.27
NV	MINERAL COUNTY	\$3,276.37
NV	NYE COUNTY	\$31,208.41
NV	STOREY COUNTY	\$1,387.05
NV	WEST WENDOVER CITY	\$1,301.98
NV	WHITE PINE COUNTY	\$9,808.24
	Totals for NV(11 Jurisdictions):	\$72,131.93
NY	ALBANY CITY	\$18,205.36
NY	ALLEGANY COUNTY	\$5,813.78
NY	AMITYVILLE VILLAGE	\$1,342.67
NY	AMSTERDAM CITY	\$4,066.52
NY	ANGELICA VILLAGE	\$753.94
NY	ARCADE VILLAGE	\$1,296.77
NY	ARDSLEY VILLAGE	\$238.70
NY	ATHENS VILLAGE	\$4,955.77
NY	AUBURN CITY	\$3,471.95
NY	AVON VILLAGE	\$650.99
NY	BALDWINVILLE VILLAGE	\$2,554.25